

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MH2022, Inc.	FORMERLY MediaHound, Inc.	06/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	United Talent Agency, LLC		
Street Address:	9336 Civic Center Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4162458	MEDIAHOUND	
Registration Number:	4853883	THE ENTERTAINMENT GRAPH	
Registration Number:	4872806	ENTERTAINMENT'S BEST FRIEND	
Registration Number:	6136770	MIXLIST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-438-1890		
Email:	trademarks@rjg.com		
Correspondent Name:	Richard J. Greenstone		
Address Line 1:	5885 Doyle Street		
Address Line 4:	Emeryville, CALIFORNIA 94608		
NAME OF SUBMITTER:	Richard J. Greenstone		
SIGNATURE:	/Richard J. Greenstone/		
DATE SIGNED:	08/26/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of June 7, 2022, is between MH2022, Inc., a Delaware corporation (the “**Assignor**”), and United Talent Agency, LLC, a Delaware limited liability company (the “**Assignee**”). The Seller and the Buyer are sometimes referred to herein collectively as the “**Parties**”.

RECITALS

A. The Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, various assets, including certain intellectual property assets, all on the terms and subject to the conditions set forth in the Purchase Agreement.

B. The Assignor desires to sell to the Assignee, and the Assignee desires to purchase from the Assignor, all of the Assignor’s right, title and interest in and to such intellectual property assets, all on the terms and subject to the conditions set forth herein.

C. As required by, and in accordance with, Section 2.5(b) of the Purchase Agreement, the Assignor is executing and delivering this Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdiction.

AGREEMENT

In consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Assignment. The Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor’s right, title and interest in and to all of the following (the “**IP Assets**”):

(a) the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all unregistered copyrights (the “**Copyrights**”);

(c) the domain names set forth on Schedule B hereto (the “**Domain Names**”), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names;

(Signature Page to Intellectual Property Assignment)

(d) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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.

Section 2. Unassignable IP. If the Assignor has any intellectual property rights in and to the IP Assets that cannot be assigned as a matter of Law (the “**Unassignable IP Rights**”), the Assignor hereby grants to the Assignee, and the Assignee hereby accepts, an exclusive (without reservation), irrevocable, perpetual, worldwide, transferable, fully-paid and royalty-free license, with the right to sublicense through multiple tiers, under the Unassignable IP Rights, to fully utilize the IP Assets in any manner without any restriction, and the Assignor hereby unconditionally and irrevocably waives and quitclaims to the Assignee any and all claims and causes of action of any kind against the Assignee, its successors, assigns and other legal representatives, and its licensees (through multiple tiers) with respect to such rights, and agrees, at the Assignee’s request and expense, to consent to and join in any action to enforce such rights. The Assignor further waives any “moral” rights, or other rights with respect to attribution of authorship or integrity relating to the IP Assets as the Assignor may have under any applicable Law under any legal theory.

Section 3. Registration. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record the Assignee as the owner of the IP Assets and to issue to the Assignee, in lieu of the Assignor, in accordance with this instrument, all future registrations, certificates, notices and any other communications and documents bearing on the IP Assets.

Section 4. Further Assurances. Each of the Parties agrees that subsequent to the date hereof, upon the reasonable request of the other Party from time to time, it shall execute and deliver, or cause to be executed and delivered, such further instruments and take such other actions as may be necessary or desirable to carry out the transactions contemplated by this Assignment and the Purchase Agreement, including the execution 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 IP Assets to the Assignee, or any assignee or successor thereto. If the Assignee or its successor or assignee is unable, for any reason, to obtain a signature of the Assignor on a document necessary to perfect the transfer or assignment of the IP Assets, the Assignor hereby irrevocably appoints the Assignee as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of the

Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by the Assignor.

Section 5. Entire Agreement. All references in this Assignment shall include all Schedules hereto. This Assignment and the Purchase Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and thereof and supersede all prior agreements or understandings between the Parties with respect to such subject matter. Notwithstanding any oral agreement or course of conduct of the Parties or their respective officers, directors, managers, employees, attorneys, accountants, consultants, financial advisors and other agents to the contrary, no Party shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Assignment shall have been executed and delivered by each of the Parties.

Section 6. No Third-Party Beneficiaries. This Assignment shall inure exclusively to the benefit of and be binding upon the Parties and their respective successors, permitted assigns, executors and legal representatives. Nothing in this Assignment, express or implied, is intended to confer on any Person (other than the Parties or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

Section 7. Assignments. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, but will not be assignable or delegable by any Party, by operation of Law or otherwise, without the prior written consent of the other Parties; provided, however, that nothing in this Assignment shall or is intended to limit the ability of the Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of the Assignor to (a) any appropriately capitalized Affiliate of Assignee, (b) any direct or indirect purchaser of all or substantially all of the IP Assets, or (c) any lender to Assignee as security for borrowings. Any attempted assignment in violation of this Section 7 shall be void *ab initio*.

