

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Sky Rangers, Inc.		01/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Intellivision Entertainment, LLC		
Street Address:	18218 McDermott E Ste C		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3286091	INTELLIVISION	
Registration Number:	3286089		
Registration Number:	3279704	INTELLIVISION	
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:	3102884500		
Email:	mcohen@cohenip.com		
Correspondent Name:	Michael N Cohen		
Address Line 1:	9025 Wilshire Blvd Suite 301		
Address Line 4:	Beverly Hills, CALIFORNIA 90211		
NAME OF SUBMITTER:	Michael N. Cohen		
SIGNATURE:	/Michael N. Cohen/		
DATE SIGNED:	07/18/2019		
Total Attachments: 11			
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Trademark Assignment and Intellectual Property Transfer Agreement

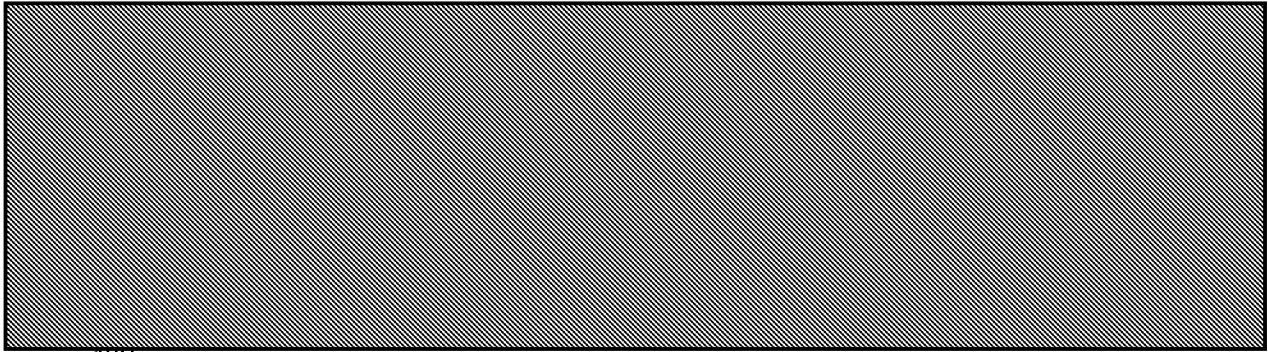
THIS TRADEMARK ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the “Agreement”) is made effective as of January 1, 2019, by and between BLUE SKY RANGERS, INC., a California corporation (fka INTELLIVISION PRODUCTIONS, INC.), located at 18218 McDermott E, Ste. C, Irvine, CA 92614 (the “Assignor”); and INTELLIVISION ENTERTAINMENT, LLC, a California limited liability company, located at 18218 McDermott E, Ste. C, Irvine, CA 92614 (hereinafter, the “Assignee”).

RECITALS

WHEREAS, Assignor is the owner of the following trademarks including the good will therein and the registrations thereof in the U.S. Patent and Trademark Office (the “USPTO”) with registration numbers in parentheses:

- “INTELLIVISION” (Reg. No. 3,286,091)
- “RUNNING MAN LOGO” (Reg. No. 3,286,089)
- “INTELLIVISION WITH RUNNING MAN LOGO” (Reg. No. 3,279,704)

(the foregoing marks are hereinafter referred to as the “Trademarks”);



and

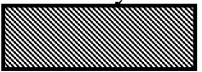
WHEREAS, Assignee desires to acquire ownership of the Acquisition Assets (as defined hereinbelow) from Assignor; and Assignor desires to assign ownership of the Acquisition Assets to the Assignee, in each case on the terms and conditions set forth in this Agreement.

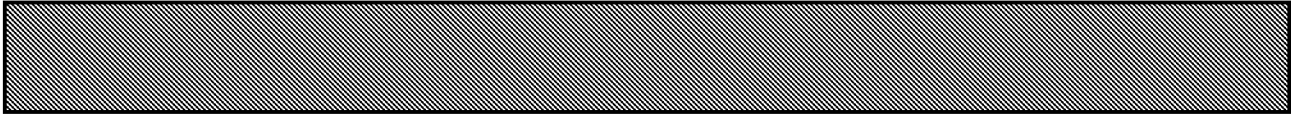
AGREEMENT

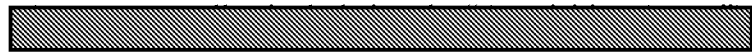
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Duties of the Parties.

