

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636540

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT		
RESUBMIT DOCUMENT ID:	900605469		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
404 Media LLC		10/09/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Artist Ltd		
Street Address:	Kibbutz		
City:	Afikim		
State/Country:	ISRAEL		
Postal Code:	1514800		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88703669	MOTION ARRAY	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bcplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 NORTH BROADWAY		
Address Line 2:	SUITE 3600		
Address Line 4:	ST. LOUIS, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	3004881.2		
DOMESTIC REPRESENTATIVE			
Name:	Lindsay Cohen Schneider		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Lindsay Cohen Schneider		
SIGNATURE:	/Lindsay Cohen Schneider/		

DATE SIGNED:

04/02/2021

Total Attachments: 16

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ASSET PURCHASE AGREEMENT

BY AND AMONG

ARTLIST, INC.,

ARTLIST LTD.,

404 MEDIA LLC ,AND

HERBERT LEVIN AND TYLER WILLIAMS

OCTOBER 9, 2020

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into effective as of October 9, 2020 ("Effective Date") by and among Artlist, Inc., a Delaware corporation (the "US Purchaser"), Artlist Ltd. ("Israeli Purchaser", and collectively with the US Purchaser, the "Purchaser"), 404 Media LLC, a Georgia limited liability company (the "Company"), and each of Herbert Levin and Tyler Williams (collectively, the "Company Partners").

RECITALS

WHEREAS, the Company is engaged in the business of: a) developing and providing an online marketplace for graphics designers, artists and musicians, filmmakers, videographers, animators to upload original digital content for use by third parties and for third parties to utilize such content, with appropriate fees paid by the third parties and received by the originators of the content, such content primarily consisting of motion graphics templates for post-production software, including templates for After Effects and Premier Pro; royalty-free music; sound effects; and stock video; b) providing an online feature that enables graphics designers and similar users to upload video content for sharing work product with third parties; c) providing an online portfolio website builder that enables graphics designers and similar users to build a website to display their work; d) providing proprietary software plug-ins that integrate with post-production software that offers transitions and effects not available to Premiere Pro; and/or e) any other content which is not specified above but included in the Company's Catalogue (as defined below, and collectively subsection a) to e) the "Field"); and

WHEREAS, the Company wishes to sell and assign to the Purchaser, and the Purchaser wishes to purchase and assume from Company, certain assets and liabilities of the Acquired Business set forth herein, subject to the terms and conditions set forth herein (the "Transaction"); and

WHEREAS, the Company Partners own one hundred percent (100%) of the issued and outstanding membership, ownership and/or equity interests in the Company (the "Ownership Interests"); and

[REDACTED]

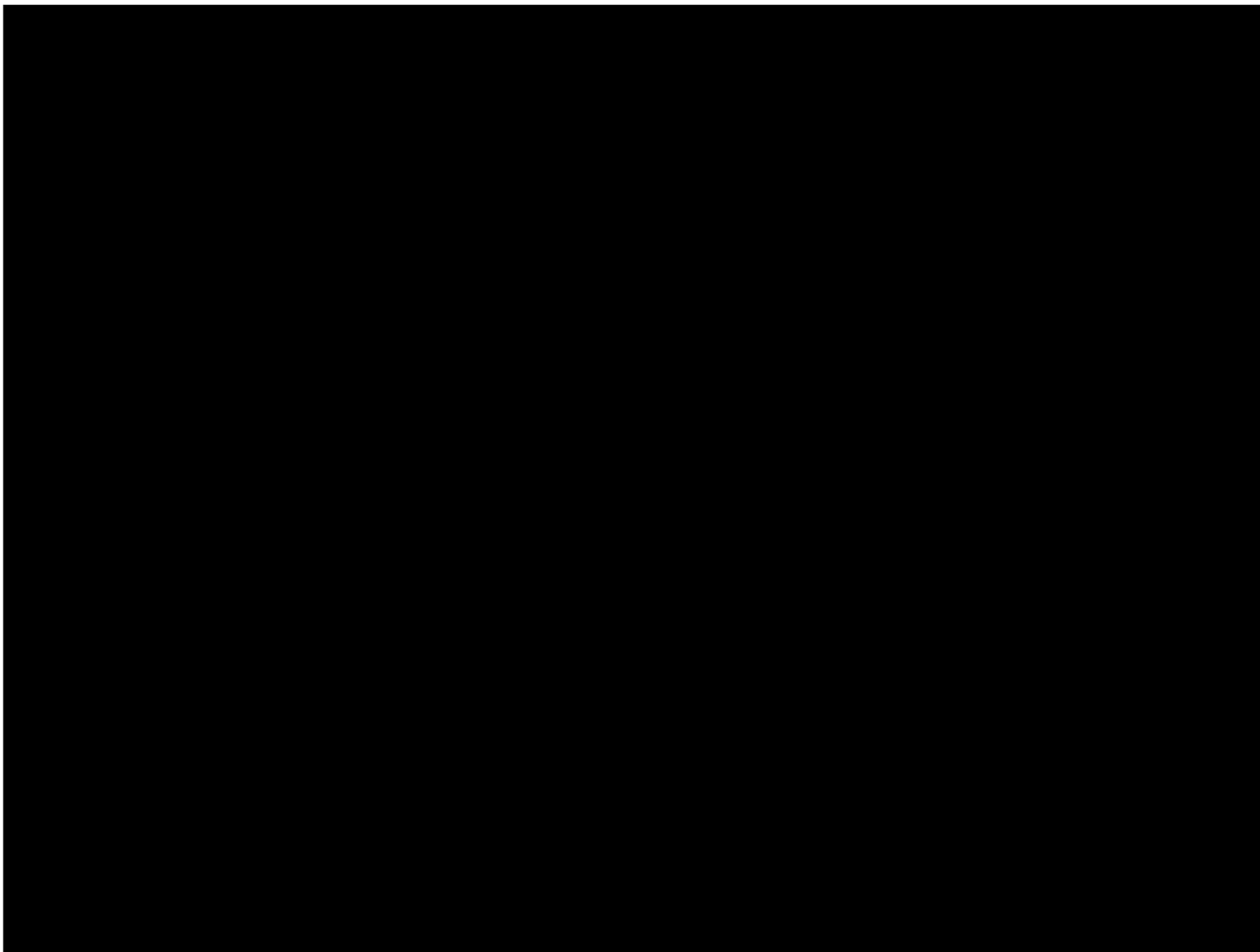
NOW, THEREFORE, in consideration of the mutual representations, warranties, promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINITIONS**

