

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808298

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Deep Focus, Inc. | | 04/20/2023 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Big-Village Agency, LLC | | |
| Street Address: | 6400 Congress Ave., Ste. 2050 | | |
| City: | Boca Raton | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33487 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86278670 | DEEP FOCUS | |
| Serial Number: | 87360271 | DEEP FOCUS | |
| Serial Number: | 76456775 | THE CASSANDRA REPORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9374436635 | | |
| <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: | 9374436838 | | |
| Email: | trademarks@thompsonhine.com | | |
| Correspondent Name: | Steven J. Elleman | | |
| Address Line 1: | 10050 Innovation Drive, Suite 400 | | |
| Address Line 4: | Dayton, OHIO 45342 | | |
| ATTORNEY DOCKET NUMBER: | 107375-002-3 SJE/jmb | | |
| NAME OF SUBMITTER: | Steven J. Elleman | | |
| SIGNATURE: | /Steven J Elleman/ | | |
| DATE SIGNED: | 05/05/2023 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“*Assignment*”), dated as of April 20, 2023, is made by and between:

Deep Focus, Inc., a New York corporation (“*Assignor*”), and

Big-Village Agency, LLC, a Florida limited liability company (“*Assignee*”).

WHEREAS, Assignor owns the entire right, title and interest in and to certain trademarks;

WHEREAS, Assignor desires to assign and transfer to Assignee its entire right, title and interest in and to such trademarks; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to such trademarks.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment. In consideration of the sum of U.S. One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following:

(a) the trademarks and registrations and applications therefor listed in Exhibit A hereto and all issuances, extensions, and renewals thereof (the “*Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks together with the entire business to which the marks pertain;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payment, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, and for the above consideration, Assignor

Trademark Assignment

agrees promptly upon request of Assignee, or its successors or assigns, to take such steps and actions, and provide cooperation and assistance to Assignee or its successors or assigns, including the execution and delivery without further compensation of any additional papers as may be reasonably necessary to record and fully effect, evidence, or perfect the assignment and transfer of the Trademarks to Assignee or its successors or assigns, in the United States or any foreign country.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

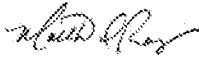
[SIGNATURE PAGE FOLLOWS]

Trademark Assignment

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first written above.

ASSIGNOR:

DEEP FOCUS, INC.

By: 

Name: Matthew Ray

Title: CRO

ASSIGNEE:

BIG-VILLAGE AGENCY, LLC

By: 

Name: Matthew Drinkwater

Title: Chief Executive Officer

Exhibit A – Trademarks

| TRADEMARK | COUNTRY | OWNER | STATUS | APP NO | APP DATE | REG NO | REG DATE | RENEWAL DATE | CLASSES | GOODS/SERVICES | M&G NO. |
|----------------------|--------------------------|---|------------|----------|-----------|---------|-----------|--------------|---------|--|----------------|
| DEEP FOCUS | United States of America | DEEP FOCUS, INC. Please note: DEEP FOCUS, INC. is 100% owned by BIG VILLAGE AGENCY LLC and was traditionally associated with our Agency team | Registered | 86278670 | 5/12/2014 | 4740669 | 5/19/2015 | 5/19/2025 | 35 | 35 Advertising agency services and marketing communications consulting services; advertising film production | 18687.0014US01 |
| DEEP FOCUS | United States of America | DEEP FOCUS, INC. Please note: DEEP FOCUS, INC. is 100% owned by BIG VILLAGE AGENCY LLC and was traditionally associated with our Agency team | Registered | 87360271 | 3/6/2017 | 5461897 | 5/8/2018 | 5/8/2028 | 35, 42 | 35 creative marketing design services; creative marketing commercial design services; Copy writing for advertising and promotional purposes; design of publicity and advertising materials; design of banner advertisements; information, consultancy and advisory services, all relating to the aforesaid services 42 Graphic design services; design research in the field of new products; graphic design illustration services; industrial design services; commercial art design services; design, research and development of packaging; research into and design of new products; new product development; creation of web pages for others computer services, namely, designing and implementing network web sites, information technology, and computer network systems for others; website design services; computer aided design of video graphics; Computer services, namely, updating websites for others in the nature of implementing website technology solutions for displaying banner advertisements; technical advice relating to the placement of brand names and logos into computer games; information, consultancy and advisory services, all relating to the aforesaid services | 18687.0014US02 |
| THE CASSANDRA REPORT | United States of America | DEEP FOCUS, INC. Please note: DEEP FOCUS, INC. is 100% owned by BIG VILLAGE AGENCY LLC and was traditionally associated with our Agency team | Registered | 76456775 | 10/7/2002 | 2804326 | 1/13/2004 | 1/13/2024 | 16 | 16 trade journals in marketing, namely, a periodical marketing report on lifestyle and trends directed at a business, marketing and media audience | 18687.0026US01 |