

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830011

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------|----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mediaocean LLC, as Assignor | | 06/09/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PC Dreamscape Opco, Inc., as Assignee | | |
| Street Address: | 24 W 40th Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5454351 | LUMINA | |
| Registration Number: | 5160943 | COLSPACE | |
| Registration Number: | 1826678 | TSI | |
| 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> | | | |
| Phone: | 6502130300 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | Javier Vazquez/White & Case LLP | | |
| Address Line 1: | 3000 El Camino Real, 2 Palo Alto Square | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94306 | | |
| ATTORNEY DOCKET NUMBER: | 9999999-9999-DP46 | | |
| NAME OF SUBMITTER: | Javier Vazquez | | |
| SIGNATURE: | /Javier Vazquez/ | | |
| DATE SIGNED: | 08/07/2023 | | |
| Total Attachments: 5 | | | |
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| source=2023-06-09 IPA Agreement (Executed)#page2.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of this 9th day of June, 2023, is made between Mediaocean LLC, a Delaware limited liability company (“Assignor”), in favor of PC Dreamscape Opco, Inc., a Delaware corporation (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor, Assignee and Mediaocean Systems Limited, a private limited company incorporated in the United Kingdom have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignor, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the applicable government agencies in any applicable jurisdictions (including, but not limited to, the United States Patent and Trademark Office).

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

- a. The registered Intellectual Property listed in the attached Exhibit A and all issuances, extensions, and renewals thereof (the “Registered IP”), together with the goodwill associated with the Registered IP;
- 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, payments, 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 officials of the applicable government agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, no provision of this Assignment shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. The signatures to this Assignment need not all be on a single copy of this Assignment, and may be facsimiles or electronic scans rather than originals, and shall be fully as effective as though all signatures were originals on the same copy.

5. Benefits; Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of law.

[Signatures Follow]

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

ASSIGNOR:

MEDIAOCEAN LLC

By: William Wise
Name: William H. Wise
Title: Chief Executive Officer, President and Secretary

ASSIGNEE:

PC DREAMSCAPE OPCO, INC.

By: _____
Name: Scott Knoll
Title: Chief Executive Officer

[Signature Page to IP Assignment]

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

ASSIGNOR:

MEDIAOCEAN LLC

By: _____
Name:
Title:

ASSIGNEE:

PC DREAMSCAPE OPKO, INC.

By:  _____
Name: Scott Knoll
Title: Chief Executive Officer

[Signature Page to IP Assignment]

EXHIBIT A

Trademarks

| Country | Mark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|----------------|-------------|---------------|-----------------|--------------------|-----------------|------------------|
| US | LUMINA | Registered | 87176321 | 20-Sep-2016 | 5454351 | 24-Apr-2018 |
| US | COLSPACE | Registered | 87131462 | 09-Aug-2016 | 5160943 | 14-Mar-2017 |
| Australia | LUMINA | Registered | 1826678 | 17-Feb-2017 | 1826678 | 17-Feb-2017 |