

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Big Know, Inc.		04/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	mPulse Mobile, Inc.		
Street Address:	16530 Ventura Boulevard, Suite 500		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4898972	THE BIG KNOW	
Registration Number:	5465660	CAPTIVATE. EDUCATE. ACTIVATE.	
CORRESPONDENCE DATA			
Fax Number:	8443453178		
<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:	858-314-1178		
Email:	nytef@jonesday.com		
Correspondent Name:	Carl A. Kukkonen		
Address Line 1:	Jones Day		
Address Line 2:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	550606-999011		
NAME OF SUBMITTER:	Carl A. Kukkonen		
SIGNATURE:	/Carl A. Kukkonen/		
DATE SIGNED:	04/25/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into as of April 22, 2022 (the “Effective Date”), by and between The Big Know, Inc., a Delaware corporation (“Assignor”), and mPulse Mobile, Inc., a Delaware corporation (“Assignee”) (each a “Party” and collectively, “the Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights and related rights thereto (hereinafter the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignor is a subsidiary of Assignee and wishes to assign to Assignee and Assignee is desirous of acquiring all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

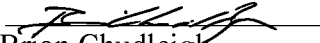
1. **Assignment.** Assignor hereby irrevocably assigns, sells, transfers and conveys to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademarks, including without limitation, the trademarks and the trademark registrations as set forth on Schedule A, any renewals thereof, any common law rights to such Trademarks, all goodwill of the business associated therewith and symbolized by the Trademarks, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the Trademarks or Assignor’s use of the Trademarks.
2. **Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Trademarks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.
3. **Further Assurances.** Assignor shall, at the sole cost and expense of Assignee, take all actions and execute any additional documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks and shall not enter into any agreement in conflict with this Assignment.
4. **Governing Law.** This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof that would cause the laws of another jurisdiction to apply.

5. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee and its respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in any number of counterparts each of which when executed shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives.

The Big Know, Inc.

By: 
Brian Chudleigh
Chief Financial Officer

mPulse Mobile, Inc.

By: 
Brian Chudleigh
Chief Financial Officer

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>
THE BIG KNOW	4,898,972	2/9/2016	Education and entertainment services in the nature of providing online classes, seminars and courses covering topics of general interest in the fields of health and wellness, family and parenting, financial planning, travel and leisure and home and garden; entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring experts and celebrities teaching on a wide variety of topics in the fields of health and wellness, family and parenting, financial planning, travel and leisure and home and garden; instructional and course design services, namely, developing curriculum for others in the fields of health and wellness, family and parenting, financial planning, travel and leisure and home and garden; audio recording and production and video production services, in Class 41
CAPTIVATE. EDUCATE. ACTIVATE.	5,465,660	5/8/2018	Providing an online learning platform featuring non-downloadable software for brands and organizations to engage in training, education, demonstrations, tutorials, presentations, videos, educational discussions, interactive learning content, activities, testing, scoring, and evaluation, in Class 42