

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854564

<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>
Livingly Media, Inc.		09/01/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LITERALLY MEDIA LTD.		
<b>Street Address:</b>	32 Maskit Street		
<b>City:</b>	Herzelia		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	4673332		
<b>Entity Type:</b>	Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4387202	ZIMBIO	
<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>Email:</b>	trademarks@gornitzky.com		
<b>Correspondent Name:</b>	Gornitzky & Co		
<b>Address Line 1:</b>	6480 Calverton Drive, Unit 202		
<b>Address Line 4:</b>	Frederick, MARYLAND 20874		
<b>ATTORNEY DOCKET NUMBER:</b>	T-80116-US		
<b>NAME OF SUBMITTER:</b>	Michelle Rosenberg		
<b>SIGNATURE:</b>	/mw/		
<b>DATE SIGNED:</b>	11/19/2023		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”) is entered into as of September 1, 2023, by and between: **Literally Media, Ltd.** (“Assignee”); and each of (a) **Dover Media Inc.**; (b) **Livingly Media, Inc.**; and (c) **Recurrent Ventures Inc.** (“Assignors”; the Assignee and each of the Assignors, together, the “Parties”). Capitalized terms used but not herein defined shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of the date hereof, entered by and among Assignee (as Buyer), Assignors (as Sellers) (as may be amended, supplemented, acquired or otherwise modified from time to time, the “Purchase Agreement”).

**RECITALS**

**WHEREAS**, the Sellers *inter alia* operate the Domains & SMA.

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignors have agreed to convey, transfer and assign to Assignee the Intellectual Property Assets, and Assignee has agreed to accept such conveyance, transfer and assignment of, among others, the Intellectual Property Assets,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Sale, Transfer, Assignment, Delivery and Conveyance. Effective as of 12:01 a.m. (local time, New York, New York), as of the Closing Date, Assignors do hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby acquire and accept from Assignors, all of Assignors’ rights, title, goodwill and interest, throughout the world, in, to and under the Intellectual Property Assets, including without limitation:

- a. all trademarks, service marks, brands, certification marks, logos, slogans, trade dress, tradenames and other similar indicia of source or origin, whether registered or not, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, extensions and renewals of, any of the foregoing, to the extent relating to the Domains & SMA, including those set forth on Exhibit A;
- b. all copyrights and works of authorship, whether or not copyrightable, and all registrations, mask works, trade dress, applications for registration, renewals of any of the foregoing, to the extent relating to the Domains & SMA;
- c. all domain names, email addresses and internet websites to the extent relating to the Domains & SMA, including those set forth on Exhibit B; and

- d. social media accounts, sites, pages, including, but not limited to, Instagram, Facebook, Twitter, Pinterest, Tik-Tok, and all “handles”, users, fans and/or followers thereof, and blogs, to the extent relating to the Domains & SMA, including those set forth on Exhibit C.

together with all rights of any kind whatsoever of Assignors accruing under any of the Intellectual Property Assets provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Intellectual Property Assets, and all rights of action and defenses accrued, accruing and to accrue in respect of the Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignors in all matters related to all of the foregoing (collectively, the “Assigned IP”); in each case, free and clear of any Encumbrances. Assignors hereby waive any moral rights, or rights equivalent thereto, that Assignors may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, Assignors agree that they shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

2. Recordation. Assignors hereby authorize the Commissioner for Trademarks and the Commissioner for Patents in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other governmental officials, the applicable domain name registrars, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Power of Attorney. Effective as of the date hereof, Assignors hereby constitute and appoint Assignee as the true and lawful agent and attorney-in-fact of Assignors, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Assignors but on behalf and for the benefit of Assignee and its successors and assigns, but only for the limited purpose to demand and receive any of the assets being assigned hereby, and to give receipts and releases therefor, and from time to time solely to institute and prosecute, in the name of Assignors or otherwise, any and all actions in Assignors’ name, that Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee’s rights in the Assigned IP.