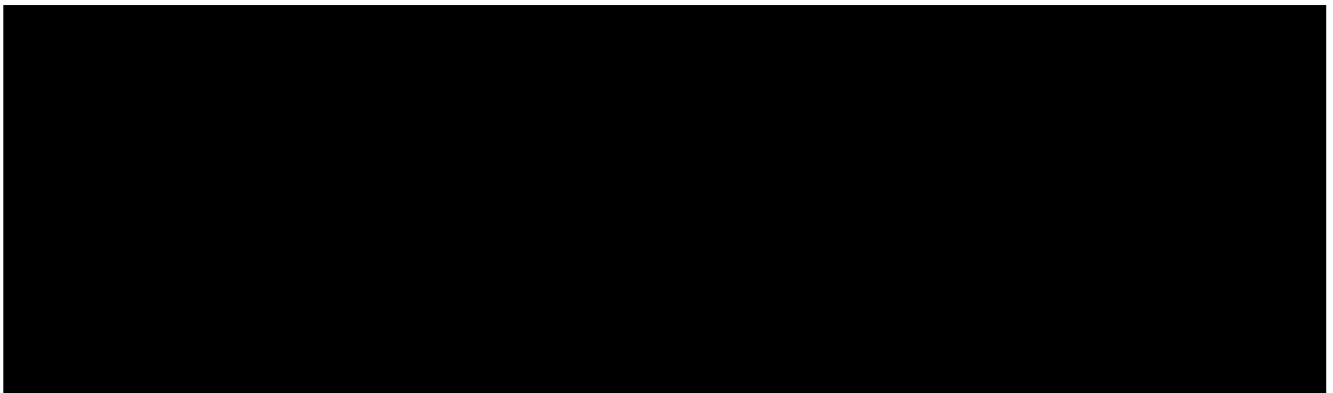
Section 1.01 Certain Definitions.

As used in this Agreement, the following terms have the following meanings:

[REDACTED]

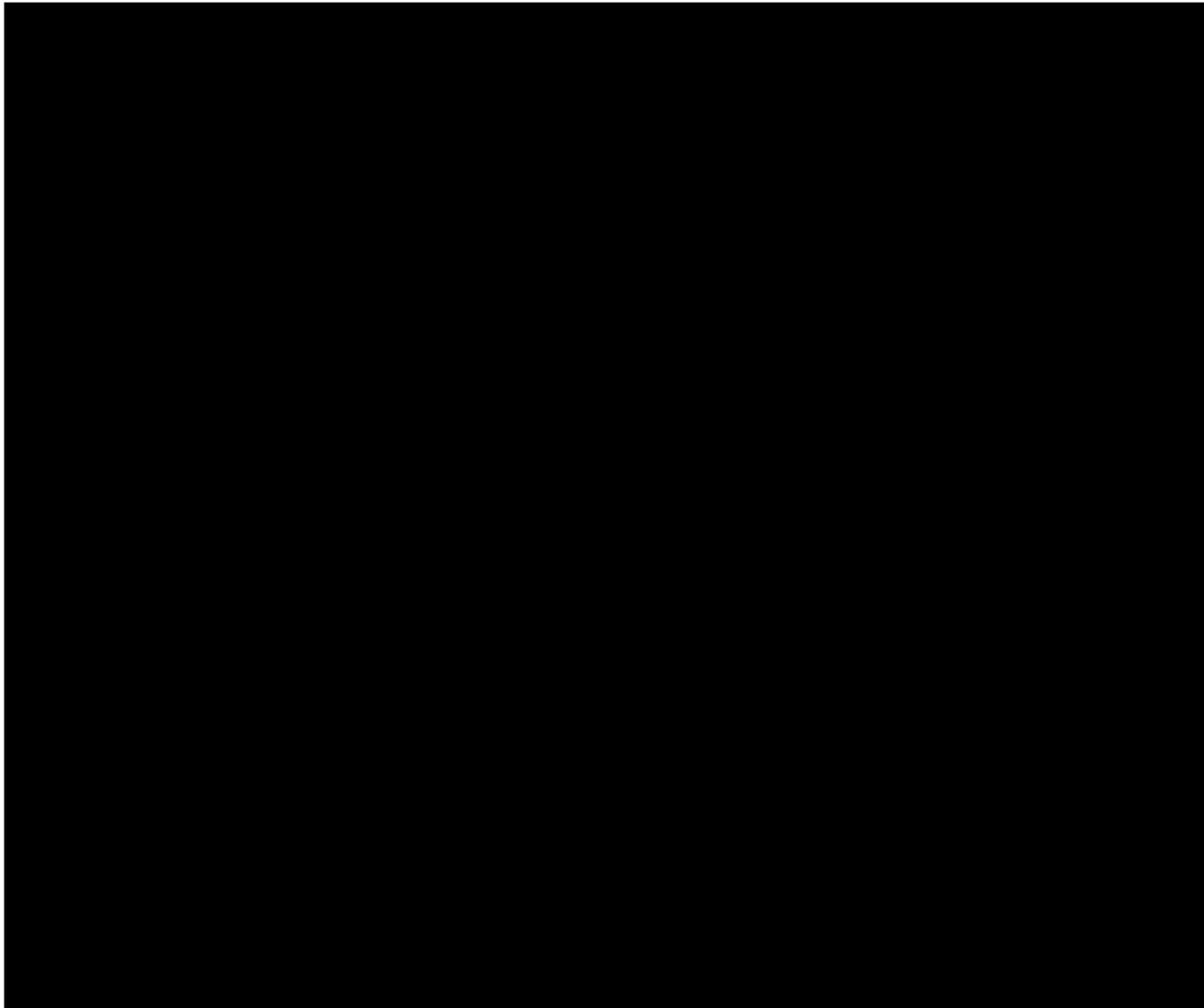


“Company Intellectual Property” means any Intellectual Property that is owned by or licensed to the Company, or otherwise transferred, used or held for use in connection with the operation of the Acquired Business, including without limitation Company-Owned Intellectual Property and Company's Technology.



