

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900791714		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MX2 Holdings LLC		08/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apollo Art Global Inc.		
Street Address:	215 W. Huron Street, Suite 1		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6035256	DISCOVER THE ART OF DIGITAL	
Registration Number:	6097303	CI DIGITAL	
Registration Number:	6441688	APOLLO	
Registration Number:	6465538	THE ART OF DIGITAL	
Registration Number:	7037985	ART IN THE SKY	
Serial Number:	97059595	MADE TO INSPIRE	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	asacharoff@muchlaw.com		
Correspondent Name:	Adam K Sacharoff		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0015922.0003		
NAME OF SUBMITTER:	Adam K Sacharoff		

SIGNATURE:	/adamksacharoff/
DATE SIGNED:	08/29/2023
Total Attachments: 7 source=CoverSheet#page1.tif source=Assingment Apollo#page1.tif source=Assingment Apollo#page2.tif source=Assingment Apollo#page3.tif source=Assingment Apollo#page4.tif source=Assingment Apollo#page5.tif source=Assingment Apollo#page6.tif	

ASSIGNMENT OF PATENTS AND TRADEMARKS

This ASSIGNMENT OF PATENTS AND TRADEMARKS (this "**Assignment**"), is entered into as of this 2nd day of August 2023 (the "**Effective Date**") by and between Mx2 Holdings LLC, a Delaware limited liability company ("**Assignor**") and Apollo Art Global Inc., a Delaware corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the exclusive owner of the Patents and Trademarks itemized on "**Schedule A**" hereto attached; *and*

WHEREAS, Assignor wishes to assign its entire right, title, and interest in and to the Patents and Trademarks to the Assignee; *and*

WHEREAS, Assignee is willing to accept the assignment of such Patents and Trademarks from the Assignor.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **Assignment of Patents**. Assignor hereby assigns to Assignee, as of the Effective Date, Assignor's entire right, title and interest in and to the patents (and patent applications, if any) set forth on Schedule A (the "**Patents**"), together with (a) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part of any of the foregoing; (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing accrued as of the Effective Date and thereafter (including, without limitation, the exclusive rights to apply for and maintain all such Patents, applications, renewals, and extensions, to Assignee for all present and future infringements or other violations of any rights in the Patents, and to settle and retain proceeds from any such actions).

2. **Assignment of Trademarks**. Assignor hereby assigns to Assignee, as of the Effective Date, Assignor's entire right, title, and interest in and to the trademarks set forth on Schedule A (the "**Trademarks**"), together with (a) all national, foreign, and state registrations, applications for registrations and renewals and extensions thereof; (b) all common law rights related thereto; (c) all goodwill associated therewith; and (d) all benefits, privileges, causes of action and remedies relating to any of the foregoing accrued as of the Effective Date and thereafter (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions, to Assignee for all present and future infringements or other violations of any rights in the Trademarks, and to settle and retain proceeds from any such actions).

3. **Title to Intellectual Property**. Assignor represents and warrants to Assignee that as of the Effective Date: (a) Assignor is the owner of the Patents and Trademarks; and (b) to Assignor's actual Knowledge, there are no pending claims, actions, or judicial or other adversary proceedings involving any Patents and Trademarks, and that the Patents and Trademarks are free and clear of liens. Assignee acknowledges that Assignor owns the Patents and Trademarks and Assignee shall not contest the Assignor's title to the validity of the Patents or Trademarks. For clarity, within the meaning of this Assignment, "**Knowledge**" shall include only those facts and circumstances actually known to Michael Miller, without investigation.

4. Assumption and Indemnification.

(a) Assignee agrees to defend, indemnify, and hold Assignor harmless from and against all claims, demands, causes of action, suits, damages, expenses (including without limitation reasonable attorneys' fees and costs) and all other liabilities (collectively, "**Liabilities**") arising out of Assignee's and its licensees', assignees', agents', and designees' use of the Trademarks and Patents after the Effective Date. Assignor agrees to defend, indemnify and hold Assignee harmless from claims and against all Liabilities arising out of any breach of the representation and warranty in Section 3.

(b) The foregoing indemnification obligations are conditioned upon the indemnified party (i) giving notice to the indemnifying party of such Liability as soon as reasonably practicable upon

becoming aware of the same; and (ii) providing assistance and information in the defense and/or settlement of the claim or action to which such Liability relates. In no event shall the indemnifying party enter into any settlement or agree to any disposition, without the prior written consent of the indemnified party, that (x) contains an admission of liability or wrongdoing on the part of the indemnified party or otherwise prejudices the rights of the indemnified party; or (y) imposes a material obligation on the indemnified party that is not wholly discharged by the indemnifying party.

5. **Filings.** The parties agree to reasonably execute, file, and record such instruments as are necessary to perfect the Assignee's rights in the Patents and Trademarks at Assignee's own expense, including recording of the conveyance of ownership for the Patents and Trademarks set forth in Schedule A to this Assignment with the U.S. Patent and Trademark Office.