4. Further Assurances. Assignors agree to cooperate with Assignee in taking any action which Assignee reasonably requests in writing to perfect or enforce Assignee’s rights in the Assigned IP, and Assignors agree to execute any and all documents reasonably necessary or appropriate to obtain and enforce copyrights, patents, trademarks and trade secrets in the Assigned IP, including specific assignments of such Assigned IP for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and other actions required or necessary to aid Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Assigned IP in the United States and throughout the world.

5. No Effect on Purchase Agreement. The Parties hereby acknowledge and agree that (a) none of the provisions of the Purchase Agreement, nor any of the rights, remedies or obligations of any of the Parties thereunder, shall be deemed modified, amended, extended, enlarged, limited or altered in any way by this Assignment and (b) this Assignment is subject to all of the representations, warranties, covenants, agreements, and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. To the extent any conflict or inconsistency exists between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail.

4. Amendment. This Assignment may not be amended or altered except by a written instrument executed by the Parties.

5. Binding Effect. This Assignment shall be binding upon, and will inure to the benefit of, the Parties and their Affiliates and their respective successors and assigns.

6. Severability. If any term or provision of this Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.8 of the Purchase Agreement.

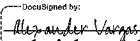
8. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Assignment. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties included in this Assignment are intended to authenticate this writing and to have the same force and effect as manual signatures.

*[Signature page follows]*

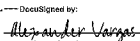
**IN WITNESS WHEREOF**, the Parties have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

**ASSIGNORS:**

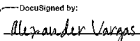
**Dover Media Inc.**

By:  \_\_\_\_\_  
Name and title: Alexander Vargas, Chief Executive Officer

**Livingly Media, Inc.**

By:  \_\_\_\_\_  
Name and title: Alexander Vargas, Chief Executive Officer

**Recurrent Ventures Inc.**

By:  \_\_\_\_\_  
Name and title: Alexander Vargas, Chief Executive Officer

**ASSIGNEE:**

**Literally Media, Ltd.**

By: \_\_\_\_\_  
Name and title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

**ASSIGNORS:**

**Dover Media Inc.**

By: \_\_\_\_\_  
Name and title: Alexander Vargas, Chief Executive Officer

**Livingly Media, Inc.**

By: \_\_\_\_\_  
Name and title: Alexander Vargas, Chief Executive Officer

**Recurrent Ventures Inc.**

By: \_\_\_\_\_  
Name and title: Alexander Vargas, Chief Executive Officer

**ASSIGNEE:**

**Literally Media, Ltd** ליטרלי מדיה בע"מ  
**Literally Media LTD**  
514615798 ס.ח

By: \_\_\_\_\_  
Name and title: Shahar Sheharabany, Director

**EXHIBIT A**  
**TRADEMARKS**

**Registered Trademarks:**

<i>Trademark</i>	<i>Jurisdiction</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>Status</i>	<i>Next Renewal Date</i>
MEL	U.S.	07/11/2017	5239135	Registered	07/11/2027
ZIMBIO	U.S.	08/20/2013	4387202	Registered	08/20/2023
ZIMBIO	European Union	03/16/2016	013841531	Registered	03/16/2025

**Unregistered Trademarks**

**MEL Magazine Logo:**





**EXHIBIT B**

**DOMAIN NAMES**

Domains:

1. melmagazine.com
2. itsmel.com
3. melonshell.com
4. melindustries.com
5. wearemel.com
6. dscmel.com
7. melbordeaux.com

## EXHIBIT C

### SOCIAL MEDIA ACCOUNTS

#### Facebook

1. <https://www.facebook.com/melmagazine/>
2. <https://www.facebook.com/Zimbio/>

#### Instagram

1. <https://www.instagram.com/wearemel/?hl=en>
2. <https://www.instagram.com/zimbio/?hl=en>

#### Twitter

1. <https://twitter.com/wearemel>
2. <https://twitter.com/zimbio>

#### LinkedIn

1. <https://www.linkedin.com/company/mel-industries/about/>

#### TikTok<sup>1</sup>

1. <https://www.tiktok.com/@zimbio.com>

#### Pinterest

1. <https://www.pinterest.com/zimbio/>

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<sup>1</sup> Note to Draft: The Sellers have not been able to access the Zimbio TikTok page.