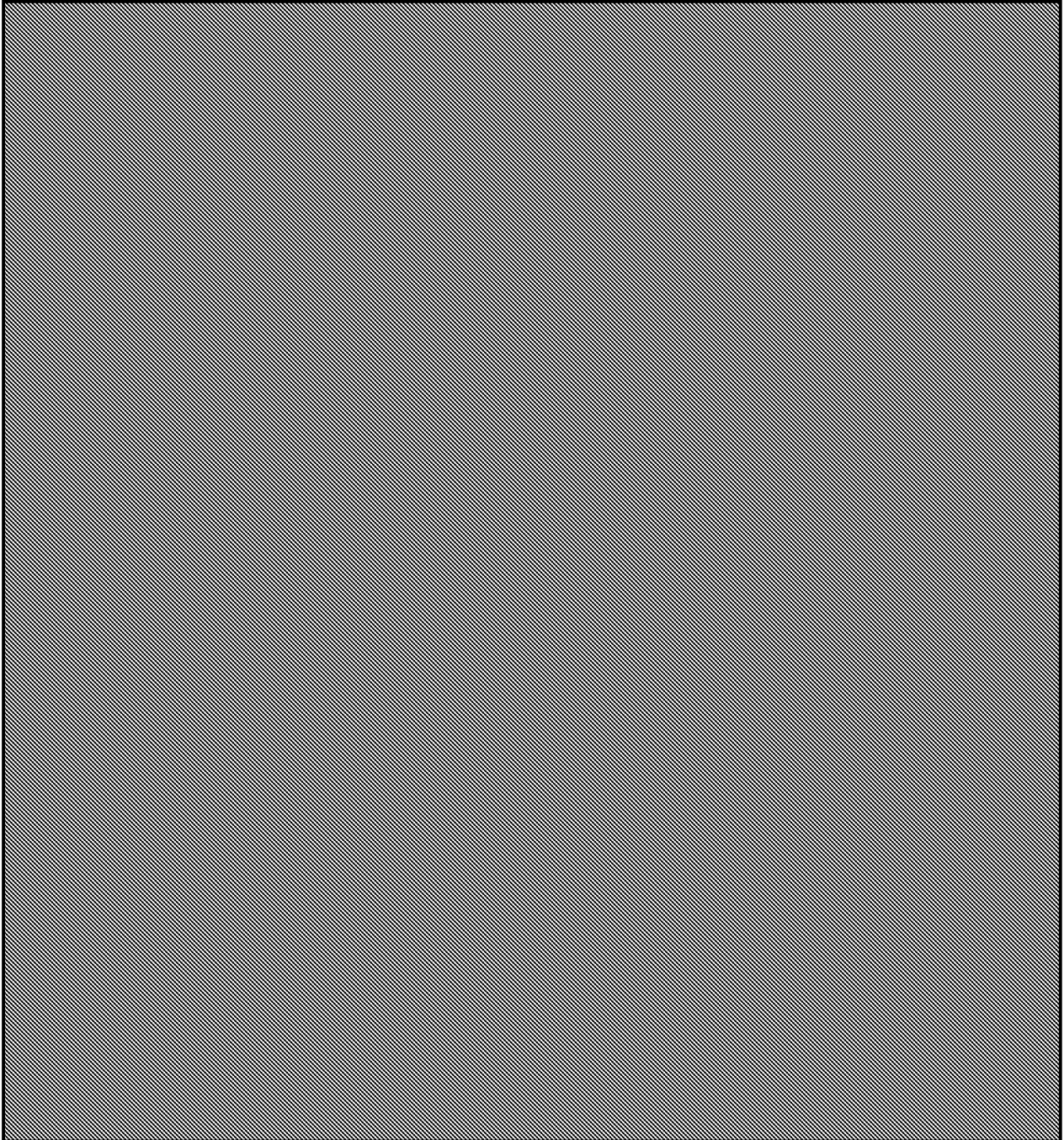
A. Duties of Assignor. On the date hereof (“Effective Date”), Assignor, for the consideration set forth below, agrees to irrevocably convey, transfer, and assign, and hereby does convey, transfer and assign as of the Effective Date, all right, title and interest in and to (i) the Trademarks, including the good will of the business connected with the use and symbolized by the Trademarks and the federal registrations for the Trademarks referenced above, and

