

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen MLT, LLC		11/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mythos Studios, LLC		
Street Address:	1445 N. Stanley Avenue, Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87827265	FATHOM	
Serial Number:	87827286	SOULFIRE	
Serial Number:	87827274	MICHAEL TURNER'S FATHOM	
Serial Number:	87827297	MICHAEL TURNER'S SOULFIRE	
Serial Number:	87786494	FATHOM	
Serial Number:	87786416	SOULFIRE	
Serial Number:	87786473	MICHAEL TURNER'S FATHOM	
Serial Number:	87786454	MICHAEL TURNER'S SOULFIRE	
CORRESPONDENCE DATA			
Fax Number:	3105530687		
<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:	3105533610		
Email:	ipmail@greenbergglusker.com		
Correspondent Name:	Elizabeth Sbardellati		
Address Line 1:	1900 Avenue of the Stars		
Address Line 2:	Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Elizabeth Sbardellati		

CH \$215.00 87827265

SIGNATURE:	/elizabeth sbardellati/
DATE SIGNED:	12/12/2019
Total Attachments: 5 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif	

ADDENDUM TO OPTION PURCHASE AGREEMENTS

This Addendum ("Addendum") is effective as of ~~ADVERSE~~ 5th 2019 by and between Mythos Studios, LLC (formerly ICH DM Studios, LLC) ("Mythos") and Aspen MLT, LLC ("Aspen") (each a "Party" and collectively the "Parties"). Any capitalized terms not defined herein will have the definitions accorded to them in the Option Agreements (as defined below).

WHEREAS, the Parties executed that certain Amended and Restated Purchase Agreement – Literary Material dated as of December 28, 2017 relating to Aspen's comic book property entitled "Soulfire" ("Soulfire Agreement");

WHEREAS, the Parties also executed that certain Amended and Restated Purchase Agreement – Literary Material dated as of December 28, 2017 relating to Aspen's comic book property entitled "Fathom" ("Fathom Agreement") (the Soulfire Agreement and Fathom Agreement shall be collectively referred to herein as the "Option Agreements" and Aspen's "Soulfire" and "Fathom" comic book properties shall be defined as the "Properties"); and

WHEREAS, the Parties wish to memorialize their agreement with respect to Mythos' right to apply to register certain trademarks related to the rights optioned by Mythos from Aspen pursuant to the Option Agreements.

NOW, THEREFORE, in consideration for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed by the Parties, the Parties agree to amend the Option Agreements as follows:

1. Aspen agrees that during the Option Period, Mythos shall be entitled (but not obligated), in its sole discretion, to apply to register the titles of the Properties as trademarks to protect against third-party appropriations and/or registrations. Such applications will be at Mythos' sole cost and may be filed in Mythos' name in any country/jurisdiction in the world and may cover any relevant class of good or services, except Class 16 which is reserved for Athens.

2. In addition, Aspen agrees to assign to Mythos, pursuant to the short form assignment attached hereto as Exhibit A, those pending U.S. applications for the titles of the Properties currently owned by Aspen. For the sake of clarity, the foregoing shall exclude those registrations owned by Aspen covering comic books in Class 16, which it will retain, namely U.S. Reg. No. 2,237,836 (FATHOM in Class 16), Reg. No. 5,569,530 (SOULFIRE in Class 16), Reg. No. 5,854,304 (MICHAEL TURNER'S FATHOM in Class 16), and Reg. No. 5,569,531 (MICHAEL TURNER'S SOULFIRE in Class 16).

3. All applications filed or acquired by Mythos incorporating the titles of the Properties will hereinafter be referred to as the "Applications." In the event Mythos exercises its Option in connection with an Option Agreement, Mythos will retain all rights in the Applications incorporating the title of the Property that is the subject of such Option Agreement.

4. If, on the other hand, Mythos does not exercise its Option under an Option Agreement and the applicable Option Period expires, Mythos agrees that it will (a) allow to lapse

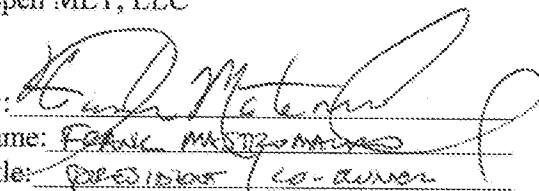
all pending Applications that incorporate the title of the Property that is subject of such expired Option Agreement; (b) expressly abandon any active Applications or any registrations resulting from such Applications; or (c) if requested by Aspen, assign such Applications to Aspen, promptly following the date Aspen reimburses Mythos for all of its out-of-pocket costs and expenses (including outside legal expenses) actually incurred in connection with the filing of such Applications.

