

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820465

<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>
Amazon Technologies, Inc.		06/20/2023	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gear Patrol. LLC		
<b>Street Address:</b>	276 5th Avenue		
<b>Internal Address:</b>	Suite 704-3126		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78890720		
<b>Serial Number:</b>	78853996	DPREVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122093044		
<b>Email:</b>	rclarida@reitlerlaw.com		
<b>Correspondent Name:</b>	Robert Clarida		
<b>Address Line 1:</b>	885 Third Ave.		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Robert Clarida		
<b>SIGNATURE:</b>	/robert clarida/		
<b>DATE SIGNED:</b>	06/28/2023		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of as of the Closing Date, by and between IMDb.com, Inc., a Delaware corporation ("Seller"), Amazon Technologies, Inc., a Nevada corporation and an Affiliate of Seller ("Assignor") and Gear Patrol, LLC, a New York limited liability company ("Buyer" and together with Seller and Assignor, referred to as the "Parties" and individually as a "Party"). Capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement (defined below).

WHEREAS, subject to the terms and upon the conditions set forth in that certain Asset Purchase Agreement, dated as of June 20, 2023 (the "Purchase Agreement"), by and between Seller and Buyer, Seller agreed to sell, assign, convey, deliver and transfer (and to cause its Affiliates, including Assignor, to sell, assign, convey, deliver and transfer) to Buyer, and Buyer agreed to purchase, certain Trademarks listed on Schedule 1 hereto (the "Transferred Marks").

WHEREAS, Seller will receive valuable consideration from Buyer under the Purchase Agreement, a portion of which will be allocated to Assignor with respect to the sale and transfer of the Transferred Marks by Assignor hereunder.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein and the consideration set forth in the Purchase Agreement, the Parties hereby agree as follows:

1. Assignment of Transferred Marks. Assignor hereby irrevocably sells, assigns, conveys, and transfers, (and agrees to sell, assign, grant, convey, and transfer) to Buyer, free and clear of all liens, taxes, debts, mortgages, judgments or encumbrances other than Permitted Encumbrances, and Buyer hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Transferred Marks, together with all goodwill associated with or symbolized by the Transferred Marks. Assignor acknowledges and agrees that valuable and adequate consideration has been paid for the sale, transfer and assignment of the Transferred Marks hereunder.

2. Transfer of Ownership of Transferred Marks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, to record Buyer as assignee and owner of the Transferred Marks. Assignor shall execute and deliver such further instruments, certificates, agreements, and other documents and perform such other actions as are reasonably required to effect the assignment of the Transferred Marks and the recordation thereof in the relevant state and national trademark offices, as contemplated in this Agreement.

3. Indemnification. Seller hereby agrees to indemnify and hold harmless Buyer from any Indemnifiable Losses incurred by Buyer arising out of or resulting from the failure of Assignor to hold good and marketable title to the Transferred Marks or any claim made by Assignor, any creditor of Assignor, or any other Person against Buyer that the sale, transfer and assignment of the Transferred Marks hereunder is not valid or enforceable; provided that, in no event, shall the aggregate liability of Seller for any and all claims by the Buyer under this Agreement, the Purchase Agreement and any other Closing Document exceed one hundred percent (100%) of the Closing Payment, other than with respect to claims resulting from Seller's Fraud.

4. Further Assurances. Each of the Parties will cooperate with each other and use its reasonable efforts, at and after the Closing Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or appropriate on its part to consummate and make effective the transactions contemplated by this Agreement, including the execution and delivery and filing of such other instruments, certificates, agreements and other documents as may be reasonably necessary for the consummation of such transactions.

5. Terms of Purchase Agreement. Nothing contained herein shall itself amend or otherwise change the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish rights, liabilities, or obligations not otherwise created pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

6. Miscellaneous. Section 8.2 (Successors and Assigns), Section 8.3 (Governing Law; Submission to Jurisdiction), Section 8.4 (Waivers; Amendments), Section 8.5 (Execution of Counterparts), Section 8.6 (Severability), Section 8.9 (Entire Agreement) and Section 8.12 (Construction) of the Purchase Agreement are hereby incorporated into this Agreement by this reference, *mutatis mutandis*.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Closing Date.

IMDb.com, Inc.

DocuSigned by:  
*Carlo Bertucci*  
By: \_\_\_\_\_  
A7780C9AC8504A7...  
Name: Carlo Bertucci  
Title: Authorized Signatory

Amazon Technologies, Inc.

DocuSigned by:  
*Carlo Bertucci*  
By: \_\_\_\_\_  
A7780C9AC8504A7...  
Name: Carlo Bertucci  
Title: Authorized Signatory

Gear Patrol, LLC

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Closing Date.

IMDb.com, Inc.