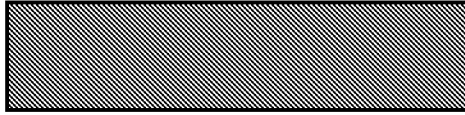




 to the Assignee.

1. The Assignor agrees to execute and deliver to Assignee any and all documents necessary to cause said assignment of the Acquisition Assets, and shall take such further actions as may be reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment of the Acquisition Assets to the Assignee.





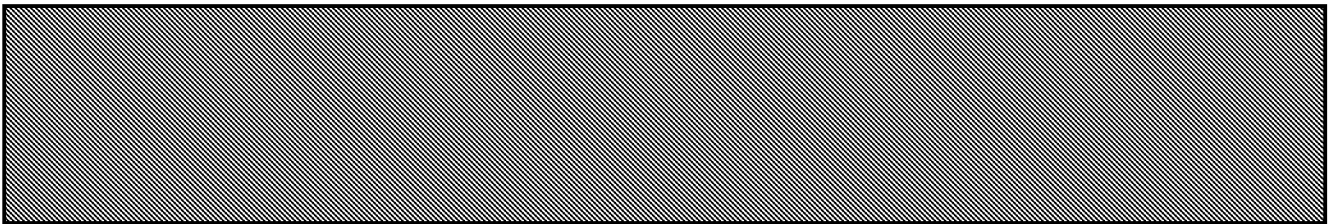
B. Duties of Assignee. The Assignee agrees to accept said assignment of the Acquisition Assets.



2. The Assignee will bear all costs related to causing said assignment, including any and all filing fees with the United States Patent and Trademark Office.

3. Assignee will assume responsibility of maintaining the Intellivision merged email list after Assignor has transferred the same to Assignee.

4. Assignee shall make the required payment set forth in Paragraph 2 herein to Assignor.



3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

A. No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will, to Assignor's current knowledge, conflict with or result in a breach of, or a default under, any term or provision of any contract, agreement, indebtedness, Encumbrance (as defined below), lease, pledge, commitment, license, permit, authorization or concession to which Assignor is a party, or to which the Acquisition Assets are subject, which breach or default would have a material adverse effect on Assignor's ability to consummate the transactions contemplated by this Agreement, result in a violation by Assignor of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on Assignor's ability to consummate the transactions contemplated by this Agreement, or otherwise impair or encumber Assignee's sole and exclusive right, title and interest in and to the Acquisition Assets or otherwise interfere with or impede Assignee's (or its designee's) use of, registrations for, or enjoyment of the Acquisition Assets.

B. Consents and Approvals. Except with respect to recording the assignment of the Trademarks with the USPTO, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority, or any other person or entity, is

required to be made or obtained by Assignor in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

C. Title to Assets. Assignor is the lawful and sole and exclusive owner of the Acquisition Assets being sold to Assignee hereunder and has the right to use and transfer the Acquisition Assets to Assignee. The delivery to Assignee of the instruments of transfer of ownership contemplated by this Agreement will vest good and marketable title to the Acquisition Assets in Assignee, free and clear of all liens, UCC-1 filings, deeds of trust, mortgages, pledges, security interests, restrictions, prior assignments, liens of current taxes, encumbrances or claims of any kind or nature whatsoever (collectively, "Encumbrances").