6. **Filings Fees.** Assignee shall be responsible for, and shall pay any and all expenses, fees, and costs, relating to the Patents and Trademarks. Assignee shall be responsible for all expenses, fees, and costs relating to the defense and enforcement of the rights relating to such Patents and Trademarks. The parties acknowledge and agree that, as of the Effective Date, Assignor shall have no obligation to Assignee or any third party to maintain, renew, defend, or enforce the Patents and/or Trademarks, or any rights relating thereto, or to make any filings in connection with the Patents and Trademarks.

7. **Tax Matters.**

(a) An appraisal of the Patents, and Trademarks has been, or will be, completed. Unless and until there has been a "determination," as defined in Section 1313 of the Internal Revenue Code of 1986, as amended (the "**Code**"), to the contrary, the parties agree that the value of the Patents and Trademarks Assignments shall be determined in accordance with the appraisal for applicable Tax (as defined below) purposes (the "**IP Assignment Tax Purchase Price**"). As soon as practicable following receipt of the appraisal, the parties shall agree upon an allocation of the IP Assignment Tax Purchase Price, among the various classes of the Patents and Trademarks (as such classes are defined for the purposes of Section 1060 of the Code). All allocations made pursuant to this Section 7(a) shall be made in accordance with the requirements of Section 1060 of the Code. The Assignee and the Assignor shall not take a position on any Tax Return (as hereinafter defined) (including IRS Form 8594), before any governmental authority or in any judicial proceeding that is in any manner inconsistent with such allocation without the written consent of the other such other party or unless specifically required pursuant to a determination by an applicable governmental authority. The Assignee and the Assignor shall promptly advise each other of the existence of any tax audit, controversy or litigation related to any allocation hereunder.

(b) Subject to the terms and provisions hereof, the parties will cooperate fully with each other in connection with (i) the preparation and filing of any Tax Returns of the Assignor or the Assignee relating to any period, and (ii) any audit examination by or litigation or controversy arising with any governmental authority with respect to any Tax Return referred to in clause (i). Such cooperation shall include, without limitation, the furnishing or making available of records, books of account or other materials necessary or helpful for the preparation and filing of any such Tax Return or the reasonable defense against assertions of any taxing authority as to any such Tax Return relating to any period.

(c) For purposes of this Assignment, (i) "**Tax**" or "**Taxes**" means all taxes, however, denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, imposed by federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and state income taxes), payroll and employee withholding taxes, unemployment insurance, social security taxes, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation premiums and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which are required to be paid, withheld or collected; and (ii) "**Tax Return**" means all reports, estimates, declarations of estimated Tax, information statements and returns relating to, or required to be filed in connection with, any Taxes, including information returns or reports with respect to backup withholding and other payments to third parties.

8. Representations, Covenants and Warranties of Assignor. The Assignor represents, covenants, and warrants to the Assignee as follows:

(a) Assignor is a limited liability company duly organized and validly existing under the laws of Delaware, and is authorized to conduct business in the State of Illinois. Assignor has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Assignment.

(b) The execution, delivery and performance of this Assignment and all other writings relating to it by Assignor have been duly and validly authorized by all necessary corporate action, including action by its Manager. This Assignment constitutes the valid and binding obligation of the Assignor enforceable in accordance with its terms except as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors' generally, or the application of general principles of equity. Neither the execution and delivery of this Assignment nor the consummation by Assignor of the transactions contemplated in it, nor compliance by Assignor with any of its provisions, will: (a) conflict with or result in a breach of the Limited Liability Company Agreement, as amended, of the Assignor; (b) to the best of Assignor's Knowledge, violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or (c) to the best of Assignor's Knowledge, violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any agreement or writing of any nature or restriction of any kind to which Assignor is a party or by which it or its assets or properties may be bound.

(c) All representations and warranties made in this Assignment; (i) are made as of the Effective Date of this Assignment unless a different date is specified in them, and do not constitute representations, warranties or Assignments about any facts, events or legal results at any time after the Effective Date; (ii) shall be deemed made as of the Effective Date; and (iii) shall survive the consummation of the transactions provided for in this Assignment, without regard to any Knowledge of the Assignee.

(d) Assignor has no liability to pay any finder's fee or brokerage commission, or similar fee or commission, with respect to the transactions contemplated by this Assignment for which Assignee could become liable or obligated.

9. Representations, Covenants and Warranties of Assignee. The Assignee represents, covenants, and warrants to the Assignor as follows:

(a) Assignee is a corporation duly organized and validly existing pursuant to the laws of the State of Delaware, and is authorized to conduct business in the State of Illinois. Assignee has all requisite corporate power and authority to own, lease, and operate its properties, to carry on its business as now conducted and to execute, deliver and perform this Assignment.

