

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brain Dead LLC		08/11/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brain Dead Amusements, LLC		
Street Address:	2045 Violet St.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90021		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4776421	BRAIN DEAD	
Registration Number:	6137649	BRAIN DEAD	
Registration Number:	6265118	BRAIN DEAD	
Registration Number:	6725619	BRAIN-DEAD	
Registration Number:	5821661	BRAIN DEAD	
Registration Number:	6755315	BRAIN DEAD STUDIOS	
Serial Number:	90834207	BRAIN SLAM	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	98900-00004		
NAME OF SUBMITTER:	Stephanie Kann		

CH \$190.00 4776421

SIGNATURE:	/stephanie kann/
DATE SIGNED:	08/15/2023
Total Attachments: 9 source=Brain Dead - Intellectual Property Assignment Agreement Executed#page1.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page2.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page3.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page4.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page5.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page6.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page7.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page8.tif source=Brain Dead - Intellectual Property Assignment Agreement Executed#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and effective as of August 11, 2023 (the “Effective Date”) by and between Brain Dead LLC, a limited liability company formed under the laws of California with an address at 505 28th Ave. Venice, CA 90291 (“Assignor”), and Brain Dead Amusements, LLC, a limited liability company formed under the laws of Delaware with an address at 2045 Violet St., Los Angeles, CA 90021 (“Assignee”). Assignor and Assignee are individually referred to herein as a “Party,” and collectively as the “Parties.”

WHEREAS, Assignor, Assignee and certain other parties have entered into that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignee is a successor to the business of Assignor, and such business is ongoing and existing for purposes of 15 U.S.C. § 1060(a)(1);

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the Company Owned Intellectual Property (as defined in the Purchase Agreement), including the trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case, copyrights and copyright applications, and domain names set forth on Attachment A attached hereto (collectively, the “Assigned IP”); and

WHEREAS, 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.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. 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 the Assignor with respect to any of the foregoing; (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; and (d) all other rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the foregoing.

2. 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 cooperate with Assignee at Assignee’s sole cost and expense to initiate and complete the transfer process in relation to such domain names electronically from Assignor’s account to Assignee’s account and servers.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee **at Assignee's sole cost and expense** to confirm 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 government authority to record and register this Assignment upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

4. 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.

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

6. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. Submission to Jurisdiction. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Assignment brought by any Party or its successors or assigns against the other Party shall be brought and determined in the Court of Chancery of the State of Delaware; provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any state or federal court located in the State of Delaware, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Assignment and the transactions contemplated hereby. Each of the Parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby, (a) any claim that it is not personally

subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Assignment, or the subject matter hereof, may not be enforced in or by such courts.

8. Severability. If any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

9. Counterparts. This Assignment may be executed in counterparts (including facsimile and electronic transmission counterparts), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

10. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Remainder of page intentionally left blank.

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

ASSIGNOR:

Brain Dead LLC

By:



Name: *Gavin Degan*

Title: *President*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

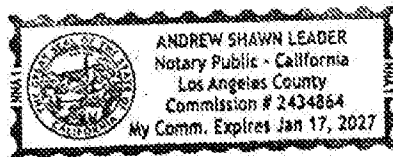
On 8/11/23 before me, Andrew Shawn Leader, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Gavin Degan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certificate of Acknowledgment Document Date: 8/11/23

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

ASSIGNEE:

Brain Dead Amusements, LLC

By: _____

Name: Luke Wood

Title: Authorized Signatory

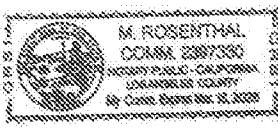
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1185

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On 8-10-2023 before me, M. Rosenthal, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Luke Foster Wood
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rosenthal
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s) _____ Corporate Officer - Title(s) _____
 Partner - Limited General _____ Partner - Limited General _____
 Individual Attorney in Fact _____ Individual Attorney in Fact _____
 Trustee Guardian or Conservator _____ Trustee Guardian or Conservator _____
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Attachment A

Trademark Registrations and Applications

Mark	Reg. No./App. No.
United States	
BRAIN DEAD	4776421
BRAIN DEAD	6137649
BRAIN DEAD	6265118
BRAIN DEAD	6725619
BRAIN DEAD LOGO	5821661
BRAIN DEAD STUDIOS	6755315
BRAIN SLAM	90834207
Australia	
BRAIN DEAD	1882233
European Union	
BRAIN DEAD	017433327
BRAIN DEAD LOGO	18270294
BRAIN DEAD & DESIGN	018107939
Canada	
BRAIN DEAD	TMA1079827
BRAIN DEAD	2039085
China (People's Republic)	
BRAIN DEAD LOGO	49655005
BRAIN DEAD LOGO	49647906
Hong Kong	
BRAIN DEAD	305328199
Japan	
BRAIN DEAD	6062411
BRAIN DEAD	6405157
BRAIN DEAD & DESIGN	6293128
Republic of Korea	

Mark	Reg. No /App No
BRAIN DEAD	401388967
BRAIN DEAD & DESIGN	401652807
Singapore	
BRAIN DEAD	40202015618R
Taiwan	
BRAIN DEAD	02134458
United Kingdom	
BRAIN DEAD	UK00918270294
BRAIN DEAD	UK00917433327
BRAIN DEAD	UK00003510167
BRAIN DEAD & DESIGN	UK00918107939
BRAIN DEAD	UK00003181688
BRAIN-DEAD	UK00003181694
BRAIN DEAD & DESIGN	UK00003421024
Vietnam	
BRAIN DEAD	40432523

Copyright Registrations

Title	Reg. No.
China	
BRAIN DEAD LOGO	2019F00931610
United States	
BRAIN DEAD LOGO	VA 2-156-528

Domain Names

Name	Registrar
wearebraindead.com	Amazon Registrar, Inc.

106276281.9