

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544321

<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>
Wiluna Holdings, LLC		10/08/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LICENSING IP INTERNATIONAL S.À R.L.		
<b>Street Address:</b>	32 Boulevard Royal		
<b>City:</b>	Luxembourg City		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-2449		
<b>Entity Type:</b>	Limited Liability Company: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5446254	IMAGES4SALE	
<b>Registration Number:</b>	5446255	VIDEOS4SALE	
<b>Registration Number:</b>	5109463	MLNP	
<b>Registration Number:</b>	5271787	MY CLIP STORE	
<b>Registration Number:</b>	4888913	4CLIP	
<b>Registration Number:</b>	5014058	4CLIPS	
<b>Registration Number:</b>	4960826	C4	
<b>Registration Number:</b>	4814248	CLIP4	
<b>Registration Number:</b>	4800900	CLIPS4	
<b>Registration Number:</b>	4099643	C4S.COM	
<b>Registration Number:</b>	4099642	C4S	
<b>Registration Number:</b>	3554200	CLIPS4SALE	
<b>Registration Number:</b>	3508680	CLIPS4SALE.COM	
<b>Serial Number:</b>	88422613	CLIPPY THE BEAR	
<b>Serial Number:</b>	88059794	MAKE MONEY WHILE YOU SLEEP	
<b>Serial Number:</b>	87042149	MAKE LOVE NOT PORN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5143593556		

OP \$415.00 5446254

TRADEMARK

**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.**

**Phone:** 5143593555 x 2222  
**Email:** anthony.penhale@mindgeek.com  
**Correspondent Name:** Anthony Penhale  
**Address Line 1:** 7777 Decarie  
**Address Line 4:** Montreal, QUEBEC H4P 2H2

<b>NAME OF SUBMITTER:</b>	Anthony Penhale
<b>SIGNATURE:</b>	/Anthony Penhale/
<b>DATE SIGNED:</b>	10/08/2019

**Total Attachments: 7**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”) is made as of this October 8, 2019, by and among **WILUNA HOLDINGS, LLC** (“**Assignor**”) in favour of **LICENSING IP INTERNATIONAL S.À R.L.** (“**Assignee**”).

Reference is made to that certain Asset Purchase Agreement, dated August 29, 2019 (as the same may be amended, restated, replaced or superseded, the “**Asset Purchase Agreement**”), by and among Intermark Management, Inc., a corporation incorporated under the laws of the State of Florida, Wiluna Holdings, LLC, a limited liability company constituted under the laws of the State of Delaware, and Tropical Sun Ltd, a limited liability company organized under the laws of the Republic of Cyprus. Capitalized terms not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in the Purchase Agreement.

**WHEREAS**, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

**NOW THEREFORE**, the parties agree as follows:

### **1. Assignment.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications trademarks listed on the attached Schedule A all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

To the extent, if any, that the foregoing does not provide Assignee with full ownership, right, title, and interest in and to the Assigned Trademarks, Assignor hereby grant to Assignee an exclusive, perpetual, irrevocable, assignable, fully-paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Assigned Trademarks, in any form, whether now known or hereafter discovered, with the right to sublicense each and every such right.

**2. Recordation and Further Actions.**

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

**3. Terms of the Asset Purchase Agreement.**

The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

**4. Counterparts.**

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

**5. Successors and Assigns.**

This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**6. Governing Law.**

This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark

Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the 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).

**[Remainder of Page intentionally left blank. Signature page follows.]**

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the day and year first above written.

**WILUNA HOLDINGS, LLC**

By: \_\_\_\_\_

Name:

Title:

**LICENSING IP INTERNATIONAL S.À R.L.**, by  
its manager, MindGeek S.À R.L.

By: \_\_\_\_\_

Name: Anis Baba

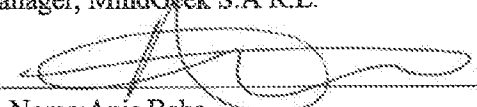
Title: Class A Manager

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the day and year first above written.

**WILUNA HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSING IP INTERNATIONAL S.À R.L., by  
its manager, MindGeek S.À R.L.**

By:   
Name: Anis Baba  
Title: Class A Manager

**SCHEDULE A**  
Assigned Trademarks

Trademark	Application/ Registration Number(s)	International Class(es)	Date of First Use in Commerce	Date of application filing	Date of Registration
CLIPPY THE BEAR	A#: 88422613	9, 35, 41		09-05-2019	-
MAKE MONEY WHILE YOU SLEEP	A#: 88059794	9, 41	31-07-2003	31-07-2018	-
IMAGES4SALE	A#: 87442024 R#: 5446254	9, 42	31-12-2006	09-05-2017	17-04-2018
VIDEOS4SALE	A#: 87442082 R#: 5446255	42	31-12-2003	09-05-2017	17-04-2018
MAKE LOVE NOT PORN	A#: 87042149	9, 41	15-01-2016	18-05-2016	-
MLNP	A#: 87042162 R#: 5109463	9, 41	15-01-2016	18-05-2016	27-12-2016
MY CLIP STORE	A#: 86770323 R#: 5271787	9, 41	30-11-2016	28-09-2015	22-08-2017
4CLIP	A#: 86639560 R#: 4888913	9	20-05-2015	22-05-2015	19-01-2016
4CLIPS	A#: 86630218 R#: 5014058	9	22-03-2015	14-05-2015	02-08-2016
C4	A#: 86327332 R#: 4960826	9, 41	21-03-2015	02-07-2014	17-05-2016
CLIP4	A#: 86326115 R#: 4814248	9	26-03-2015	01-07-2014	15-09-2015
CLIPS4	A#: 86326105 R#: 4800900	9	26-03-2015	01-07-2014	25-08-2015
C4S.COM	A#: 85013487 R#: 4099643	41	10-04-2010	14-04-2010	14-02-2012



Trademark	Application/ Registration Number(s)	International Class(es)	Date of First Use in Commerce	Date of application filing	Date of Registration
C4S	A#: 85013460 R#: 4099642	41	26-08-2007	14-04-2010	14-02-2012
CLIPS4SALE	A#: 78801946 R#: 3554200	41	21-07-2003	30-01-2006	30-12-2008
CLIPS4SALE.COM	A#: 78800880 R#: 3508680	41	21-07-2003	27-01-2006	30-09-2008