“Company-Owned Intellectual Property” means any Intellectual Property that is owned by or exclusively licensed to, or purported to be owned by or exclusively licensed to, the Company, or otherwise

used or held for use by the Company in connection with the operation of the Acquired Business, together with all Company Registered Intellectual Property.

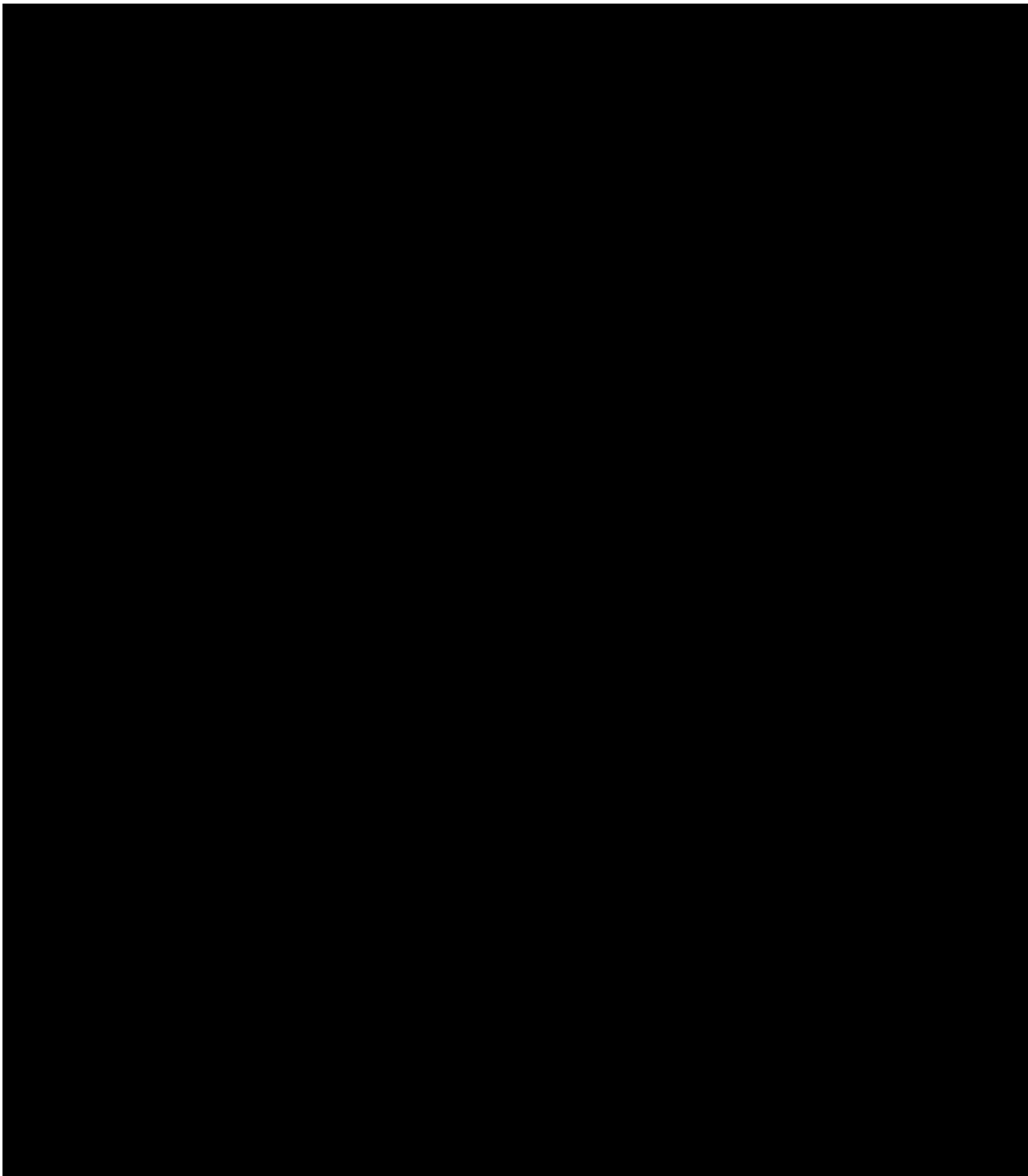


“Copyrights” means the respective meaning set forth in the definition “Intellectual Property”.

“Disclosure Schedule” means the disclosure schedules, attached hereto as Exhibit A, dated as of the Effective Date that have been delivered by the Company pursuant to Article III.