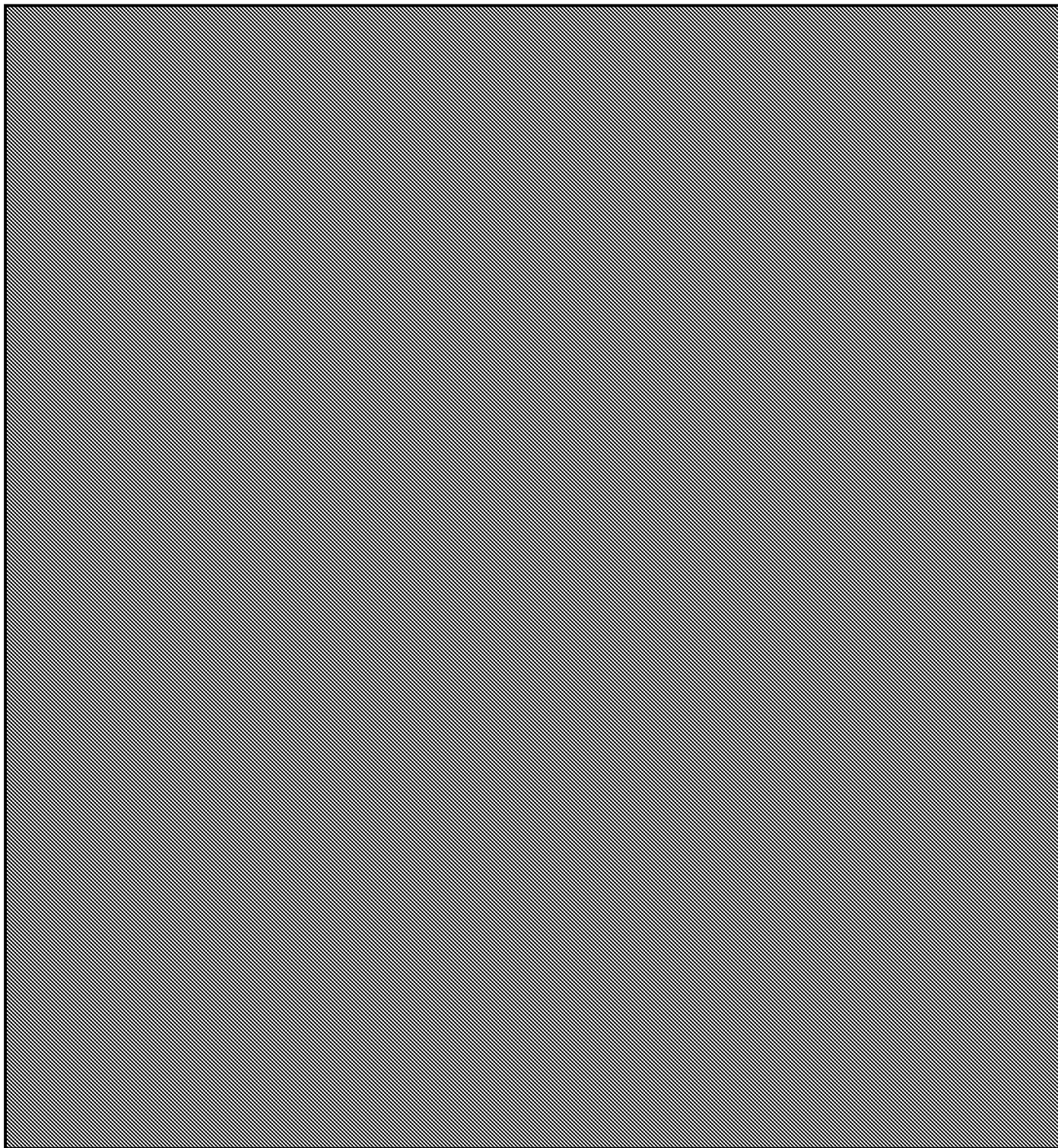
D. Organization of Assignor. Assignor represents and warrants that (i) Assignor is a corporation organized, validly existing, and in good standing under the laws of California and has all necessary powers to own its properties and to operate its business as now owned and operated by it, (ii) Assignor has the full right, power, and authority to enter into this Agreement and to assign the Acquisition Assets to Assignee and perform its other obligations hereunder, (iii) the execution of this Agreement by Assignor's representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of Assignor, and (iv) this Agreement shall constitute the legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

E. Non-Infringement. The Acquisition Assets (i) do not infringe, misappropriate or otherwise violate the intellectual property rights of any other person, and (ii) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging Assignor's ownership, registration or use of, or the validity or enforceability of, any of the Acquisition Assets.

4. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor as follows:

A. Organization of Assignee. Assignee represents and warrants that (i) Assignee is a limited liability company duly organized, validly existing, and in good standing under the laws of California and has all necessary powers to own its properties and to operate its business as now owned and operated by it, (ii) Assignee has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, (iii) the execution of this Agreement by Assignee's representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of Assignee, and (iv) this Agreement shall constitute the legal, valid, and binding obligation of Assignee, enforceable against Assignee in accordance with its terms.

B. No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute or result in a breach of, or a default under, any term or provision of any contract, agreement, indebtedness, Encumbrance, lease, commitment, license, franchise, permit, authorization or concession to which Assignee is a party, which breach or default would have a material adverse effect on Assignee's ability to consummate the transactions contemplated by this Agreement or result in a violation by Assignee of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award binding on Assignee, which violation would have a material adverse effect on Assignee's ability to consummate the transactions contemplated by this Agreement.

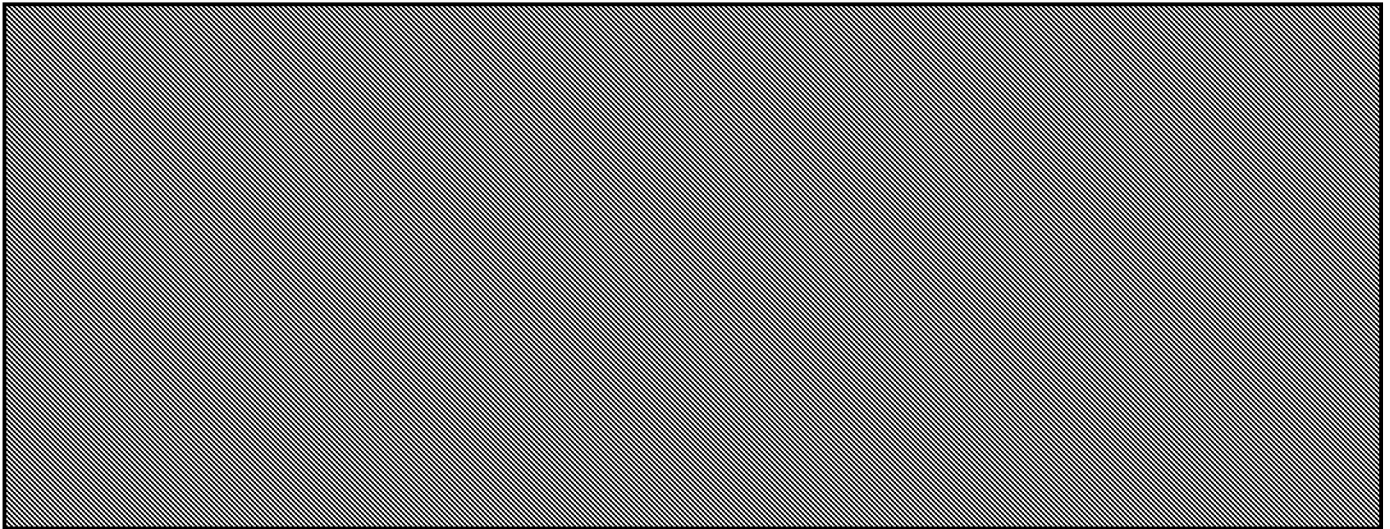




D. Ownership of Trademarks. Neither this Agreement nor its performance confer on Assignor any right with respect to the Trademarks other than those rights expressly granted in this Agreement. Assignee is entitled to grant such other rights in and licenses of the Trademarks as it sees fit and nothing in this Agreement restricts Assignee's right to use the Trademarks on or in connection with any products or services. All goodwill associated with any use of the Trademarks by Assignor shall inure to the sole and exclusive benefit of Assignee. Assignor shall not (x) challenge the validity or Assignee's exclusive ownership of the Trademarks or any other related mark of Assignee or claim adversely or assist in any claim adverse to Assignee concerning any right, title or interest in the Trademarks, or (y) do or knowingly permit any act by Assignor or its sublicensees that would be reasonably likely to impair or prejudice Assignee's title to the Trademarks or be detrimental to the reputation and goodwill of Assignee, including any act which would be reasonably likely to assist or give rise to any application to remove or de-register the Trademarks or other related marks of Assignee. Assignor shall not and shall cause its affiliates not to (i) register or use or attempt to register or to use any trademark, design, corporate identity, URL, domain name, or social media identifier that may be similar to or comprise or include the Trademarks; (ii) register or attempt to register the Trademarks as part of, in combination with or otherwise in connection with, any mark, logo or other source identifier; (iii) use the Trademarks in connection with any product or service other than the Licensed Products; (iv) use the Trademarks with any mark, logo or other source identifier in such close proximity as to form a composite mark that would adversely affect the Trademarks; or (v) except for use of the Corporate

Identifier as permitted by the License-Back, use the Trademarks in any way that may imply that a Trademark is a trade name of Assignor.