By: \_\_\_\_\_

Name: Carlo Bertucci

Title: Authorized Signatory

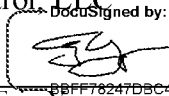
Amazon Technologies, Inc.

By: \_\_\_\_\_

Name: Carlo Bertucci

Title: Authorized Signatory

Gear Patrol LLC

DocuSigned by:  


By: \_\_\_\_\_

Name: Eric Yang

Title: CEO

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE 1  
TRANSFERRED MARKS**

Registered Owner: Amazon Technologies, Inc.

Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date
DESIGN (DPReview Split Circles)	Australia	9, 16, 25, 35, 38, 41	Registered	1204566	10/16/2007	5/26/2008
DPREVIEW	Australia	9, 16, 35, 38, 41	Registered	1176953	5/18/2007	2/18/2008
DESIGN (DPReview Split Circles)	Canada	9, 16, 25, 41	Registered	1372997	11/21/2007	1/12/2011
DPREVIEW.COM	Canada	25, 41	Registered	1365612	9/28/2007	10/8/2008
DESIGN (DPReview Split Circles)	China	9	Registered	6326239	10/17/2007	3/28/2010
DESIGN (DPReview Split Circles)	China	35	Registered	6326216	10/17/2007	1/21/2011
DESIGN (DPReview Split Circles)	China	16	Registered	6326218	10/17/2007	3/7/2010
DESIGN (DPReview Split Circles)	China	42	Registered	6326213	10/17/2007	1/21/2011
DESIGN (DPReview Split Circles)	China	38	Registered	6326215	10/17/2007	3/28/2010
DESIGN (DPReview Split Circles)	China	41	Registered	6326214	10/17/2007	6/28/2010
DPREVIEW	China	38	Registered	6070468	5/25/2007	3/7/2010

Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date
DPREVIEW	China	41	Registered	6070469	5/25/2007	5/14/2010
DPREVIEW	China	9	Registered	6070464	5/25/2007	1/21/2011
DPREVIEW	China	16	Registered	6070465	5/25/2007	1/21/2010
DPREVIEW	China	42	Registered	6070470	5/25/2007	5/14/2010
DPREVIEW	China	25	Registered	6070466	5/25/2007	3/28/2010
DPREVIEW	China	35	Registered	6070467	5/25/2007	5/14/2010
DESIGN (DPReview Split Circles)	European Union	9, 16, 25, 35, 38, 41	Registered	6368815	10/16/2007	9/25/2008
DPREVIEW	European Union	9, 16, 25, 35, 38, 41	Registered	5915756	5/18/2007	11/23/2009
DESIGN (DPReview Split Circles)	India	9, 16, 25, 35, 38, 41	Registered	1611996	10/16/2007	3/29/2012
DPREVIEW	India	9, 16, 25, 35, 38, 41	Registered	1559921	5/18/2007	5/13/2016
DPREVIEW (Katakana)	Japan	9, 16, 25, 35, 38, 41	Registered	2008-31499	4/22/2008	11/21/2008
DESIGN (DPReview Split Circles)	Japan	9, 16, 25, 35, 38, 41	Registered	2007-106390	10/16/2007	6/6/2008



Mark Name	Country	Classes	Status	Application Number	Filed Date	Registration Date
DPREVIEW	Japan	9, 16, 25, 35, 38, 41	Registered	2007-80638	7/19/2007	6/6/2008
DESIGN (DPReview Split Circles)	Korea, Republic of (KR)	9, 16, 25, 35, 38, 41, 42	Registered	45-2007-4666	10/19/2007	9/29/2008
DPREVIEW	Korea, Republic of (KR)	9, 16, 25, 35, 38, 41, 42	Registered	45-2007-2837	7/12/2007	10/14/2008
DESIGN (DPReview Split Circles)	New Zealand	9, 16, 25, 35, 38, 41	Registered	777789	10/16/2007	10/16/2007
DESIGN (DPReview Split Circles)	Singapore	9, 16, 25, 35, 38, 41	Registered	40201714429 Y	7/27/2017	1/18/2018
DPREVIEW	Singapore	9, 16, 35, 38, 41	Registered	40201714432 U	7/27/2017	1/25/2018
DESIGN (DPReview Split Circles)	United Kingdom	9, 16, 25, 35, 38, 41	Registered	UK009063688 15	10/16/2007	9/25/2008
DPREVIEW	United Kingdom	9, 16, 25, 35, 38, 41	Registered	UK009059157 56	5/18/2007	11/23/2009
DESIGN (DPReview Split Circles in Square) in Color	United States of America	38, 41	Registered	78/890720	5/23/2006	6/12/2007
DPREVIEW	United States of America	38, 41	Registered	78/853996	4/4/2006	6/12/2007