Section 8. Amendment; Waiver. This Assignment shall not be amended, modified or waived in any manner except by an agreement in writing duly executed and delivered by each of the Buyer and the Seller. No failure or delay of any Party to exercise any right or remedy given to such Party under this Assignment or otherwise available to such Party or to insist upon strict compliance by any other Party with its or his obligations hereunder, no single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, and no custom or practice of the Parties in variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof. Any written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, expressly set forth therein.

Section 9. Agreement Controls. This Assignment is intended only to effect the transfer of the IP Assets, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the

warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Purchase Agreement. In the event that a provision of this Assignment is inconsistent with, conflicts with or contradicts any term of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

Section 10. Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable Law, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Governmental Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

Section 11. Governing Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 12. Arbitration. The arbitration provisions set forth in Section 7.9 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

Section 13. Defined Terms; Rules of Construction. Capitalized terms used but not defined herein have the respective meanings given to such terms in the Purchase Agreement. The rules of construction set forth in Section 7.13 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

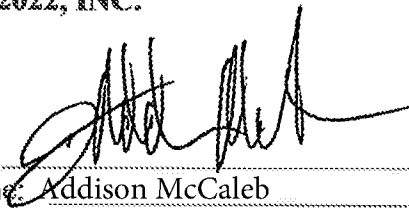
Section 14. Specific Performance. The provisions set forth in Section 7.11 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

Section 15. Counterparts; Deliveries. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment, to the extent signed and delivered by means of electronic transmission of .pdf files or other image files via e-mail, cloud-based transfer or file transfer protocol, or use of a facsimile machine, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of electronic transmission or a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic transmission or a facsimile machine as a defense to the formation or enforceability of a contract, and each such party forever waives any such defense.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

MH2022, INC.

By: 
Name: Addison McCaleb
Title: Chief Executive Officer

ASSIGNEE:

UNITED TALENT AGENCY, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.


ASSIGNOR:

MH2022, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

UNITED TALENT AGENCY, LLC

By:  _____
Name: Andrew Thau
Title: Chief Operating Officer and Vice President

SCHEDULE A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. MediaHound, Reg. No. 4,162,458, registered August 16, 2011.
2. The Entertainment Graph, Reg. No. 4,853,883, registered November 17, 2015.
3. Entertainment's Best Friend, Reg. No. 4,872,806, registered December 22, 2015.
4. Autum, Serial No. 88143268, filed October 4, 2018.
5. MIXLIST, Reg. No. 6,136,770, registered August 25, 2020.

SCHEDULE B

ASSIGNED DOMAIN NAMES

entertainmentgraph.com
entgraph.com
hound.li
hound.media
media-hound.com
media-hound.net
mediahound.co.in
mediahound.com
mediahound.in
mediahound.info
mediahound.me
mediahound.mobi
mediahound.net
mediahound.org
mediahound.so
mediahound.tv
mediahound.us
mh.tl
theentertainmentgraph.co
thehoundblog.com
mixlist.co
mixlist.in
mixlist.info
mixlist.io
mixlist.link
mixlist.live
mixlist.me
mixlist.media
mixlist.net
mixlist.tv
mixlist.us
mixlist.video
aut.mn
autum.co
autum.com
autum.in
autum.me
autum.net
autum.network

autum.news
autum.org
autum.pro
autum.reviews
autum.shop
autum.store
autum.studio
autum.today
autum.tv
autum.us
autum.vc
autum.video
autum.watch
autumcdn.com
autumco.in
autumcoin.com
autumdata.com
autumexchange.com
autuminstight.com
autummarket.com
autumn.network
autumnco.in
autumnecosystem.com
autumnnetwork.com
autumnnews.com
autumnnetwork.com
autumnpay.com
autumnplay.com
autumntoken.com
autumpay.com
autumproductions.com
autumreviews.com
autumtickets.com
autumtoken.com
autumtv.com
autumvc.com
autumwatch.com
theautumn.network
theautumnecosystem.com
theautumnnetwork.com
date.movie
datenight.media
datenight.movie

datenightmedia.com
datenightmovie.com
datenightmovies.com
filmabend.tv
find.media
graph.guide
graphguide.co
graphguide.net
graphguide.tv
hbomaxfor.me
homestatemovies.com
leaps.media
leapsapp.com
list.media
monstermashmovies.com
nextqueue.com
recsys.media
roqueue.com
suggest.media
thisandthat.media
yournextmovie.com