E. Use of the Trademarks. All Licensed Products to which the Trademarks are applied shall at all times be in compliance with applicable law known to Assignor or of which Assignor reasonably should be aware after appropriate inquiry, and Assignor shall ensure that such Licensed Products (and all promotional material used in connection with the foregoing) shall be of at least substantially the same quality as those goods sold or provided by Assignor immediately prior to the Effective Date and that such quality shall be reasonably maintained on a consistent basis. Assignee shall have the right to inspect any publicly distributed designation, document or other media including any promotional material used or maintained by Assignor in connection with the supply of goods and services under the Trademarks upon providing Assignor one week prior written notice. Such inspection shall only be permitted during Assignor's normal business hours and shall not disrupt the business of Assignor in any material manner, and may not be conducted more than twice per year. In the event that Assignee determines that any Licensed Product does not meet applicable standards, Assignor shall have 90 days after notification by Assignee within which to make the changes required for compliance.



G. Infringement of Trademarks by Third Party. Each party hereto shall immediately notify the other party hereto in reasonable detail of any unauthorized or improper use by any person of the Trademarks of which the notifying party becomes aware, and of any allegations, claims or demands (actual or threatened) against the notifying party hereto or any of its affiliates for infringement of any trademark rights of third parties by reason of either party hereto's use of the Trademarks, of which such party hereto becomes aware; *provided*, however, that Assignee shall only be required to provide such notice as it relates to the Trademarks as used on Licensed Products. Assignee shall have the exclusive right, but shall not be required, to take any action, legal or otherwise, in connection with any infringement of the Trademarks. Assignee may require Assignor to lend its name to such proceedings and provide reasonable assistance. Assignor shall not institute, commence or prosecute any claim, action or proceeding against any person or entity alleging infringement, imitation or unauthorized use of the Trademarks without the prior written consent of Assignee, which may be withheld in its sole discretion.

H. **Reservation of Rights.** All rights not expressly granted by Assignee to Assignor hereunder are reserved by Assignee, and Assignor expressly acknowledges that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses expressly set forth in Section 5.A. above.

6. Post-Delivery Date Matters.

- A. **Trademark Assignment Transfers.** Assignee shall record appropriate confirmatory short-form trademark transfer assignments with the USPTO after the Delivery Date.
- B. **Existing Inventory and Historical Papers.** Assignor's existing inventory of Licensed Products and historical inventory of games and goods, and historical papers, are not covered by this Agreement.
- C. **Further Assurances.** After the date of this Agreement, each party will cooperate in good faith with the other and will take all appropriate action and execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Agreement. For the avoidance of doubt, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue or transfer the Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- D. **Confidentiality.** Assignor shall keep confidential and shall not disclose any confidential information included in the Acquisition Assets (the "Confidential Information") to any third party without the prior written consent of Assignee. Assignor shall exercise at least the same degree of care to safeguard the confidentiality of the Confidential Information as it does to safeguard its own confidential information, but not less than a commercially reasonable degree of care (given the context of the Confidential Information). The confidentiality obligations in this Section 6.D. shall not apply to any Confidential Information to the extent it: (i) is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act directly or indirectly by Assignor), or (ii) has been or is hereafter independently acquired or developed by Assignor without reference to such Confidential Information.

7. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Assignor and by a duly authorized officer of the Assignee. By an instrument in writing similarly executed, either party may waive compliance by the other party with any provision of this Agreement that such other party was or is obligated to comply with or perform, provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof of the exercise of any other right, remedy, or power provided herein or by law or in equity.

8. Severability; Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

9. Arbitration; Attorneys' Fees. Any claim or controversy arising out of or relating to this Agreement will be determined and settled by binding arbitration in Orange County, California according to the Arbitration Statutes applicable for that locality at that time. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover their reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

10. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California as if it was entered into by California residents to be performed entirely within California. Venue shall be in Orange County, California.

11. Notices. All notices and other communications required or permitted by this Agreement shall be in writing delivered at the addresses and contact information set forth above 1) by hand, courier service or nationally recognized overnight delivery service, 2) by certified mail, postage prepaid, return receipt requested or 3) by fax or email (provided that a confirming copy is sent no later than the next following business day by item 1 or item 2 above). Notice is considered given when received except for certified mailings which are considered received five days following deposit, postage prepaid, with the U.S. Postal Service. Either party may change its address and contact information by giving written notice in the same manner to the other party.

12. Indemnification. Assignor shall indemnify, save and hold harmless Assignee, its affiliates, and its representatives, from and against any and all costs, losses (including, without limitation, diminution in value), liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims and expenses (whether or not arising out of third-party claims), including, without limitation, interest, penalties, attorneys' fees and all amounts paid in investigation, or settlement of any of the foregoing (collectively, "Damages"), incurred in connection with or arising out of or resulting from (i) any and all liabilities in respect to the assigned Acquisition Assets based on facts and occurrences existing or arising on or before the Delivery Date, (ii) Assignor's continued use of the name "Intellivision" or the Trademarks during the Term of Use applicable thereto (including for any third party product liability claims related to Assignor's or its sublicensees' manufacture, sale, distribution, and provision of Licensed Products, and any claims that the Licensed Products infringe the rights of a third party), or (iii) any breach by Assignor or any of its permitted sublicensees of any representation, warranty, covenant, or obligation under this Agreement. The term "Damages" as used in this section is not limited to matters asserted by third parties against a party, but includes Damages incurred or sustained by a party in the absence of third party claims.

Likewise, Assignee shall indemnify, save and hold harmless Assignor, its affiliates, and its representatives, from and against (i) any and all Damages incurred in connection with or arising out of or resulting from any and all liabilities in respect to the Acquisition Assets based on facts

and occurrences existing or arising after the Delivery Date, or (ii) any breach by Assignee or any of its permitted sublicensees of any representation, warranty, covenant, or obligation under this Agreement.

The agreement to indemnify, defend and hold harmless set forth in this section is in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which the indemnitor may have to the indemnitee at common law or otherwise.

13. Relationship of the Parties. Nothing contained herein is intended or shall be deemed to make any party hereto the agent, employee, partner or joint venturer of the other party hereto or be deemed to provide such party hereto with the power or authority to act on behalf of the other party hereto or to bind the other party hereto to any contract, agreement or arrangement with any other individual or entity.

14. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. To the extent of any express conflict between the terms of this Agreement and the terms of that certain Memorandum of Understanding dated July 18, 2018 among Stephen Roney, Emily Rosenthal, Quicksilver Software, Inc. and Tommy Tallarico Studios, Inc., the terms of this Agreement shall supersede and control.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

BLUE SKY RANGERS, INC.,
a California corporation

DocuSigned by:
By: Stephen Roney
Stephen Roney,
President

ASSIGNEE:

INTELLIVISION ENTERTAINMENT, LLC,
a California limited liability company

DocuSigned by:
By: Tommy Tallarico
Tommy Tallarico,
President