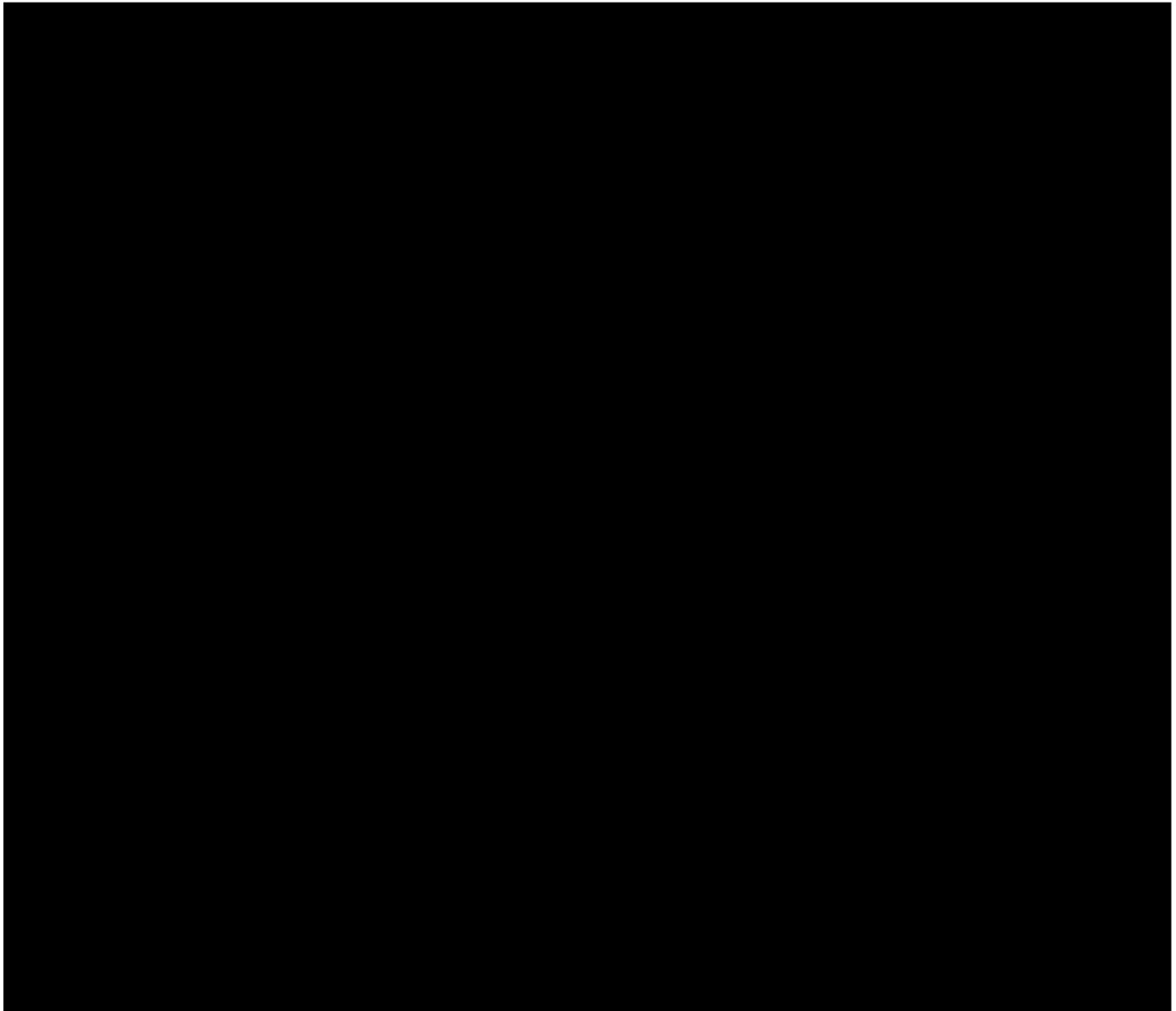
“Domain Names” means Internet domain names, general-use e-mail addresses, Internet electronic addresses, uniform resource locators (URL) and alphanumeric designations associated therewith and all registrations for any of the foregoing, worldwide.

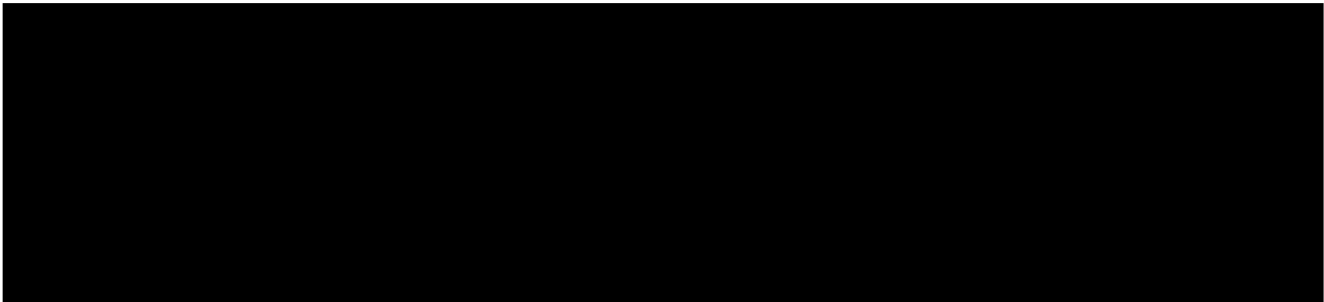




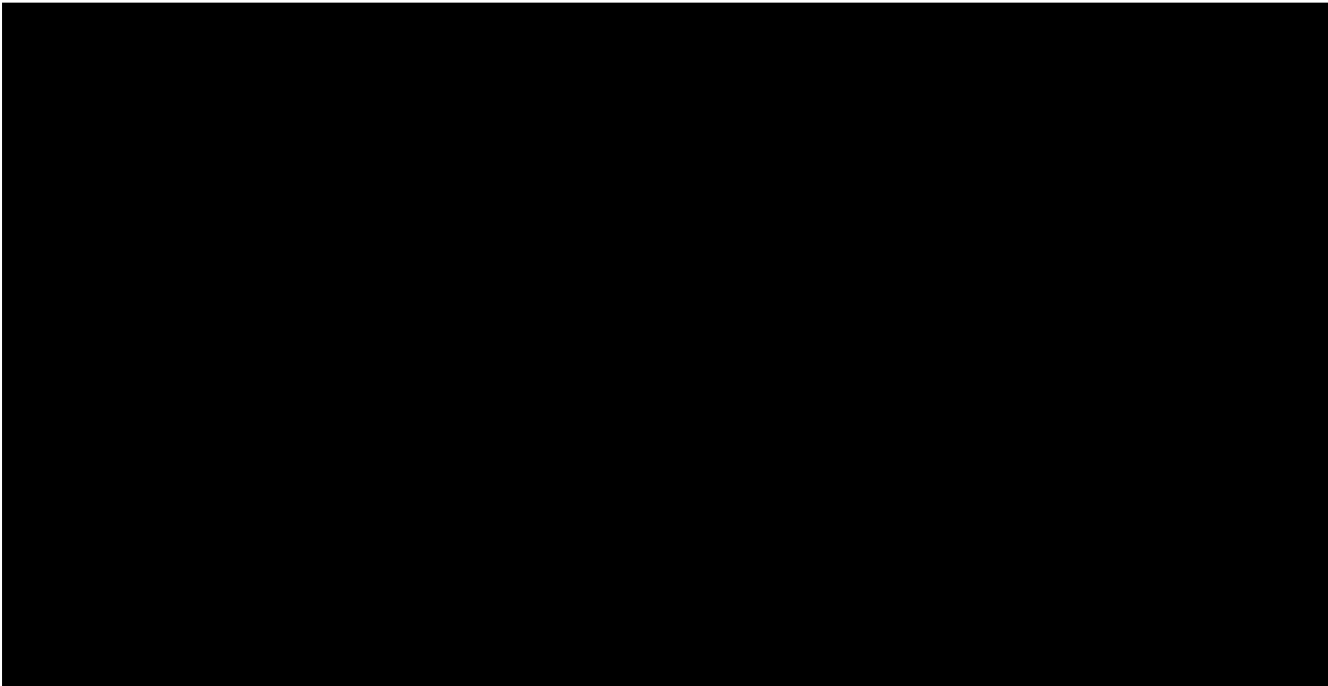
“Intellectual Property” means any and all worldwide industrial and intellectual property rights and all rights associated therewith, whether or not registered or applied for, including (a) all inventions (whether

