

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM830375

<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>
Carrot Creative, LLC		07/31/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carrot Creative Acquisition, LLC		
<b>Street Address:</b>	49 S. 2nd Street		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11249		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5266325	CARROT CREATIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	30963-00165		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	08/08/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of July 31, 2023 (the “Effective Date”) by and between Carrot Creative, LLC, a New York limited liability company (“Assignor”) and Carrot Creative Acquisition, LLC, a New York limited liability company, with an address at 49 S. 2<sup>nd</sup> Street, Brooklyn, NY 11249 (“Assignee”). Assignor and Assignee are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

### RECITALS

A. This Assignment is made and entered into in connection with the closing of the transactions contemplated by that certain Asset and Equity Purchase Agreement, dated as of May 19, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and between Assignor and Assignee.

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Assignee and/or one or more other Persons designated by Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in and to the trademark registrations and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case), copyright registrations and copyright applications and domain name registrations set forth on Attachment A attached hereto (collectively, the “Assigned IP”); and

C. Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

### AGREEMENT

In consideration of the foregoing and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

2. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; and (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

3. Proxy Service and Electronic Transfer for Domain Names. Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the domain names included in the Assigned IP on Assignor's behalf to authorize or request, the applicable registration authority to transfer such domain names from Assignor or such proxy service, as the case may be, to Assignee. Assignor agrees to reasonably cooperate with Assignee to initiate and complete the transfer process in relation to such domain names electronically from Assignor's account to Assignee's account and servers.

4. Further Assurances. Assignor covenants and agrees that, from time to time, Assignor shall provide any further necessary documentation and do all further acts that are, in each case, reasonably requested in writing by Assignee and necessary to transfer and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other applicable governmental authority to record and register this Assignment upon request by Assignee, at the sole cost and expense of Assignee.

5. Terms of the Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail to the extent of the conflict. The Purchase Agreement shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant, liability or obligation contained in the Purchase Agreement.

6. Entire Agreement. This Assignment and the Purchase Agreement reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Governing Law; Jurisdiction. Sections 12.04 and 12.05 of the Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*.

9. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible.

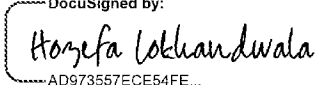
10. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. No other provision of this Assignment is intended to confer upon any Person other than the Parties any rights, benefits, Proceedings or remedies hereunder. Delivery of a .pdf version of one or more signatures to this Assignment shall be deemed adequate delivery for purposes of this Assignment.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

**CARROT CREATIVE, LLC**

By:  AD973557ECE54FE...  
Name: Hozefa Lokhandwala  
Title: Chief Strategy Officer


*(Signature Page to Assignment)*

**TRADEMARK**  
**REEL: 008159 FRAME: 0954**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE

**CARROT CREATIVE ACQUISITION LLC**

By:   
\_\_\_\_\_  
Name: Brad Bailey  
Title: Authorized Signatory

*(Signature Page to Assignment)*

**TRADEMARK**  
**REEL: 008159 FRAME: 0955**

Attachment A

**TRADEMARKS**

Trademark	Recorded Owner	Country	Application Number	Application Date	Registration Number	Registration Date
CARROT CREATIVE	CARROT CREATIVE, LLC	USPTO	86415874	06-OCT-2014	5266325	15-AUG-2017

**COPYRIGHTS**

Title	Recorded Owner	Registration Number	Registration Date
Carrot Creative Avatars.	Carrot Creative, LLC	VAu001118429	Registered: 2012-10-03

**DOMAIN NAMES**

Domain Name	Expiration Date
vicevote.com	2023-10-20