

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DinoKing Tech Inc.		02/13/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	EMG Experiential Media Group (Canada) Corp.		
Street Address:	11188 Featherstone Way		
Internal Address:	#110		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6N 1K9		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3811456	DINOSAURS ALIVE	
Registration Number:	3793617	DINOSAURS UNEARTHED	
Serial Number:	87366992	DINOSAURS ALIVE!	
Serial Number:	87367069	DINOSAURS UNEARTHED	
Registration Number:	5224440	EXTREME DINOSAURS	
Registration Number:	5304087	XTREME BUGS	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	212.801.2256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I. Schloss		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	200 Park Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	180599.010200		
NAME OF SUBMITTER:	Daniel I. Schloss		
SIGNATURE:	/Daniel I. Schloss/		

CH \$165.00 3811456

DATE SIGNED:	04/29/2019
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Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of February 13, 2019, is made and entered into by and between DinoKing Tech Inc., a company formed under the laws of British Columbia and having an office at c/o Dentons Canada LLP, 20th Flood, 250 Howe Street, Vancouver, BC Canada V6C 3R8 (“DinoKing”), and EMG Experiential Media Group (Canada) Corp., a company formed under the laws of British Columbia and having an office at #110 – 11188 Featherstone Way, Richmond, BC Canada V6N 1K9 (the “Canadian Acquisition Subsidiary”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of June 14, 2018, as amended as of September 14, 2018 (as amended, restated or otherwise modified, the “Asset Purchase Agreement”), by and among (i) Premier Acquisition Holdings LLC, a Delaware limited liability company (the “Purchaser”), (ii) DinoKing, (iii) Premier Exhibitions, Inc., a Florida corporation (“Premier”), (iv) Arts and Exhibitions International, LLC, a Florida limited liability company (“A&E”), (v) Premier Exhibition Management LLC, a Florida limited liability company (“PEM”), (vi) Premier Exhibitions NYC, Inc., a Nevada corporation (“Premier NYC”), (vii) Premier Merchandising, LLC, a Delaware limited liability company (“Premier Merch”), (viii) Premier Exhibitions International, LLC, a Delaware limited liability company (“PEI”), (ix) Dinosaurs Unearthed Corp., a Delaware corporation (“DU Corp.” and, collectively with Premier, A&E, PEM, Premier NYC, Premier Merch and PEI, the “U.S. Sellers”), and (x) RMS Titanic, Inc., a Florida corporation (solely for purposes of Article III, Article V, Article VII and Article VIII).

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Seller in and to the Transferred Assets, including, without limitation, DinoKing’s rights, title and interest in and to (i) all trademarks, service marks, trade names (including common law trademarks) and any applications or registrations of the foregoing (including all associated goodwill with respect to the foregoing) identified on Schedule A hereto (the “Canadian-Owned Assigned Trademarks”), and (ii) all domain names (including all sub-domain names and extensions thereof and thereto) and social media accounts (including related usernames and other social identifiers) identified on Schedule B hereto (the “Canadian-Owned Assigned Domain Names and Social Media Accounts” and together with the Canadian-Owned Assigned Trademarks, the “Canadian-Owned Assigned IP”), free and clear of all Liens;

WHEREAS, pursuant to Section 8.8 of the Asset Purchase Agreement, Purchaser is permitted to assign any of its rights under the Asset Purchase Agreement to one or more of its Affiliates (which, for the avoidance of doubt, includes the right to establish one or more entities which will purchase, acquire and accept the Transferred Assets, assume the Assumed Liabilities and otherwise effect the transactions contemplated by the Asset Purchase Agreement) as designated by Purchaser in writing to Sellers;

WHEREAS, Purchaser owns 100% of the outstanding equity interests in the Canadian Acquisition Subsidiary;

WHEREAS, pursuant to the assignment and assumption agreement, dated as of the date hereof, Purchaser has assigned to the Canadian Acquisition Subsidiary (i) its rights under the Asset Purchase Agreement to purchase, acquire and accept the Transferred Assets of DinoKing (the