patentable or unpatentable and whether or not reduced to practice), invention disclosures and improvements thereon, (b) all patents and patent applications, together with all reissuances, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions and re-examinations thereof (collectively, "Patents"), (c) trademarks, common law trademarks, service marks, trade names, service names, brand names, trade dress rights, logos and other indicia of commercial source or origin, together with the goodwill associated with any of the foregoing throughout the world, and all applications, registrations and renewals thereof anywhere in the world (collectively, "Trademarks"), (d) Domain Names, (e) works of authorship (whether or not copyrightable), including copyrights, and registrations, applications and renewals for any of the foregoing (collectively, "Copyrights"), (f) all trade secrets and rights in confidential, non-public or proprietary information and know-how (collectively, "Trade Secrets"); (g) all software, including data files, source code, object code, databases, application programming interfaces, and related specifications and documentation (collectively, "Software"); (h) moral and economic rights of authors and investors; and (i) all other proprietary rights whether now known or hereafter recognized in any jurisdiction.





“Patents” means the respective meaning set forth in the definition “Intellectual Property”.



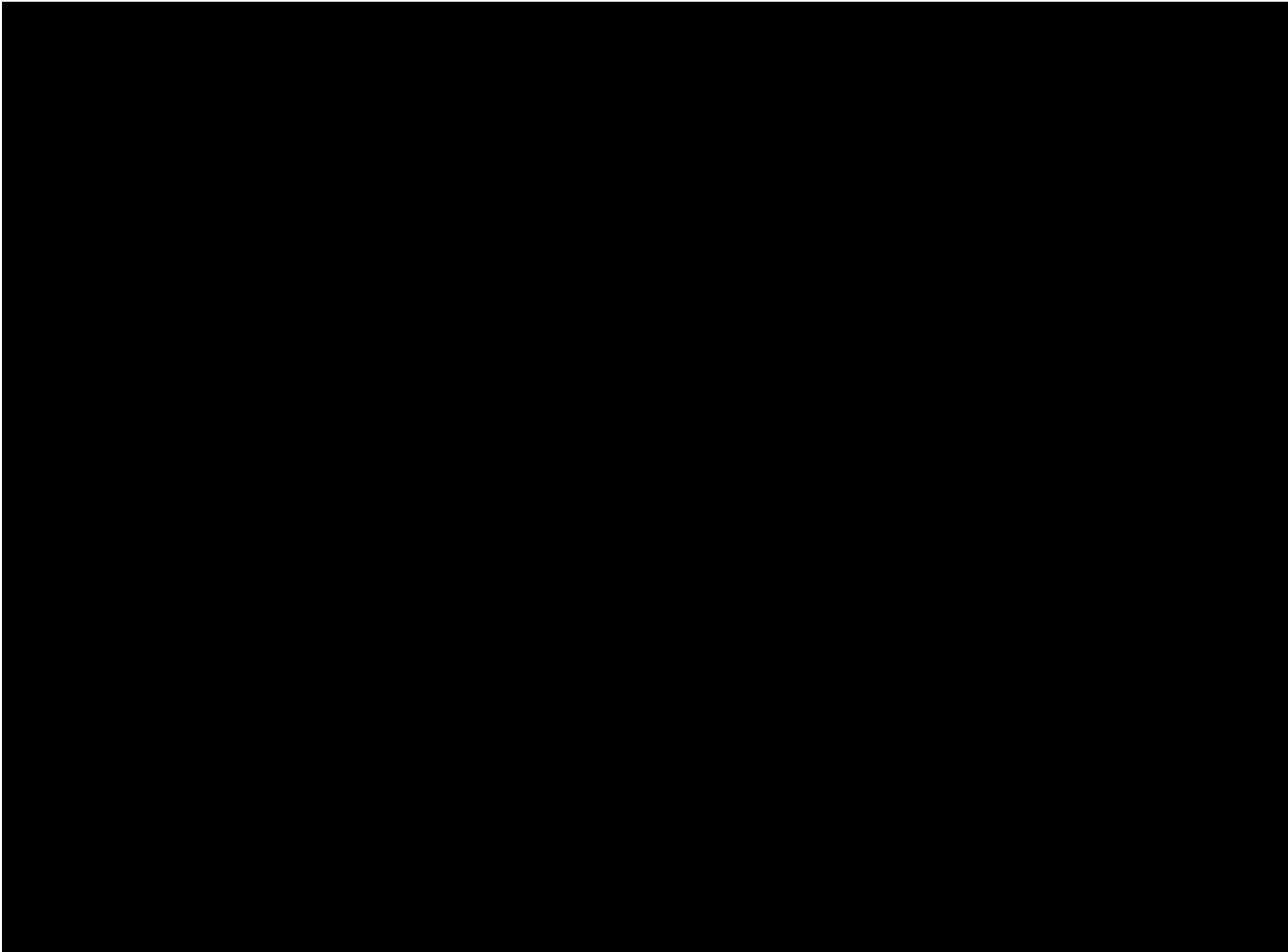
“Registered Intellectual Property” means any Intellectual Property that is the subject of an application, certificate, filing, registration, issuance, renewal or other document issued, filed with, or recorded by any Governmental Authority, including Patents, Trademarks, Copyrights and Domain Names.

