

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM820291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mesmerize Media LLC		04/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BriteVision VBG LLC		
<b>Street Address:</b>	53 Rockwell Road		
<b>City:</b>	Newington		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2433574	BRITEVISION CAFE NETWORK	
<b>Registration Number:</b>	3354962	BRITEVISION	
<b>Registration Number:</b>	3367779	GENERICJAVA	
<b>Registration Number:</b>	3023775	JAVAART	
<b>Registration Number:</b>	3352286	CAFÉ CANVAS	
<b>Registration Number:</b>	4291558	EARTHFRIENDS	
<b>Registration Number:</b>	5529882	BRITEVISION	
<b>Registration Number:</b>	3364491	BRITE MEDIA GROUP	
<b>Registration Number:</b>	4135290	ADVERTICKETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2037843199		
<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>			
<b>Phone:</b>	203-784-3116		
<b>Email:</b>	trademarks@carmodylaw.com		
<b>Correspondent Name:</b>	CARMODY TORRANCE SANDAK & HENNESSEY LLP		
<b>Address Line 1:</b>	195 CHURCH STREET		
<b>Address Line 2:</b>	P.O. Box 1950		
<b>Address Line 4:</b>	NEW HAVEN, CONNECTICUT 06510		

CH \$240.00 2433574

<b>NAME OF SUBMITTER:</b>	Fatima Lahnin
<b>SIGNATURE:</b>	/Fatima Lahnin/
<b>DATE SIGNED:</b>	06/28/2023
<b>Total Attachments: 6</b> source=Vidya Holdings Project Captivate Intellectual Property Assignment (executed)#page1.tif source=Vidya Holdings Project Captivate Intellectual Property Assignment (executed)#page2.tif source=Vidya Holdings Project Captivate Intellectual Property Assignment (executed)#page3.tif source=Vidya Holdings Project Captivate Intellectual Property Assignment (executed)#page4.tif source=Vidya Holdings Project Captivate Intellectual Property Assignment (executed)#page5.tif source=Vidya Holdings Project Captivate Intellectual Property Assignment (executed)#page6.tif	

# **DOCUMENT NO. 6**

Intellectual Property Assignment dated April 1, 2022 by and  
between Seller and Buyer

(MCPS Document ID No. 38,951,413)

## Intellectual Property Assignment

This Intellectual Property Assignment is entered into as of April 1, 2022 (this “Assignment Agreement”), by and between Mesmerize Media LLC, a Delaware limited liability company with a principal place of business of 505 Eighth Avenue, Suite 1003 New York, NY 10018 (“Assignor”), and BriteVision VBG LLC, a Delaware limited liability company with a principal place of business of 53 Rockwell Road, Newington, Connecticut 06111 (“Assignee”).

A. Assignor 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, Assignor shall sell, convey, assign, transfer, and deliver to the Assignee all of Assignor’s right, title, and interest in and to the Purchased Assets (as defined in the Purchase Agreement);

B. The execution and delivery of this Assignment Agreement is required at the Closing (as defined in the Purchase Agreement); and

C. Assignor is willing to assign to Assignee all of Assignor’s rights in and to the Intellectual Property (as defined in the Purchase Agreement), including the Intellectual Property identified on Exhibit A (the “Transferred Intellectual Property”) on the terms and subject to the conditions set forth in this Assignment Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor 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, Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to all Transferred Intellectual Property, including the right to sue and prosecute for past, present, and future infringement, misappropriation, or other violation of rights related to the Transferred Intellectual Property.

3. Authorization. Assignor authorizes and requests the Commissioner of Trademarks of the United States to issue the same to Assignee and to record Assignee as owner of the Transferred Intellectual Property.

4. Miscellaneous. The Purchase Agreement and this Assignment Agreement and Exhibit A constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment Agreement may only be amended by written agreement of the parties. This Assignment Agreement may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. The governing law of this Assignment Agreement shall be that of the State of New York, without regard to its conflicts of law principles.

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

**ASSIGNOR:**

**MESMERIZE MEDIA LLC**

By: Michael Ellis  
Name: Michael Ellis  
Title: President

**ASSIGNEE:**

**BRITEVISION VBG LLC**

By: \_\_\_\_\_  
Name: Kurt Hardy  
Title: President

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 008114 FRAME: 0337**

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

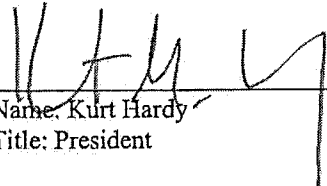
**ASSIGNOR:**

**MESMERIZE MEDIA LLC**

By: \_\_\_\_\_  
Name: Michael Ellis  
Title: President

**ASSIGNEE:**

**BRITEVISION VBG LLC**

By:  \_\_\_\_\_  
Name: Kurt Hardy  
Title: President

*[Signature Page to IP Assignment Agreement]*

## EXHIBIT A

### Trademarks:

SERIAL NUMBER: 76005960 FILING DATE: 03/21/2000  
REGISTRATION NUMBER: 2433574 REGISTRATION DATE: 03/06/2001  
MARK: BRITEVISION CAFE NETWORK  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77049212 FILING DATE: 11/21/2006  
REGISTRATION NUMBER: 3354962 REGISTRATION DATE: 12/18/2007  
MARK: BRITEVISION  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77049245 FILING DATE: 11/21/2006  
REGISTRATION NUMBER: 3367779 REGISTRATION DATE: 01/15/2008  
MARK: GENERICJAVA  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78532852 FILING DATE: 12/15/2004  
REGISTRATION NUMBER: 3023775 REGISTRATION DATE: 12/06/2005  
MARK: JAVAART  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78929769 FILING DATE: 07/14/2006  
REGISTRATION NUMBER: 3352286 REGISTRATION DATE: 12/11/2007  
MARK: CAFÉ CANVAS  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85637501 FILING DATE: 05/29/2012  
REGISTRATION NUMBER: 4291558 REGISTRATION DATE: 02/19/2013  
MARK: EARTHFRIENDS  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87736432 FILING DATE: 12/28/2017  
REGISTRATION NUMBER: 5529882 REGISTRATION DATE: 07/31/2018  
MARK: BRITEVISION  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)

SERIAL NUMBER: 77087083 FILING DATE: 01/19/2007  
REGISTRATION NUMBER: 3364491 REGISTRATION DATE: 01/08/2008  
MARK: BRITE MEDIA GROUP  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85412874 FILING DATE: 09/01/2011  
REGISTRATION NUMBER: 4135290 REGISTRATION DATE: 05/01/2012  
MARK: ADVERTICKETS  
DRAWING TYPE: STANDARD CHARACTER MARK

### Domain Names:

<u>Domain Name</u>
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BRITEVISION.COM
BRITEVISION.NET
BRITEVISIONMEDIA.COM
COFFEESLEEVE.COM
COFFEESLEEVES.COM
CUPSLEEVE.COM
CUPSLEEVES.COM
JAVAJACKETS.COM