(b) The execution, delivery, and performance of this Assignment and all other writings relating to it by Assignee have been duly and validly authorized by all necessary corporate action, including action by the Board of Directors. This Assignment constitutes the valid and binding obligation of Assignee enforceable in accordance with its terms except as enforceability may be affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors' generally, or the application of general principles of equity. Neither the execution and delivery of this Assignment nor the consummation by Assignee of the transactions contemplated in it, nor compliance by Assignee with any of its provisions, will: (i) conflict with or result in a breach of the Certificate of Incorporation or By-Laws of Assignee; (ii) to the best of Assignee's Knowledge, violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority; or (iii) to the best of Assignee's Knowledge, violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any agreement or writing of any nature or restriction of any kind to which Assignee is a party or by which it or its assets or properties may be bound.

(c) All representations and warranties made in this Assignment by Assignee; (i) are made as of the Effective Date unless a different date is specified in them, and do not constitute representations, warranties or Assignments about any facts, events, or legal results at any time after the Effective Date; (ii) shall be deemed to be made as of the Effective Date; and (iii) shall

survive the consummation of the transactions provided for in this Assignment, without regard to any Knowledge of the Assignor.

10. Notices. Any notice under this Agreement to Assignee or to Assignor shall be in writing and; (a) if delivered by hand, shall be deemed to have been given when delivered; (b) if delivered by electronic mail, shall be deemed to have been given when transmitted; (c) if mailed, shall be deemed to have been given on the earlier of receipt of three (3) business days after the date when sent by registered or certified United States Mail postage prepaid, return receipt requested; (d) if sent by national overnight courier service, shall be deemed to have been given on the earlier of receipt or the next business day after the date sent, freight prepaid, in each case addressed to Assignee or to the Assignor or other holder at its address show below or at such other addresses as such party may, by written notice to the other, have designated as its address for such purposes.

If to the Assignor:

Mx2 Holdings LLC
215 W Huron St Ste 1
Chicago, IL 60654 USA
Attn: Michael Miller, Manager

If to the Assignee:

Apollo Art Global Inc.
215 W Huron St Ste 1
Chicago, IL 60654 USA
Attn: Michael Miller, President

11. Independent Relationship. In the performance of this Assignment, the parties hereto shall be independent contractors and unless otherwise expressly provided herein or otherwise authorized in writing, shall have no authority to act for or represent the other party in any way or otherwise be deemed an agent of the other party.

12. Applicable Law. This Agreement and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. Both parties hereby consent to the exclusive jurisdiction of any state or federal court located within Cook County, Illinois, which is the location of the Assignee's principal office, and agree that any litigation or other proceeding instituted hereunder shall be brought in such county and state. The parties waive any objection that may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted in Cook County, Illinois.

13. Waiver. Failure of either party to insist on strict compliance with any of the provisions of this Assignment shall not constitute waiver of such party's right to demand later compliance with the same or other provisions of this Assignment.

14. Binding Effect. Neither party shall have the right to assign this Assignment, whether by contract, operation of law or otherwise, without the other party's prior written consent. Subject to the foregoing, this Assignment shall be binding upon and inure to the benefit of the permitted successors and assigns to the parties hereto.

15. Entire Agreement. This Assignment is the entire agreement between the parties regarding the Trademarks and Patents and supersedes all previous agreements regarding the subject matter hereof. Specifically, no intellectual property rights, other than the specified rights in the Patents and Trademarks set forth in this Assignment, are conveyed or are intended to be conveyed from the Assignor to the Assignee.

* * *

[Signature Page Follows]

[Signature Page to Assignment of Patents and Trademarks]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment of Patents and Trademarks as of the Effective Date.

For: **MX2 HOLDINGS, LLC**,
a Delaware limited liability company



Name: Michael Miller
Title: Manager

For: **APOLLO ART GLOBAL INC.**
a Delaware corporation



Name: Michael Miller
Title: President

EXHIBIT A
INTELLECTUAL PROPERTY LISTING

Patents:

Juris	Trade Mark Name	Status	Application No	Filing Date	Registration No.	Registration Date
U.S.	DIGITAL MEDIA DISPLAY SYSTEM	Granted	16/751,238	Jan 24, 2020	10,949,156	Mar 16, 2021
U.S.	DIGITAL MEDIA DISPLAY SYSTEM	Granted	17/167,159	Feb 4, 2021	11,397,552	Aug 5, 2022
PCT	DIGITAL MEDIA DISPLAY SYSTEM	Published	US2022/015020	Feb 3, 2022		

Trademarks:

Juris	Trade Mark Name	Status	Application No	Filing Date	Registration No.	Registration Date
U.S.	CI DIGITAL	Registered	88/278,992	Jan 28, 2019	6,097,303	Jul 7, 2020
U.S.	DISCOVER THE ART OF DIGITAL	Registered	88/400,136	Apr 24, 2019	6,035,551	Apr 14, 2020
U.S.	APOLLO	Registered	88/445,052,	May 24, 2019	6,441,688	Aug 3, 2021
U.S.	THE ART OF DIGITAL	Registered	88/398,683	Dec 21, 2020	6,465,538	Aug 24, 2021
U.S.	ART IN THE SKY	Registered	88/779,439	Jun 17, 2021		
U.S.	MADE TO INSPIRE	Registered	97/059,595	Oct 5, 2021		