# OP \$115.00 87622222

ETAS ID: TM688113

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

02/08/2021

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mobcrush, Inc.		11/15/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Mobcrush Streaming, Inc.	
Street Address:	1427 3rd Street Pomenade	
Internal Address:	Suite 302	
City:	Santa Monica	
State/Country:	CALIFORNIA	
Postal Code:	90401	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	87622222	GO LIVE, GET PAID
Registration Number:	4913356	MOBCRUSH
Registration Number:	4922349	MOBCRUSH
Registration Number:	4922351	M

## **CORRESPONDENCE DATA**

**Fax Number:** 6123336798

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:** 612-367-8756

Email: trademarks-mi@btlaw.com

Correspondent Name: Bradley J. Walz

Address Line 1: 225 South Sixth Street 2800 Capella Tower

Address Line 4: Minneapolis, MINNESOTA 55122

ATTORNEY DOCKET NUMBER:	77468.100
NAME OF SUBMITTER:	Bradley J. Walz
SIGNATURE:	/Bradley J. Walz/
DATE SIGNED:	11/15/2021

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## **Total Attachments: 3**

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made by Modcrush, Inc., a Delaware corporation, having a place of business at 1427 3rd Street Promenade, Ste 302, Santa Monica, CA 90401 ("Assignor") in favor of Mobcrush Streaming, Inc., a Delaware corporation, having a place of business at 1427 3rd Street Promenade, Ste 302, Santa Monica, CA 90401 ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule 1, which is attached to this Trademark Assignment and expressly incorporated by reference in to this Trademark Assignment (collectively the "Assigned Trademarks");

**WHEREAS**, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title, interest, and goodwill in and to the Assigned Trademarks.

**NOW THEREFORE**, the Parties hereby agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns *nunc pro tunc* as of February 8, 2021 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 for the Assigned Trademarks and all issuances, extensions, and renewals thereof, 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.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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

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may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

- 3. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute one and the same instrument. The Parties agree that this Trademark Assignment may be signed electronically pursuant to the ESIGN Act. The Parties agree that the electronic signatures appearing on this Trademark Assignment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 4. 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.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment.

MOBCRUSH, INC.

Name: Mike Wann Title: CEO

MOBCRUSH STREAMING, INC.

Name: Mike Wann

Title: CEO

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## **SCHEDULE 1**

# **Assigned Trademarks**

# Trademark Registrations

Mark	Registration Number	Registration Date
MOBCRUSH	4913356	3/8/2016
	4922349	3/22/2016
	4922351	3/22/2016

# Trademark Application

**RECORDED: 11/15/2021** 

Mark	Application Number	Application Date
GO LIVE, GET PAID	87622222	

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