

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Post Haste Sound, Inc.		11/29/2022	Corporation: CALIFORNIA
Allan Falk		11/29/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Deluxe Media Inc.		
Street Address:	2130 N. Hollywood Way		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5205391	MUSIC SLAYER	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	3036293400		
Email:	docketing-dv@dorsey.com		
Correspondent Name:	Charlene M. Krogh, Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	T307485.US.01		
NAME OF SUBMITTER:	Pamela Kleiner		
SIGNATURE:	/pamela kleiner/		
DATE SIGNED:	12/23/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is entered into as of November 29, 2022 (this "Agreement"), by and among (i) Post Haste Sound, Inc., a California corporation with a principal place of business of 2700 La Cienega, Los Angeles, CA 90034 ("Seller"), (ii) Allan Falk, an individual resident of the State of California ("Stockholder" and together with Seller, each, an "Assignor," collectively, the "Assignors"), and (iii) Deluxe Media Inc., a Delaware corporation with a principal place of business of 2130 N. Hollywood Way, Burbank, California 91505 ("Assignee").

WHEREAS, Seller, Stockholder and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, that Assignee shall purchase and acquire from Assignors, and Assignors shall sell, sign, convey, transfer, and deliver to Assignee, the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, the execution and delivery of this Agreement is required pursuant to the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Assignors are willing to assign to Assignee all rights it may have in and to all Purchased Intellectual Property (as defined in the Purchase Agreement) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors and Assignee, Assignors and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignors hereby irrevocably sell, assign, convey, transfer, set over, and deliver to Assignee, its successors and assigns, all of Assignors' worldwide right, title and interest in and to all Purchased Intellectual Property, including without limitation, all worldwide right, title and interest in and to:

(a) inventions (whether or not patentable or unpatentable and whether or not reduced to practice), utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all disclosures, improvements, provisionals, divisionals, substitutions, continuations, continuations-in-part, revisions, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the "Transferred Patents"), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other

international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and identifiers, websites, URLs, taglines, and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names, including the trademark applications and registrations, common law trademarks, domain names, and social media accounts identified in Exhibit A (the "Transferred Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignors to which the Transferred Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress intentionally similar or confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, Software (as defined in the Purchase Agreement), databases, associated data and related documentation, and all rights therein, and databases, including the copyrights applications and registrations and Software identified in Exhibit A (the "Transferred Copyrights"), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) Trade Secrets (as defined in the Purchase Agreement), including the trade secrets identified in Exhibit A (the "Transferred Trade Secrets");

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing ((a) and (e) are collectively referred to as the "Transferred Intellectual Property"), the same to be held and enjoyed by Assignee, its successors and assigns;

(f) all of Assignors' right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Assignee, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignors shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to complete or perfect the sale, assignment, conveyance, transfer, set over, and delivery the rights granted in Section 2, above, including, without limitation, upon request by Assignee, and at Assignee's sole cost and expense, to execute and cause its current or former

employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Agreement and to aid Assignee or its successors, assigns or other legal representatives to obtain, enforce (only to the extent necessary and reasonably requested), and maintain proper protection for the Transferred Intellectual Property in all jurisdictions and to record Assignee as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignors shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request in transferring all domain names that are Transferred Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignors' right, title and interest in the domain names to Assignee. Assignors shall not assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Assignee in writing.

5. General.

(a) Entire Agreement. This Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Transferred Intellectual Property by Assignors.

(b) Successors and Assigns. This Agreement and all of the covenants and agreements contained herein and rights, interests or Liabilities hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective heirs, successors, assigns and executors of the parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or Liabilities hereunder may be assigned or delegated (in each case, whether by merger, consolidation, sale or otherwise) by Seller on the one hand, or Buyer, on the other hand, without the prior written consent of Buyer (in the case of Seller) or Seller (in the case of Buyer), and any attempted assignment or delegation of this Agreement or any of such rights, interests or Liabilities without such consent shall be void and of no effect. Buyer may assign any or all of its rights pursuant to this Agreement to any of its lenders as collateral security without the consent of Seller so long as, in each case, Buyer provides prior written notice to Seller of such assignment.

(c) Counterparts. This Agreement may be executed in one (1) or more counterparts (including by means of telecopied signature pages and electronically (PDF or similar format) transmitted signature pages), all of which taken together shall constitute one and the same instrument.

