

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM182517

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900835996		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Factz.com LLC		03/08/2024	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Company Name:	Hollywood Life Media, LLC		
Street Address:	65 Cascade Creek Ln		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89113		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97417320	HL BEAUTY AWARDS	
Serial Number:	97530517	HL FITNESS AWARDS	
Serial Number:	97417280	HL	
Serial Number:	77515492	HOLLYWOOD LIFE	
Serial Number:	77983036	HOLLYWOOD LIFE	
Serial Number:	77982571	HOLLYWOODLIFE	
Serial Number:	77982530	HOLLYWOOD LIFE	
Serial Number:	76501293	BREAKTHROUGH OF THE YEAR AWARDS	
Serial Number:	76468238	HOLLYWOOD LIFE	
CORRESPONDENCE DATA			
Fax Number:	3105562920		
<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:	3105533000		
Email:	lpetersen@glaserweil.com		
Correspondent Name:	Lara A. Petersen		
Address Line 1:	10250 Constellation Boulevard, 19th Fl		
Address Line 4:	Los Angeles, CALIFORNIA 90067		

NAME OF SUBMITTER:	Lara Petersen
SIGNATURE:	Lara Petersen
DATE SIGNED:	03/08/2024
Total Attachments: 3 source=2024-03-08 Cloobek Companies-Factz-HLM Trademark Assignment (executed)#page1.tif source=2024-03-08 Cloobek Companies-Factz-HLM Trademark Assignment (executed)#page2.tif source=2024-03-08 Cloobek Companies-Factz-HLM Trademark Assignment (executed)#page3.tif	

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of March 8, 2024, and is entered into by and between Cloobeck Companies, LLC, a Nevada limited liability company (“Buyer”) and Factz.com LLC a Nevada limited liability company (“Seller”).

WHEREAS, Seller owns the assets set forth in Schedule A hereto (the “Purchased Assets”).

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, the Purchased Assets.

WHEREAS, as of December 15, 2023, Seller owes Buyer, \$2,743,345.77.

WHEREAS, in exchange for a reduction of the debt owed by Seller in the amount of \$1,000,000.00, Seller has agreed to assign all of its rights, title and interest in the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby purchases from Seller, (1) all of Seller’s property, right, title and interest of whatever kind in and to the Purchased Assets, including all common law rights connected therein together with the registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Purchased Assets are used and which is symbolized by the Purchased Assets; (2) all income, royalties, damages hereafter due or payable to Seller with respect to the Purchased Assets, including without limitation, damages, and payments for past or future infringements and misappropriations of the Purchased Assets; and (3) all rights to sue for past, present and future infringements or misappropriations of the Purchased Assets (collectively, the “Assigned Rights”). Seller makes such sale, conveyance, transfer, assignment, and delivery of the Assigned Rights free and clear of any and all security interests, liens, transfer restrictions or other encumbrances.

Further Buyer hereby assigns all Assigned Rights to Hollywood Life Media, LLC, a Nevada limited liability company (“Assignee”). By signing below, Assignee hereby accepts all Assigned Rights to the Purchased Assets.

This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of laws principles.

This Agreement shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.


SELLER:

FACTZ.COM LLC
a Nevada limited liability company


By: Stephen J. Cloobek

BUYER:


CLOOBECK COMPANIES, LLC
a Nevada limited liability company


By: Stephen Cloobek, Manager

ASSIGNEE:




HOLLYWOOD LIFE MEDIA, LLC
a Nevada limited liability company

Manager:
Cloobek Companies, LLC


By: Stephen Cloobek, Manager of Cloobek
Companies, LLC

SCHEDULE A

TRADEMARKS

Mark	Serial No.	Registration No.
	97417320	7092781
	97530517	7093445
	97417280	7092776
HOLLYWOOD LIFE	77515492	4448006
HOLLYWOOD LIFE	77983036	4126019
HOLLYWOOD LIFE	77982571	4132374
HOLLYWOOD LIFE	77982530	4050075
BREAKTHROUGH OF THE YEAR AWARDS	76501293	2827406
HOLLYWOOD LIFE	76468238	2795944