

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543108

<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>
Galaxy Media LLC		09/26/2019	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prizeout Corp.		
<b>Street Address:</b>	200 E. 36th Street, Apt 5AB		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88405444	PRIZEOUT	
<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>Phone:</b>	858-232-2571		
<b>Email:</b>	alena@herranenlaw.com		
<b>Correspondent Name:</b>	Alena Herranen		
<b>Address Line 1:</b>	4365 Samoset Avenue		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92117		
<b>NAME OF SUBMITTER:</b>	ALENA HERRANEN		
<b>SIGNATURE:</b>	/AHERRANEN/		
<b>DATE SIGNED:</b>	09/30/2019		
<b>Total Attachments: 3</b>			
source=ASSIGN_-_GXM_TO_PRIZEOUT_09_26_2019-fully executed#page1.tif			
source=ASSIGN_-_GXM_TO_PRIZEOUT_09_26_2019-fully executed#page2.tif			
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OP \$40.00 88405444

## ASSIGNMENT OF TRADEMARK AND TRADEMARK APPLICATIONS

This Assignment of Trademark and Trademark Applications (this "Agreement") is made this September 26, 2019 ("Effective Date"), from Galaxy Media LLC, a Nevada Limited Liability Company, with a current business address at 3993 Howard Hughes Pkwy #450, Las Vegas, NV 89169 ("Assignor") to PRIZEOUT CORP, a Delaware corporation, with a current business address at 200 E. 36th Street, Apt 5AB, New York, NY 10016 ("Assignee").

### RECITALS

A. Assignor is the sole owner of the trademark and trademark applications listed in Exhibit A attached hereto ("Marks").

B. Assignor desires to transfer the Marks and the goodwill and common law rights associated therewith to Assignee by this instrument.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

**1. ASSIGNMENT.** For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, together with all the goodwill of the business symbolized by the Marks, and all rights of action, powers, and benefits belonging or accrued to the Marks, including the right to take action against any person for any infringement of the Marks occurring before the effective date of this Agreement ("Assets").

**2. RECORDATION.** Assignor hereby requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Marks, and to issue the Marks to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Marks.

**3. NO MODIFICATION.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies, or obligations of the Assignor and the Assignee under the Agreement. In the event of a conflict or inconsistency between the Agreement and this Assignment, the Agreement shall control and take precedence.

**4. SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

**5. COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be an original, and any one of which need not contain the signatures of more than one party,

but all such counterparts taken together will constitute one and the same instrument. but all of which taken together shall constitute one and the same agreement. This Assignment may be executed and delivered by facsimile or portable document format (.PDF) transmission. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

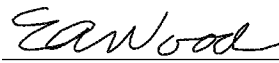
**6. HEADINGS.** The subject headings of the paragraphs of this Assignment are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**7. GOVERNING LAW.** The internal law, without regard to conflicts of law principles, of the State of New York will govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment, or have caused this Assignment to be duly executed on their behalf, as of the Effective Date.

**Assignor:**

GALAXY MEDIA LLC

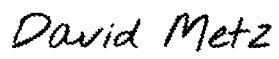
By:   
Name: Elizabeth Wood  
Its: Chief Financial Officer

**ACCEPTANCE OF ASSIGNMENT**

The undersigned hereby accepts and consents to the foregoing Assignment according to the terms and provisions thereof.

**Assignee:**

PRIZEOUT CORP.,  
a Delaware corporation

By:   
Name: David Metz  
Its: Chief Executive Officer

**Exhibit A**

**US Trademark Application** **Serial #**

PRIZEOUT 88405444

**International Trademark (WIPO)** **Registration #**

PRIZEOUT 1474668

**Australia Trademark Application** **Serial #**

PRIZEOUT 2020853

**EUIPO Trademark Application** **International Reg #**

PRIZEOUT 1474668

**Canada Trademark Application** **Serial #**

PRIZEOUT 1964092