**ARTICLE II
PURCHASE AND SALE**

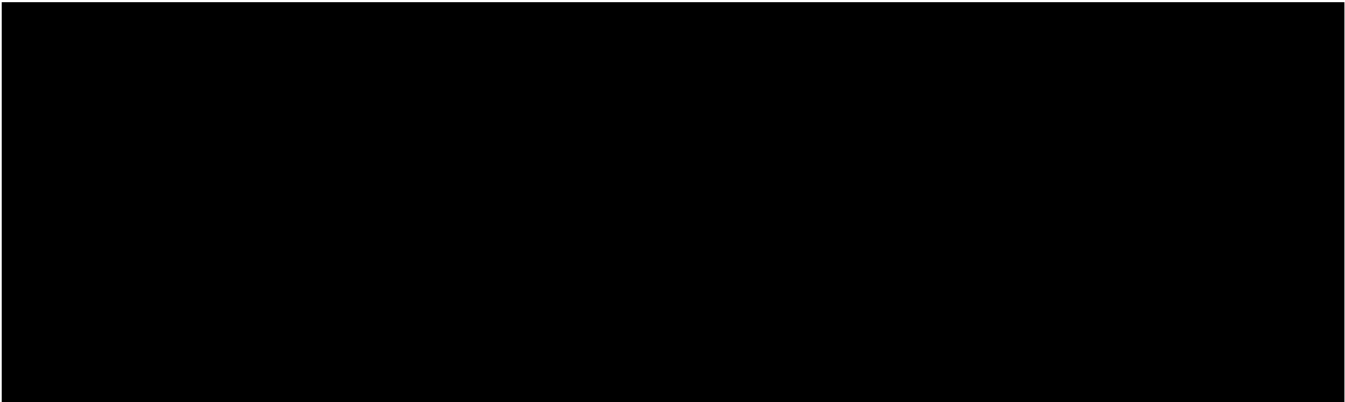
Section 2.01 Purchase and Sale of Assets.

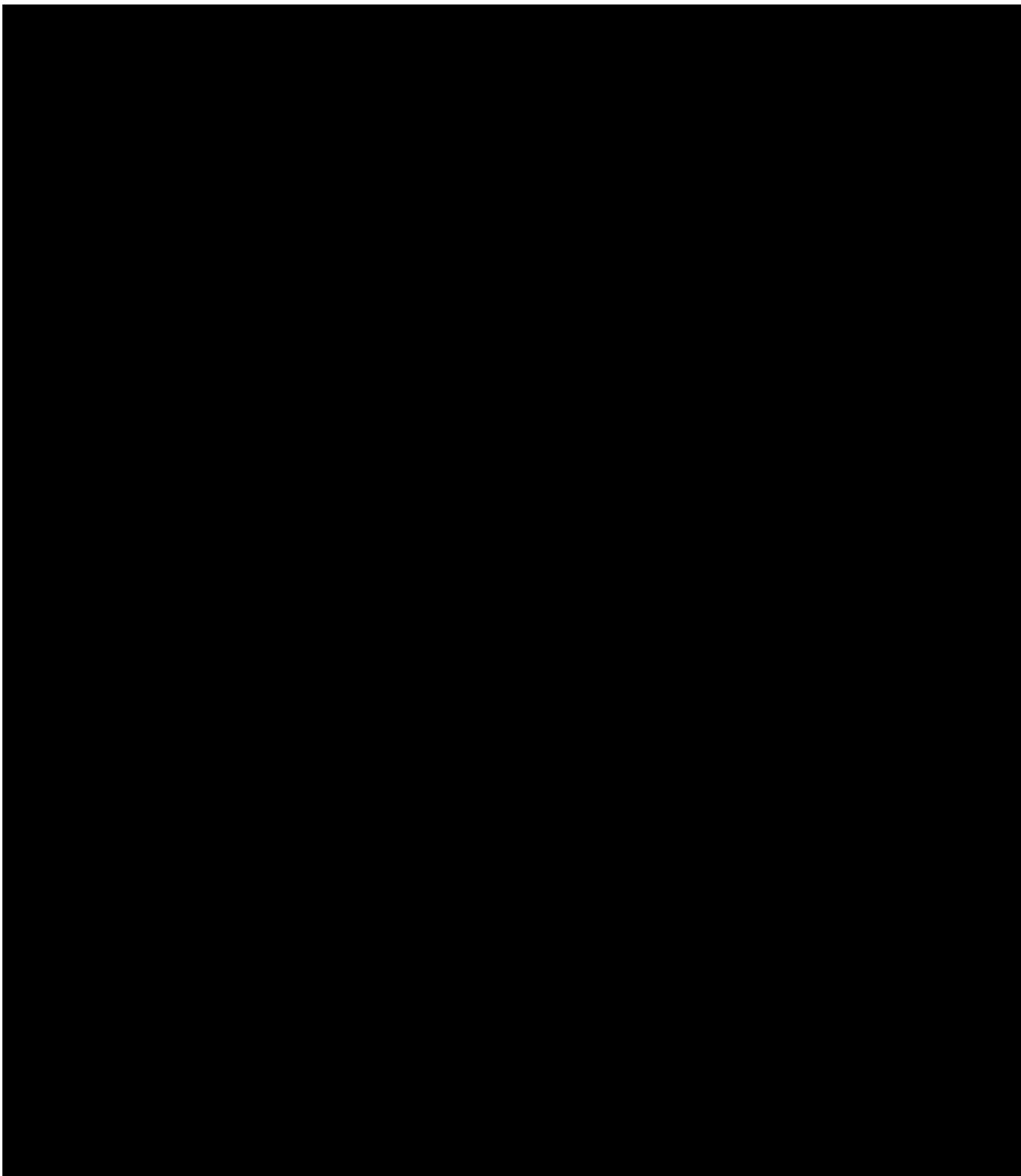
Subject to the terms and conditions set forth in this Agreement, and in reliance on the representations, warranties and covenants of the Company and the Company Partners, at the Closing Date, the Company agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from the Company, free and clear of any Liens and without any Liability of any kind or nature, other than those specifically included in the Assumed Liabilities, all of the Company's right, title and interest in and to all of the Purchased Assets. All references to the Company in this Article II shall include any and all Company Subsidiaries (to the extent existing). "Purchased Assets" shall mean all of the Company's right, title and interest in, to and under the assets, properties, goodwill and rights of the Company and of any Company Subsidiary, of every nature, kind and description, tangible and intangible, whether real, personal or mixed, wherever located, whether or not carried on the books of the Company, whether or not also used by the Company for businesses or operations outside of the Acquired Business, whether now existing or hereafter acquired, other than the Excluded Assets, including, without limitation, the following:

(a) Intellectual Property. All of the Company Intellectual Property, including the material Intellectual Property described on Schedule Section 2.01(a)(i), including, without limitation, the Company Catalogue, and all of the Company Registered Intellectual Property, including as set forth on Schedule Section 2.01(a)(ii), together with all rights to apply in any or all countries and regions of the world for Registered Intellectual Property for or related to any Company Intellectual Property or Company Technology.



(l) Goodwill. All goodwill of the Company associated with any of the Acquired Business and/or any Purchased Assets or Assumed Liabilities, together with the exclusive right for the Purchaser and its successors and assigns to conduct the Acquired Business, and respectively to represent themselves as carrying on the Acquired Business in succession to the Company.





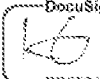
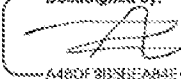
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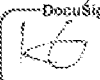
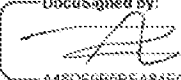
IN WITNESS WHEREOF, the parties hereto have executed this **ASSET PURCHASE AGREEMENT** as of the date first written above.

PURCHASER:

ARTLIST LTD.

<p>DocuSigned by:  By: _____ Name: Ira Belsky Title: Co-CEO</p>	<p>DocuSigned by:  By: _____ Name: Itzik Elbaz Title: Co-CEO</p>
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ARTLIST, INC.

<p>DocuSigned by:  By: _____ Name: Ira Belsky Title: Co-CEO</p>	<p>DocuSigned by:  By: _____ Name: Itzik Elbaz Title: Co-CEO</p>
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COMPANY:

404 MEDIA LLC

By: _____
Name:

COMPANY PARTNERS:

HERBERT LEVIN

TYLER WILLIAMS

IN WITNESS WHEREOF, the parties hereto have executed this **ASSET PURCHASE AGREEMENT** as of the date first written above.

PURCHASER:

ARTLIST LTD.

By: _____

Name:

Title:

ARTLIST, INC.


By: _____

Name:

Title:

COMPANY:

404 MEDIA LLC

By:  _____
Herbert Levin (Oct 3, 2020 14:31:50T)

Name: Herbert Levin

COMPANY PARTNERS:

 _____
Herbert Levin (Oct 3, 2020 14:31:50T)

HERBERT LEVIN

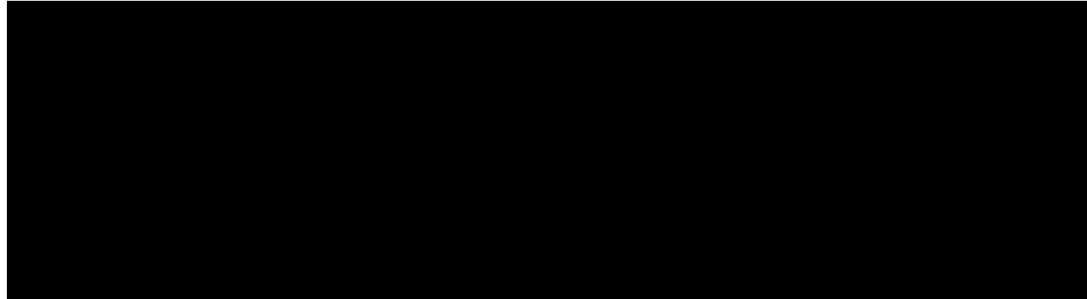
 _____
Tyler Williams (Oct 3, 2020 14:32:50T)

TYLER WILLIAMS

List of Exhibits and Schedules



Schedule 2.01 – Purchased Assets



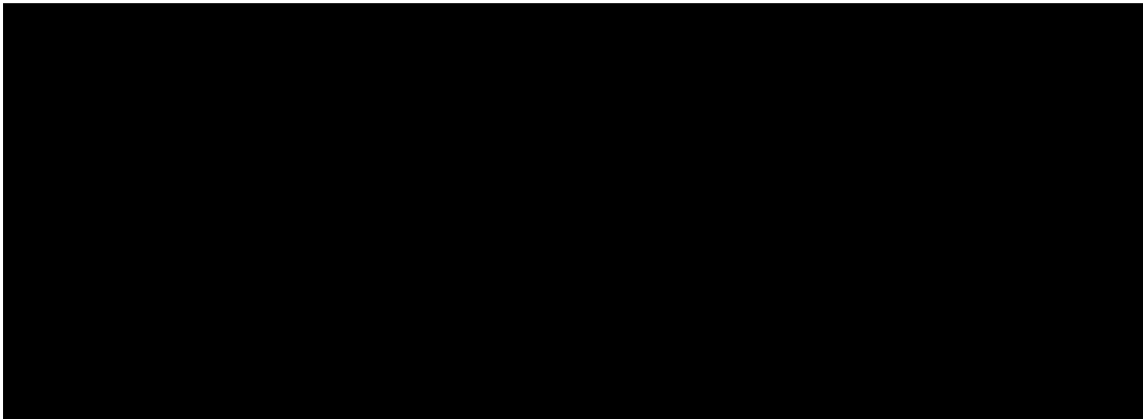
ASSET PURCHASE AGREEMENT
BY AND AMONG ARTLIST INC., ARTLIST, LTD,
404 MEDIA LLC, HERBERT LEVIN, AND TYLER WILLIAMS

