

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667064

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900632196

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Licensing IP International S.A.R.L.		06/30/2021	Private Limited Liability Company: LUXEMBOURG

## RECEIVING PARTY DATA

<b>Name:</b>	Muitas Ltd
<b>Street Address:</b>	Gladstonos & Evangelistrias, 1
<b>Internal Address:</b>	Agathangelou Business Center
<b>City:</b>	Limassol
<b>State/Country:</b>	CYPRUS
<b>Postal Code:</b>	3032
<b>Entity Type:</b>	Limited Liability Company: CYPRUS

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5446254	IMAGES4SALE
Registration Number:	5446255	VIDEOS4SALE
Registration Number:	5271787	MY CLIP STORE
Registration Number:	4888913	4CLIP
Registration Number:	5014058	4CLIPS
Registration Number:	4960826	C4
Registration Number:	4814248	CLIP4
Registration Number:	4800900	CLIPS4
Registration Number:	4099643	C4S.COM
Registration Number:	4099642	C4S
Registration Number:	3554200	CLIPS4SALE
Registration Number:	3508680	CLIPS4SALE.COM

## CORRESPONDENCE DATA

Fax Number: 4077746151

*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:** (407) 975-9150  
**Email:** tmdocket@firstamendment.com  
**Correspondent Name:** Lawrence G. Walters, Esq.  
**Address Line 1:** 195 W. Pine Avenue  
**Address Line 4:** Longwood, FLORIDA 32750

<b>NAME OF SUBMITTER:</b>	Lawrence G. Walters, Esq.
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<b>SIGNATURE:</b>	/Lawrence G. Walters/
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<b>DATE SIGNED:</b>	08/12/2021
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**Total Attachments: 6**

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### Trademark Assignment

This Trademark Assignment Agreement ("Trademark Assignment") is made by LICENSING IP INTERNATIONAL S.À R.L. ("Assignor") in favor of MUTAS LTD ("Assignee").

Reference is made to that certain Asset and Share Purchase Agreement made as of June 14, 2021 (the "Purchase Agreement"), between MUTAS LTD, a limited liability company organized under the laws of the Republic of Cyprus, MG CY HOLDINGS LTD, a limited liability company organized under the laws of the Republic of Cyprus, MG HOLDINGS USA CORP, a corporation organized under the laws of the State of Delaware, LICENSING IP INTERNATIONAL S.À R.L., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg, and, solely with respect to Article 1, Section 9.7, and Article 13 of the Purchase Agreement, CHEKVA 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 Purchase Agreement, Sellers have conveyed, transferred, and assigned to Purchaser the Assigned Trademarks and have agreed to cause to be signed and delivered 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 therefore agree as follows:

#### I. Assignment.

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

(a) the trademark registrations and trademark applications listed on the attached Schedule A and all issuances, extensions, and renewals of them (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 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) all royalties, fees, income, payments, and other proceeds now or later due or payable with respect to any of the foregoing; and

(d) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date of this Trademark Assignment, 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 that legal and equitable relief and to collect, or otherwise recover, any such damages.

If the foregoing does not provide Assignee with full ownership, right, title, and interest in and to the Assigned Trademarks, Assignor hereby grants Assignee an exclusive, perpetual, irrevocable, fully transferable, sublicensable, fully-paid, royalty-free, worldwide license to use the Assigned Trademarks (a) in connection with the promotion, advertising, and distribution of the Business and the Websites worldwide, including the Domain Names; and (b) as part of its corporate name, company name, trade name, as applicable. Assignee may exercise any of its rights under this Trademark Assignment through one or more of its Affiliates.

**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 on request by Assignee. After the date of this Trademark Assignment, on Assignee's reasonable request, and at Assignee's sole expense, Assignor shall take those steps and actions, and provide that cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the signing 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 to Assignee.

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

The parties acknowledge that this Trademark Assignment is entered into under the 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 Purchase Agreement shall not be superseded by this Trademark Assignment but shall remain in full effect to the full extent provided in the Purchase Agreement. If any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall govern.

**4. Counterparts.**

This Trademark Assignment may be signed 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 fax, email, 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 binds and inures to the benefit of the parties and their respective successors and assigns.

**6. Governing Law.**

New York law governs this Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to

this Trademark Assignment and the transactions contemplated by it, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Signature page follows]*

Assignor is signing and delivering this Trademark Assignment on the date stated below its signature.

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

By:



Name: *Anis Baba*  
Title: Class A Manager

Date:

June 30, 2021

MUITAS LTD

By:

Name:  
Title:

Date:

EXECUTION COPY

Assignor is signing and delivering this Trademark Assignment on the date stated below its signature.

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

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

Name:  
Title: Class A Manager

Date: \_\_\_\_\_

MUITAS LTD

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

Name: GEORGIOΣ GEORGIAΔIS.  
Title: DIRECTOR

Date: June 30, 2021 \_\_\_\_\_

**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
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
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
C4S	A#: 85013460 R#: 4099642	41	26-08-2007	14-04-2010	14-02-2012
CLIPS4SALE	A#: 78801946 R#: 3554200	41	21-07-2002	30-01-2006	30-12-2008
CLIPS4SALE.COM	A#: 78800880 R#: 3508680	41	21-07-2002	27-01-2006	30-09-2008