“Canadian Transferred Assets”) and (ii) its obligations to assume the Assumed Liabilities to the extent (but only to the extent) arising out of or relating to the Canadian Transferred Assets (the “Canadian Assumed Liabilities”), all on the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, DinoKing desires to deliver to the Canadian Acquisition Subsidiary such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in the Canadian Acquisition Subsidiary all of DinoKing’s right, title and interest in and to the Canadian-Owned Assigned IP.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DinoKing hereby sells, transfers, assigns, conveys and delivers to the Canadian Acquisition Subsidiary, and the Canadian Acquisition Subsidiary hereby purchases, acquires and accepts, all of DinoKing’s right, title and interest in, to and under: (a) the Canadian-Owned Assigned IP for the United States, Canada and for all other countries, including any and all related applications, renewals and extensions and all rights of reversion and termination thereof and all of the goodwill connected with the use thereof and symbolized thereby (as applicable), and (b) any and all rights whatsoever of DinoKing accruing under any of the foregoing provided by applicable law of any jurisdiction, including, without limitation (i) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use or violation of the Canadian-Owned Assigned IP in the United States, Canada and all other countries free and clear of all Liens; and (ii) the right to any and all royalties, fees, income, payments, and other proceeds previously, now or hereafter due or payable with respect to any and all of the foregoing.

2. DinoKing hereby instructs, authorizes and directs the United States Patent and Trademark Office, the United States Copyright Office and the corresponding entity or agency in Canada and any applicable other country, to record the Canadian Acquisition Subsidiary as assignee and owner of the Canadian-Owned Assigned IP.

3. From time to time after the date hereof, and without further consideration, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and/or this Assignment.

4. DinoKing hereby authorizes and requests the Commissioner of Patents and Trademarks and Register of Copyrights of the United States and any official of Canada and any other country whose duty it is to issue registrations or other associated intellectual property rights, to issue all trademark and copyright (as applicable) registrations and associated rights as to all Canadian-Owned Assigned IP applications to the Canadian Acquisition Subsidiary, its successors and assigns in accordance with the terms of this Assignment. DinoKing hereby requests the Commissioner of Patents and Trademarks and Register of Copyrights, and the corresponding entities or agencies in Canada and any applicable other jurisdiction, to record the Canadian

Acquisition Subsidiary as the assignee and sole owner of the entire right, title and interest in the applicable Canadian-Owned Assigned IP and to issue to the Canadian Acquisition Subsidiary, and to record the Canadian Acquisition Subsidiary as assignee and owner of, all registrations which may issue with respect to any applications for registration or recordation of such Canadian-Owned Assigned IP. The Canadian Acquisition Subsidiary shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Canadian-Owned Assigned IP.

5. This Assignment is being executed by DinoKing and the Canadian Acquisition Subsidiary, and shall be binding upon each of DinoKing, the Canadian Acquisition Subsidiary and their respective successors and assigns for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

6. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of DinoKing, the Canadian Acquisition Subsidiary and their respective successors and permitted assigns.

7. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by DinoKing and the Canadian Acquisition Subsidiary, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

8. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

9. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of New York, and applicable federal law, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York (or, where applicable, federal law), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable Federal Law.

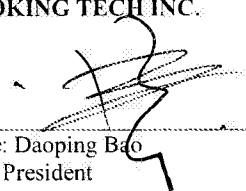
10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.

CANADIAN SELLER:

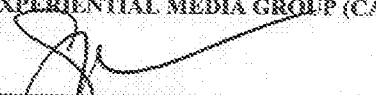
DINOKING TECH INC.

By: 
Name: Daoping Bao
Title: President

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers as of the date first above written.






PURCHASER:

EMG EXPERIENTIAL MEDIA GROUP (CANADA) CORP.







By: 
Name: Gilbert Li
Title: Director

[Signature page to Intellectual Property Assignment Agreement]


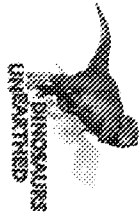


SCHEDULE A
ASSIGNED TRADEMARKS

	Graphic representation	Mark (Registration No./Application No.)	Intellectual Property office	Applicant name	Status
DINOKING TECH INC.					
UNITED STATES OF AMERICA					
DK1		DINOSAURS ALIVE (Registration No. 3811456)	US	DinoKing Tech Inc.	Renew (\$9) by: 6/29/2020
DK2		DINOSAURS UNEARTHED (Registration No. 3793617)	US	DinoKing Tech Inc.	Renew (\$9) by: 5/26/2020
DK3		DINOSAURS ALIVE! (Application No. 87366992)	US	DinoKing Tech Inc.	Suspended 3/5/18 pending provision of foreign registration.
DK4		DINOSAURS UNEARTHED (Application No. 87367069)	US	DinoKing Tech Inc.	Suspended 3/5/18 pending provision of foreign registration.
DK5		EXTREME DINOSAURS (Registration No. 5224440)	US	DinoKing Tech Inc.	File \$8 by 6/13/2023