(d) Headings. The headings and captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or heading had been used herein or therein.

(e) Governing Law; Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the Laws of any jurisdictions other than the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of state and federal courts located in the State of Delaware in respect of any Action arising out of or relating to this Agreement or the transactions contemplated hereby and hereby waives, and agrees not to assert, any defense in any Action arising out of or relating to this Agreement or the transactions contemplated hereby that such party is not subject thereto or that such Action may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that such

party's property is exempt or immune from execution or that such Action is brought in an inconvenient forum or that the venue of such Action is improper. Each party hereto further agrees, to the extent permitted by Laws, that any Order against such party in such Action shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on such Order, a certified copy of which shall be conclusive evidence of the fact and amount of such Order. Service of process with respect to any such Action may be made upon each party hereto by certified or registered mail, postage prepaid and return receipt requested, as provided in Section 7.2 of the Purchase Agreement or to such party's registered agents for service of process in the state of such party's incorporation or organization.

(f) Waiver of Jury Trial. Each party hereto hereby irrevocably waives any and all right to trial by jury in any Action arising out of or related to this Agreement or the transactions contemplated hereby, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The parties hereto agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained for agreement among the parties hereto irrevocably to waive trial by jury and that any Action whatsoever between them relating to this Agreement or the transactions contemplated hereby shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

(g) Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived; provided that any such amendment or waiver will be binding upon Seller only if such amendment or waiver is set forth in a writing executed by Seller, and any such amendment or waiver will be binding upon Buyer only if such amendment or waiver is set forth in a writing executed by Buyer. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or Liabilities of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any such waiver constitute a continuing waiver.

(h) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Laws, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Laws, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(i) No Third-Party Beneficiaries. Except as otherwise provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNORS:

POST HASTE SOUND, INC.

By: DocuSigned by:
Allan Falk
Name: Allan Falk
Title: President

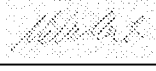
ALLAN FALK

DocuSigned by:
Allan Falk
Allan Falk

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first written above.

ASSIGNEE:

DELUXE MEDIA INC.

By:  _____

Name: Mike Gunter

Title: Chief Financial Officer

EXHIBIT A-1

Transferred Intellectual Property (Seller)

Transferred Patents:

None.

Transferred Trademarks:

Trademark Applications and Registrations:

1. "Music Slayer," U.S.P.T.O. Reg. No. 5,205,391.

Common Law Trademarks:

1. The mark "Post Haste Sound."
2. The mark "Post Haste Digital."
3. The logo containing the mark "Post Haste Digital" and depicting an hourglass, published at <https://posthaste.digital/wp-content/uploads/2016/01/PHD-Hour-Glass-longwhite.png>.

Domain Names:

1. posthaste.digital
2. posthastedigital.com
3. posthastesound.com
4. posthastesound.net
5. musicslayer.digital
6. entertainmentfamilyllc.com
7. The following DNS Zone names registered to Seller in connection with the respective registered domain names:
 - a. posthaste.digital: (i) admin; (ii) aspera; (iii) bacon; (iv) sky; and (v) voyager
 - b. posthastedigital.com: (i) aspera; and (ii) musicslayer

Social Media Accounts:

1. The Facebook account "Post.Haste.Post.Production."
2. The Instagram account "posthastedigital."

3. The LinkedIn account “post-haste-digital.”
4. The Twitter account “posthastedigitl.”
5. The Vimeo account “posthaste.”

Transferred Copyrights:

Copyright Applications and Registrations:

None.

Software:

1. Amazon MEC & MMC Generators
2. Disney Genie SIP Proxy Downloader (aka MakeAWish)
3. HBO Max XML Tool
4. Roku Package Spec Checker
5. Sony Package Generator
6. WMDV Package Generator

Transferred Trade Secrets:

1. The proprietary workflow of forensic removal of music from composite audio mixes related to “Music Slayer.”
2. The proprietary workflow of dialogue removal related to “Music Slayer.”

EXHIBIT A-2

Transferred Intellectual Property (Stockholder)

Transferred Patents:

None.

Transferred Trademarks:

Trademark Applications and Registrations:

None.

Common Law Trademarks:

None.

Domain Names:

None.

Social Media Accounts:

None.

Transferred Copyrights:

Copyright Applications and Registrations:

None.

Software:

None.

Transferred Trade Secrets:

None.