SCHEDULE 2.01
Purchased Assets

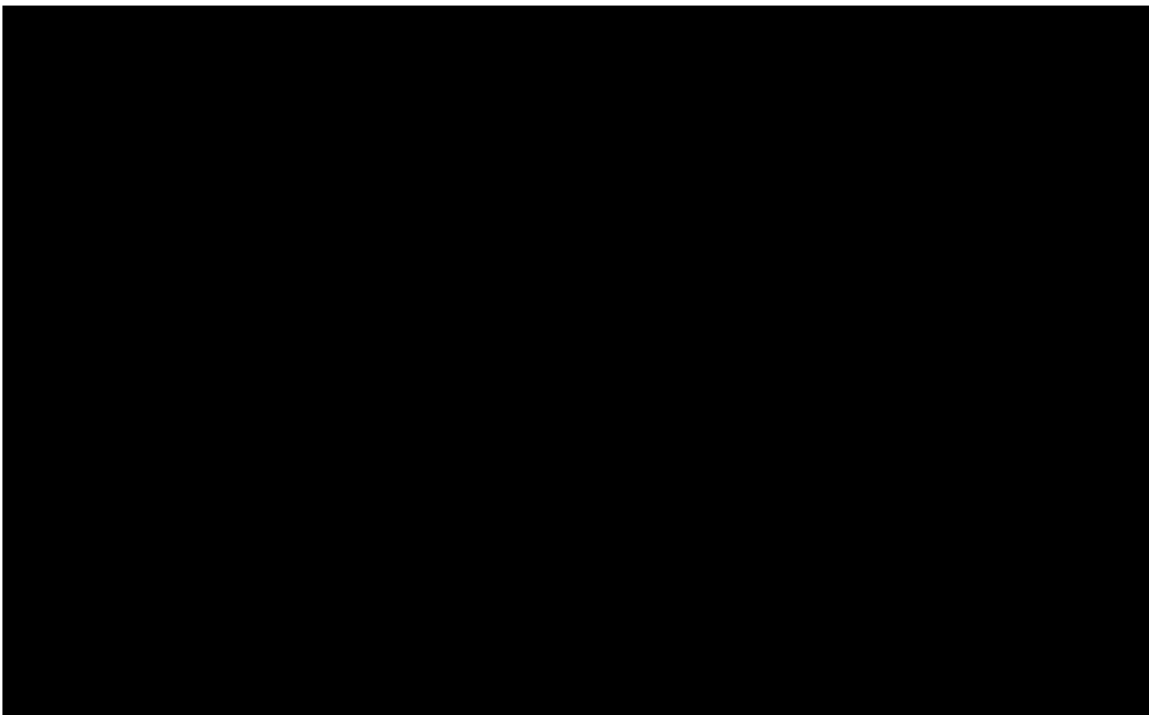
Section 2.01(a) - Intellectual Property

(i)

1. All of the Company Intellectual Property P M S M C M ' P M S A C P T A C
including, without limitation, the following products and services:



2. The Company Catalogue, which includes, without limitation, the following:

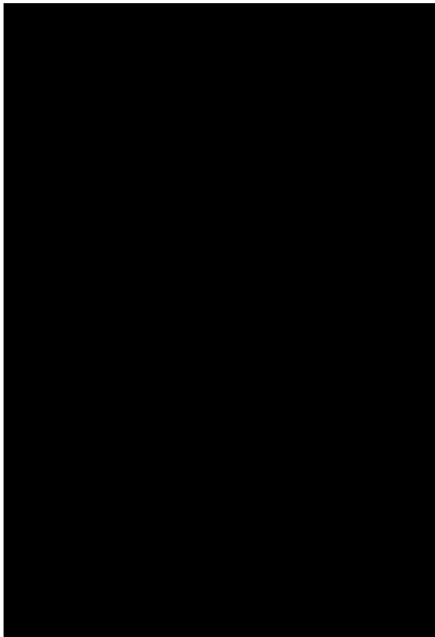




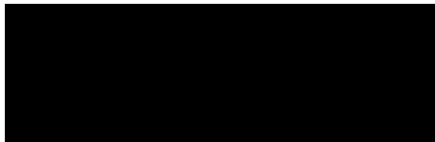
(ii)

3. Domain Names

a. motionarray.com



o. Motion-array.com



4. Trademark:

A M C P S C M P C P “ M M P ” and to the extent existing, any and all other trademarks and trademark applications.

Schedule 2.10(a) – Asset Allocation Schedule

Artlist, Inc. will purchase the following assets:

1. Tangible Personal Property
2. Enter into new offer letter and new consulting agreements with US Employees or US Workers.
3. [REDACTED]

Artlist Ltd. will purchase the following assets:

4. All of the Company Intellectual Property.
5. All Information Systems.
6. All Contracts with the Company' contributors and subscribers; provided that it shall not include any of Excluded Contracts.
7. All other Contracts to which any of the Company is a party; provided that it shall not include any of Excluded Contracts.
8. All documents (including copies of Contracts) that are used in connection with or necessary for the conduct of the Acquired Business, or that relate to any of the Purchased Assets or Assumed Liabilities.
9. All Permits held by the Company, but only to the extent such Permits may be transferred under applicable Law.
10. All rights of the Company under or pursuant to all warranties, representations and guarantees made by contribution, suppliers and contractors, customers, subscribers, vendors, system integrators and agents to the extent relating to or affecting any Purchased Assets or the Acquired Business, including without limitation rights to receive indemnification with respect to Intellectual Property, but excluding for the avoidance of doubt the Retained Accounts Receivables.
11. All past, present and future causes of action (whether known or unknown, whether currently pending, filed or otherwise including rights under the confidentiality, invention, assignment and noncompete provisions) and other enforcement rights under or on account of the Acquired Business or any Purchased Assets or Assumed Liabilities.
12. Books and Records.
13. Company Plan Assets.
14. Goodwill.
15. The Marketplace Extension for Adobe.
16. All of the Payment Processor Accounts ([REDACTED]).
17. Enter into consulting agreements with all Employees or Workers outside of the US.
18. Any other Purchaser Asset not identified to be purchased by Artlist, Inc.