

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856999

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Populous Global I, LLC		11/14/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Populous Global II, LLC		
<b>Street Address:</b>	4800 Main Street, Suite 300		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64112		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88389426	JUMP STUDIOS	
<b>Registration Number:</b>	3683005	POPULOUS	
<b>Registration Number:</b>	3683007	POPULOUS	
<b>Registration Number:</b>	3683009	POPULOUS	
<b>Registration Number:</b>	3683011	POPULOUS	
<b>Registration Number:</b>	3683013	POPULOUS	
<b>Registration Number:</b>	3683120	DRAWING PEOPLE TOGETHER	
<b>Registration Number:</b>	5241613	POPULOUS	
<b>Registration Number:</b>	5548156	POPULOUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9134510875		
<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>	9134515103		
<b>Email:</b>	TMDocket@lathrogpm.com,Amy.Brozenic@lathrogpm.com,Cynthia.Maust@lathrop		
<b>Correspondent Name:</b>	Amy Brozenic, LATHROP GPM LLP		
<b>Address Line 1:</b>	2345 Grand Boulevard, Suite 2200		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108-2618		

OP \$240.00 88389426

<b>ATTORNEY DOCKET NUMBER:</b>	489528 Assignment #2
<b>NAME OF SUBMITTER:</b>	Amy Brozenic
<b>SIGNATURE:</b>	/Amy Brozenic/
<b>DATE SIGNED:</b>	11/29/2023

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 14th day of November, 2023 ("Effective Date"), by and between Populous Global I, LLC, a Delaware limited liability company, with a business address of 4800 Main Street, Suite 300, Kansas City, Missouri 64112 ("Assignor"), and Populous Global II, LLC, a Delaware limited liability company, with a business address of 4800 Main Street, Suite 300, Kansas City, Missouri 64112 ("Assignee"). Each of Assignor and Assignee may be referred to in this Agreement as a "Party," and collectively as the "Parties."

**RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the Effective Date, by and among Assignor and Assignee ("Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Assignor assigned to Assignee, and Assignee acquired from Assignor, the Contributed Assets (as defined in the Contribution Agreement), which include the trademarks and service marks and applications and registrations therefore set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, the Parties desire to confirm Assignee's ownership in the Marks.

**AGREEMENT**

NOW, THEREFORE, in consideration for the execution of the Contribution Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Subject to the terms of the Contribution Agreement, Assignor hereby assigns, transfers and contributes to Assignee, and Assignee hereby accepts the assignment, transfer and contribution of, Assignor's entire worldwide right, title and interest in and to the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks, and Assignor will cooperate in executing documents requested by Assignee to complete formalities for recordation of the assignment of registrations and pending applications for Marks with the appropriate governmental authorities. For such purpose, Assignor expressly consents to Assignee's recordation of this Assignment with only such portion of Schedule A that lists registrations or pending applications existing in the applicable country or countries.

From and after the Effective Date, the Parties shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize, record and make effective the transactions contemplated by this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, all matters relating to the interpretation, construction, validity and enforcement of this Assignment, including all claims (whether in contract or tort) that may be based upon, arise out of or

relate to this Assignment or the negotiation, execution or performance of this Assignment or the transactions contemplated hereby, shall be governed by and construed in Assignment with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

No provisions of this Assignment shall be deemed amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by an authorized representative of each Party. No provisions of this Assignment shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the Parties transmitted by .pdf or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

*[Signature page follows]*

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

**ASSIGNOR:**

POPULOUS GLOBAL I, LLC

By: 

Name: Zachary Rudman

Title: Secretary

**ASSIGNEE:**

POPULOUS GLOBAL II, LLC

By: 

Name: Kevin Hagan

Title: Treasurer

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On the 9<sup>th</sup> day of November in the year 2023, before me, Brooklynn Bennett, Notary Public, personally appeared Zachary Rutman, Kevin H. H. H. who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument titled **TRADEMARK ASSIGNMENT** and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 Missouri that the foregoing paragraph is true and correct.

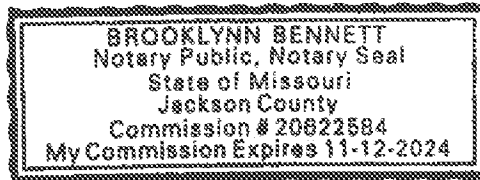
Brooklynn Bennett

Notary Public

Print Name: Brooklynn Bennett

My Commission Expires:

11-12-2024



**SCHEDULE A****TRADEMARK REGISTRATIONS**

United States:

<b>Mark</b>	<b>Country</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DRAWING PEOPLE TOGETHER	United States of America	77/684,425	Mar 5, 2009	3683120	Sep 15, 2009
JUMP STUDIOS	United States of America	88/389,426	Apr 17, 2019	N/A	N/A
POPULOUS	United States of America	77/682,698	Mar 3, 2009	3683005	Sep 15, 2009
POPULOUS	United States of America	77/682,702	Mar 3, 2009	3683007	Sep 15, 2009
POPULOUS	United States of America	77/682,707	Mar 3, 2009	3683009	Sep 15, 2009
POPULOUS	United States of America	77/682,711	Mar 3, 2009	3683011	Sep 15, 2009
POPULOUS	United States of America	77/682,717	Mar 3, 2009	3683013	Sep 15, 2009
POPULOUS	United States of America	87/065,820	Jun 9, 2016	5548156	Aug 28, 2018
POPULOUS	United States of America	87/318,395	Jan 30, 2017	5241613	Jul 11, 2017