

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forge3, Ltd.		07/12/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	FMG Suite, LLC		
Street Address:	12395 World Trade Dr., Ste 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92128		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5316375	ACTIVEAGENCY	
Registration Number:	5316377	FORGE3	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	20651068		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	07/15/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on this 12th day of July, 2022, and is made by Forge3, Ltd., a Pennsylvania limited liability company (the "Assignor"), in favor of FMG Suite, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor and Jeff Teschke (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks and trade names on Schedule A attached hereto ("Trademarks"), the copyrights on Schedule B attached hereto ("Copyrights"), the patents on Schedule C attached hereto ("Patents"), and the domain names on Schedule D attached hereto (the "Domain Names" and collectively with the Trademarks, the Copyrights and the Patents, the "Intellectual Property Assets");

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the assignment of said rights in Copyrights be made of record in the United States Copyright Office, and the applicable state trademark, patent and copyright offices (where applicable), all foreign trademark, patent and copyright offices and any other appropriate governmental or administrative offices as the case may be;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assign all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Copyrights, Patents, Domain Names, and other Seller Proprietary Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patents, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Patents, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Copyrights, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary (and without expense to Assignor) to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws doctrines.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

5. Maintenance. The Assignor agrees that they have and shall instruct their attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

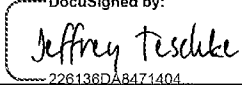
[Signatures on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above:

ASSIGNOR:

FORGE3, LTD.

DocuSigned by:

By:  _____
226136DA6471404

Name: Jeffrey Teschke

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above:

ASSIGNEE:

FMG SUITE, LLC

DocuSigned by:

Scott White

By: _____
EABAA18CAD25423

Name: Scott White

Title: Chief Executive Officer

SCHEDULE A

Trademarks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No. / Registration No.</i>	<i>Filing Date / Registration Date</i>	<i>Owner of Record</i>	<i>Status</i>
ACTIVEAGENCY	United States	5316375	October 24, 2017	Forge3, Ltd.	Active
FORGE3	United States	5316377	October 24, 2017	Forge3, Ltd.	Active

SCHEDULE B

Copyrights

None.

SCHEDULE C

Patents

None.

SCHEDULE D

Domain Names

URL	Expires	URL	Expires
clickablecoverage.com	June 10, 2023		
f3agency.com	May 25, 2023		
forge3.biz	December 1, 2022		
forge3.com	October 16, 2022		
forge3.info	December 2, 2022		
forge3.net	December 2, 2022		
forge3.org	December 2, 2022		
forgethree.com	October 16, 2022		
helloproducer.com	November 30, 2022		