

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1222902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Level Up Games, LLC		04/24/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Merry Modz LLC		
Street Address:	9595 Wilshire Blvd.		
Internal Address:	Suite 900		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	97093783	M	
Serial Number:	97093789	M	
Serial Number:	97093816	M	
Serial Number:	97093822	M	
Serial Number:	97093828	M	
Serial Number:	90882125	MERRY MODZ	
Serial Number:	90882140	MERRY MODZ	
Serial Number:	90882152	MERRY MODZ	
Serial Number:	97093765	MERRY MODZ	
Serial Number:	97093807	MERRY MODZ	
Serial Number:	97114238	MODZ	
Serial Number:	97114250	MODZ	
Serial Number:	97114284	MODZ	
Serial Number:	97114294	MODZ	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127288000
Email: ipdocketing@willkie.com
Correspondent Name: Heather M. Schneider
Address Line 1: Willkie Farr & Gallagher LLP
Address Line 2: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	132742.00012
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	Heather Schneider
DATE SIGNED:	05/09/2024

Total Attachments: 9
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of April, 24, 2024 (“Assignment Agreement”), is made by and among Level Up Games, LLC, a Delaware limited liability company (“Assignor”), and Merry Modz LLC, a Delaware limited liability company (the “Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, Assignee is an affiliate of Assignor and has been using the marks as a related company to Assignor such that Assignee’s use inures to the benefit of the Assignor under 15 U.S.C. §§ 1055, 1127;

WHEREAS Assignor now desires to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment Agreement for filing and recording with the United States Patent and Trademark Office, state trademark offices, and other corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, and subject to all of the terms and conditions specified herein, the parties hereto agree as follows:

1. Trademark Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns, and the Assignee accepts from the Assignor, Assignor’s entire right, title, and interest in and to the following (collectively, the “Assigned Trademarks”): (a) the Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of the portion of the business to which the trademarks pertain, and that business is ongoing and existing; (b) 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; (c) 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; (d) all goodwill associated with the foregoing; and (e) all rights therein or appurtenant thereto provided by

applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, all statutory rights and all common law rights.

2. Recordation & Further Assurances. Assignor consents to recordation of this Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices. Assignor further agrees to execute, at any time and from time to time upon the reasonable request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Assignment Agreement in and to the Assigned Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Assigned Trademarks with the United States Patent and Trademark Office or similar foreign offices. In the event Assignor fails to take any of the foregoing actions within five (5) days after receipt of written notice from Assignee, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact solely to execute such documents and take such actions in Assignor's name and on Assignor's behalf, such appointment deemed coupled with an interest.

3. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. No Conflict. This Assignment Agreement and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersede all prior agreements, understandings, or letters of intent, written or oral, between or among the parties hereto. The parties warrant and represent that their respective representatives signing this Assignment Agreement have full power and proper authority to sign this Assignment Agreement and to bind the parties.

5. No Modifications. This Assignment Agreement shall not be amended, modified, or supplemented except by a written instrument signed by each of the parties hereto.

6. Successors and Assigns. This Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

7. Headings. The section headings contained in this Assignment Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment Agreement.


8. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the date first above written.

ASSIGNOR:

LEVEL UP GAMES, LLC

By: 
Name: Thomas Bilyeu
Title: CEO

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ASSIGNEE:

MERRY MODZ LLC





By:  _____
Name: Thomas Bilyeu
Title: CEO

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SCHEDULE A

TRADEMARKS

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Class, Goods & Services	Current Owner
	US	97093783	10/26/2021	N/A	N/A	38 - Streaming of audio, visual and audiovisual material via a global computer network; transmission of data, audio, video and multimedia files, including downloadable files and files streamed over a global computer network; video and audio streaming services, namely, streaming of audio and video material on the internet; electronic transmission of images and photographs via a global computer network; transmission of pictures, images, text, photos, user-generated content, audio content, and information via the Internet; transmission, broadcasting and reception of audio, video, still text and data in real time via telecommunication means	Level Up Games, LLC
	US	97093789	10/26/2021	N/A	N/A	25 - Apparel merchandise, namely, caps being headwear, hats, jackets, T-shirts, tank tops, shirts, sweat shirts, hooded sweatshirts, warm-up suits, shoes and boots	Level Up Games, LLC
	US	97093816	10/26/2021	N/A	N/A	9 - Downloadable image and multimedia files containing artwork, text, audio, and video relating to video games, virtual art and virtual collectibles gathered through virtual worlds authenticated by non-fungible tokens (NFTs)	Level Up Games, LLC
	US	97093822	10/26/2021	N/A	N/A	35 - Operating on-line marketplaces for sellers and buyers of goods and/or services	Level Up Games, LLC

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	US	97093828	10/26/2021	N/A	N/A	42 - Authentication of data in the field of digital art using non-fungible tokens (NFTs) and blockchain technology	Level Up Games, LLC
MERRY MODZ	US	90882125	08/13/2021	N/A	N/A	35 - Operating on-line marketplaces for sellers and buyers of goods and/or services	Level Up Games, LLC
MERRY MODZ	US	90882140	08/13/2021	7094461	06/27/2023	9 - Non-fungible tokens used with blockchain technology, namely, downloadable image and multimedia files containing artwork, text, audio, video, games and Internet Web links relating to art, and collectables, and linking to non-fungible tokens; pre-recorded magnetic discs featuring blockchain technology, machine-readable; non-fungible tokens used with blockchain technology, namely, magnetic coded cards with blockchain technology for representing a collectible item; non-fungible tokens used with blockchain technology, namely, pre-recorded optical discs featuring blockchain technology for data storage and content access limitation, machine-readable	Level Up Games, LLC
MERRY MODZ	US	90882152	08/13/2021	7094462	06/27/2023	41 - Entertainment services, namely, providing on-line non-downloadable digital publications in the nature of magazines and articles in the field of digital art	Level Up Games, LLC

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MERRY MODZ	US	97093765	10/26/2021	N/A	N/A	38 - Streaming of audio, visual and audiovisual material via a global computer network; electronic transmission of data and documents and audio, video and multimedia files via a global computer network; electronic transmission of images and photographs via a global computer network; electronic transmission of pictures, images, text, photos, user-generated content, audio content, and information via the Internet	Level Up Games, LLC
MERRY MODZ	US	97093807	10/26/2021	N/A	N/A	25 - Apparel merchandise, namely, caps being headwear, hats, jackets, T-shirts, tank tops, shirts, sweat shirts, hooded sweatshirts, warm-up suits, shoes and boots	Level Up Games, LLC
MODZ	US	97114238	11/08/2021	N/A	N/A	38 - Streaming of audio, visual and audiovisual material via a global computer network; transmission of data, audio, video and multimedia downloadable digital files and transmitting streamed data files over a global computer network; video and audio streaming services, namely, streaming of audio and video material on the internet; electronic transmission of images and photographs via a global computer network; transmission of pictures, images, text messages, photographs, user-generated data, audio material, and information in the nature of digital files via the Internet	Level Up Games, LLC
MODZ	US	97114250	11/08/2021	N/A	N/A	9 - Downloadable image and multimedia files containing artwork, text, audio, and video relating to video games, virtual art and virtual collectibles gathered through virtual worlds authenticated by non-fungible tokens (NFTs)	Level Up Games, LLC

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MODZ	US	97114284	11/08/2021	N/A	N/A	41 - Providing on-line digital publications in the nature of articles and magazines in the field of digital art, collectibles, and non-fungible tokens and digital tokens of value	Level Up Games, LLC
MODZ	US	97114294	11/08/2021	N/A	N/A	35 - Operating on-line marketplaces for sellers and buyers of goods and/or services	Level Up Games, LLC