5. This Addendum, and the rights and obligations hereunder, shall be binding upon and inure to the benefit of the respective parties and their assigns, transferees and successors. For the sake of clarity, should Mythos undergo a change of control transaction or transfer all or substantially all of its assets to a third party, the obligations under this agreement shall be assumed by and be binding upon the applicable successor or transferee.

6. Except as set forth in this Addendum, the Option Agreements will remain in full force and effect; provided, however, in the event of any inconsistency between the Option Agreements and this Addendum, this Addendum will govern. This Addendum may be executed in counterparts (including by electronic transmission), each of which will be deemed an original, but all of which together will constitute one and the same agreement.

ACCEPTED AND AGREED as of the date written above:

Aspen MLT, LLC

By: 
Name: Fabrik M. Strozomir
Title: President / Co-owner

Mythos Studios, LLC
(Formerly ICH DM Studios, LLC)

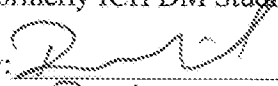
By: 
Name: David M. ...
Title: Chairman

EXHIBIT A

SHORT FORM TRADEMARK ASSIGNMENT

S9389-00002/3239855.1

TRADEMARK

REEL: 006815 FRAME: 0329

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is dated as of November 5th, 2019 (the "Effective Date"), by and among Aspen MLT, LLC ("Assignor") and Mythos Studios, LLC ("Assignee").

Assignor and Assignee are parties to those certain Option Purchase Agreements, dated December 28, 2017 (the "Agreements"), pursuant to which Assignor has agreed to assign the trademark applications identified on Schedule I (the "Applications") to Assignee. In furtherance of the foregoing, Assignor hereby grants, sells, transfers, assigns, conveys and delivers to Assignee all right, title and interest of every kind and nature in and to the Applications and all goodwill and business associated with the trademarks that are the subject thereof.

Assignor hereby authorizes the United States Patent & Trademark Office to record Assignee as assignee and owner of the right, title and interest in and to the Applications.

This Assignment shall be construed and interpreted in accordance with the Agreements. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreements or affect or modify any of the rights or obligations of the parties under the Agreements. In the event of any conflict between the provisions hereof and the provisions of the Agreements, the provisions of the Agreements shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

ACCEPTED AND AGREED as of the date written above:

Aspen MLT, LLC

Mythos Studios, LLC
(Formerly ICH DM Studios, LLC)

By: [Signature]
Name: Brandon McInnes
Title: President / Co-owner

By: [Signature]
Name: David McInel
Title: Chairman

SCHEDULE 1

APPLICATIONS

Trademark	Application Serial No.	Goods / Services
FATHOM	87/827,265	IC 009: Video game software IC 041: Production and distribution of motion pictures, film and television programs; Entertainment in the nature of a series of movies, namely, production and distribution of motion pictures, film and television programs
SOULFIRE	87/827,286	IC 009: Video game software IC 041: Production and distribution of motion pictures, film and television programs; Entertainment in the nature of a series of movies, namely, production and distribution of motion pictures, film and television programs
MICHAEL TURNER'S FATHOM	87/827,274	IC 009: Video game software IC 041: Production and distribution of motion pictures, film and television programs; Entertainment in the nature of a series of movies, namely, production and distribution of motion pictures, film and television programs
MICHAEL TURNER'S SOULFIRE	87/827,297	IC 009: Video game software IC 041: Production and distribution of motion pictures, film and television programs; Entertainment in the nature of a series of movies, namely, production and distribution of motion pictures, film and television programs
FATHOM	87/786,494	IC 028: Action figure toys; Plush toys
SOULFIRE	87/786,416	IC 028: Action figure toys; Plush toys
MICHAEL TURNER'S FATHOM	87/786,473	IC 028: Action figure toys; Plush toys
MICHAEL TURNER'S SOULFIRE	87/786,454	IC 028: Action figure toys; Plush toys

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TRADEMARK

RECORDED: 12/12/2019

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