

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARIBU INC.		09/30/2022	Corporation:
RECEIVING PARTY DATA			
Name:	MATTEL, INC.		
Street Address:	333 CONTINENTAL BOULEVARD		
Internal Address:	TWR 15-1		
City:	EL SEGUNGO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6117564	CARIBU	
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>			
Email:	USPTO@MATTEL.COM		
Correspondent Name:	MICHAEL MOORE		
Address Line 1:	333 CONTINENTAL BOULEVARD		
Address Line 2:	TWR 15-1		
Address Line 4:	EL SEGUNGO, CALIFORNIA 90278		
NAME OF SUBMITTER:	RICHELLE SAVAGE		
SIGNATURE:	/rws/		
DATE SIGNED:	10/26/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY
AND DOMAIN NAME ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of September 30, 2022, is made by CARIBU INC., a Delaware corporation ("Seller"), in favor of MATTEL, INC., a Delaware corporation or its designee ("Buyer").

RECITALS

A. This IP Assignment is made pursuant to that certain Asset Purchase Agreement dated as of the date hereof between Buyer, Seller and the other parties thereto (the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all intellectual property assets and rights of Seller, which assets and rights constitute Purchased Assets under the Purchase Agreement, and has agreed to execute and deliver this IP Assignment, for recording with Governmental Authorities and other third parties, if applicable.

AGREEMENTS

For good and valuable consideration, including that provided for in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Purchase Agreement, Seller and Buyer mutually agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the Seller Products, the Seller Intellectual Property, and the Seller Intangible Assets, including without limitation all all of the following with respect to Seller and the Business: (a) trademarks, trade dress, logos, slogans and service marks, including the name "Caribu" and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights in both published and unpublished works; (c) trade secrets, confidential or proprietary information, know how, work product, data, drawings, proprietary information, proprietary software, data materials and technology, telephone, facsimile numbers, email addresses and other directory listings; (d) patents, patent applications, and inventions (whether or not patentable); (e) websites (including "www.caribu.com" all URLs and website files, content and infrastructure and other related rights), internet domain name registrations and social media accounts and the content found thereon and related thereto; (f) all other intellectual property; and (g) goodwill (collectively the "Seller Intellectual Property"). Without limiting the foregoing, the Seller Intellectual Property shall include the patents, copyrights, trademarks, domain names and social media accounts set forth on Exhibit A hereto. The Seller Intellectual Property includes all rights of any kind whatsoever of Seller accruing under any of the Seller Intellectual Property provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes Buyer and any other third party designated by Buyer to record and register this Agreement upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Seller Intellectual Property is properly assigned to Buyer, or any

Buyer or successor thereto. Without limiting the generality of the foregoing, upon execution of this Agreement, Seller and Buyer shall promptly institute a transfer of the Seller Intellectual Property reflecting any domain names in accordance with the domain name procedures enacted by the appropriate domain name registrar and Seller agrees to reasonably cooperate with Buyer to facilitate the transfer of ownership of the Seller Intellectual Property constituting assigned domain names to Buyer's designated domain name registrar and provide Buyer with any information reasonably required by Buyer to complete the transfer of registrar forms for such Seller Intellectual Property.

3. Terms of the Purchase Agreement. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein. Nothing in this Agreement shall supersede, amend, waive or expand the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Agreement, the terms and conditions of the Purchase Agreement shall control.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy of this Agreement transmitted via facsimile or e-mail (e.g., pdf or tif file) bearing the signature of any party shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature as originally written of such party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware without giving effect to any rule or provision thereof that would cause the application of the law of any other state.

[Signature page follows.]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property and Domain Name Assignment as of the date first above written.

SELLER:

CARIBU INC.

DocuSigned by:
By: Maxeme Tuchman
Name: Maxeme Tuchman
Its: CEO

AGREED TO AND ACCEPTED:

BUYER:

MATTEL, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property and Domain Name Assignment as of the date first above written.

SELLER:

CARIBU INC.

By: _____
Name: _____
Its: _____

AGREED TO AND ACCEPTED:

BUYER:

MATTEL, INC.

By: DocuSigned by: Anthony DiSilvestro
Name: D2503C671810F Anthony DiSilvestro
Its: Chief Financial Officer

EXHIBIT A

Caribu IP

Trademarks

- “Caribu” US wordmark (see attached)
- “Caribu” UK wordmark (see attached)

Social Network Accounts

- Facebook: <https://www.facebook.com/Caribu>
- Instagram: <https://www.instagram.com/caribu>
- Twitter: <https://twitter.com/caribu>
- TikTok: <https://www.tiktok.com/@caribuapp>
- Pinterest: <https://www.pinterest.com/caribu>
- Youtube: <https://www.youtube.com/c/Caribu>
- LinkedIn: <https://www.linkedin.com/company/caribu>

Internet Domains

- caribuapp.com
- caribu.co.uk
- caribu.co
- caribu.uk
- caribu.club
- caribu.link
- connectwithcaribu.com
- caribu.cloud
- caribu.cafe
- caribu.coffee
- caribooo.com
- caribu.com
- caribu.blog
- caribu.live
- caribu.tv
- caribu.team
- caribu.family
- caribu.help
- caribu.shop
- caribu.store
- caribu.gift
- caribuilder.com
- caribu.net
- caribumemories.app
- caribumemories.co
- caribumemories.net
- caribumemories.com
- getcaribu.com
- buycaribu.com

- trycaribu.com
- caribucares.com
- caributribe.com
- caribu.org
- caribu.info
- caribu.fyi
- caribu.us
- caribu.li
- caribustudios.com
- caribu.studio