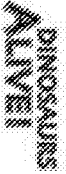



TRADEMARK

	Graphic representation	Mark (Registration No./Application No.)	Intellectual Property office	Applicant name	Status
DK6		XTREME BUGS (Registration No. 5304087)	US	Dinoking Tech Inc.	File §8 10/10/2023 by
CANADA					
DK7		DINOSAURS ALIVE (Registration No. TMA752495)	CA	DINOKING TECH INC.	Expires: 11/6/2024
DK8		DINOKING (Registration No. TMA744285)	CA	DINOKING TECH INC.	Expires: 7/29/2024
DK9		DINOSAURS UNEARTHED (Registration No. TMA752496)	CA	DINOKING TECH INC.	Expires: 11/6/2024
DK10		EXTREME DINOSAURS (Registration No. TMA935977)	CA	DINOKING TECH INC.	Expires: 4/25/2031
DK11		XTREME BUGS (Registration No. TMA989858)	CA	DINOKING TECH INC.	Expires: January 31, 2033

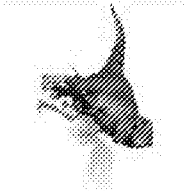
TRADEMARK

	Graphic representation	Mark (Registration No./Application No.)	Intellectual Property office	Applicant name	Status
DK12		DINOSAURS ALIVE Logo (Registration No. TMA1002767)	CA	DINOKING TECH INC.	Registered 8/14/18
DK13		DINOSAURS UNEARTHED Logo (Application No. TMA1002769)	CA	DINOKING TECH INC.	Registered 8/14/18
DK14		DOWN TO THE BONE (Application No. 1892147)	CA	DINOKING TECH INC.	Application Filed 4/5/18
DK15		DOWN TO THE BONE (Application No. 1892146)	CA	DINOKING TECH INC.	Application Filed 4/5/18

TRADEMARK

	Graphic representation	Mark (Registration No./Application No.)	Intellectual Property office	Applicant name	Status
DK16		DINOSAURS ALIVE! (Registration No. 24509729)	CN	DINOKING TECH INC.	Expires: May 27, 2028
DK17		(Dinosaur Design Only) (Registration No. 24509022)	CN	DINOKING TECH INC.	Expires: May 27, 2028
DK18		DINOSAURS ALIVE! (Registration No. N/124173)	MACAU	DINOKING TECH INC. dba DINOSAURS UNEARTHED	Expires: November 24, 2024
DK19		DINOSAURS UNEARTHED (Registration No. N/124174)	MACAU	DINOKING TECH INC. dba DINOSAURS UNEARTHED	Expires: November 24, 2024

TRADEMARK

	Graphic representation	Mark (Registration No./Application No.)	Intellectual Property office	Applicant name	Status
DK20		(Dinosaur Design Only) (Registration No. N/124175)	MACCAU	DINOKING TECH INC. dba DINOSAURS UNEARTHED	Expires: November 24, 2024

TRADEMARK

SCHEDULE B
ASSIGNED DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS

Domain Names

Domain Name	TLD	Expiration Date	Status	Owner	Registrar
animatronicdinosaur.com	.com	8/7/2019	Active	DinoKing Tech Inc.	ionos.com
dinokingtech.com	.com	9/1/2019	Active	DinoKing Tech Inc.	ionos.com
dinosaurexhibition.com	.com	5/25/2019	Active	DinoKing Tech Inc.	ionos.com
dinosaurexhibitions.com	.com	1/19/2020	Active	DinoKing Tech Inc.	ionos.com
dinosaurtravelingexhibition.com	.com	8/7/2019	Active	DinoKing Tech Inc.	ionos.com
mydinosaur.net	.net	12/28/2019	Active	DinoKing Tech Inc.	ionos.com

Social Media Accounts

PLATFORM

URL

Facebook

Xtreme BUGS

<https://www.facebook.com/xtremebugs/>

Extreme Dinosaurs

<https://www.facebook.com/DUExtremeDinosaurs>

Creatures of the Deep

<https://www.facebook.com/creaturesofthedeep2015>

Extreme Dinosaurs: The Exhibition
(Orlando)

<https://www.facebook.com/ExtremeDinosaursOrlando/>

Twitter

Extreme Dinosaurs: The Exhibition
(Orlando)

<https://twitter.com/ExtremeDinosORL>

Xtreme Bugs

<https://twitter.com/xtremebugs?lang=en>

Instagram

Extreme Dinosaurs: The Exhibition
(Orlando)

<https://www.instagram.com/dinosaursorlando>

Xtreme Bugs

<https://www.instagram.com/xtremebugs/>