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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM544031

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Decentralized Pictures LLC		10/01/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Decentralized Pictures Foundation Inc.	
Street Address:	916 Kearny Street	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94133	
Entity Type:	Nonstock NonProfit Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88353026	DP

CORRESPONDENCE DATA

Fax Number: 4156533775

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.

Phone: 4156533750

Email: ipdocketingsf@venable.com

Correspondent Name: Susan Hollander & Sharoni Finkelstein

Address Line 1: Venable LLP

Address Line 2: 101 California Street, Suite 3800
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	132945398212 DP and Desig	
NAME OF SUBMITTER: Sharoni S. Finkelstein		
SIGNATURE: /Sharoni S. Finkelstein/		
DATE SIGNED:	10/04/2019	

Total Attachments: 3

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> TRADEMARK REEL: 006764 FRAME: 0569

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into and effective as of October 1, 2019 (the "Effective Date"), by and between Decentralized Pictures LLC, a California limited liability company located at 916 Kearny Street, San Francisco, CA 94133 ("Assignor") and Decentralized Pictures Foundation Inc., a Delaware nonstock nonprofit corporation located at 916 Kearny Street, San Francisco, CA 94133 ("Assignee").

WHEREAS, Assignor is the owner of the trademark listed in the attached <u>Schedule A</u>, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademark (collectively referred to herein as the "Trademark");

WHEREAS, Assignor desires to transfer, and Assignee desires to acquire, all right, title and interest in and to the Trademark throughout the world, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Trademark;

WHEREAS, Assignee is the successor to Assignor's entire business;

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- Assignee all right, title and interest in and to the Trademark throughout the world, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Trademark, including the right to sue or otherwise assert the Trademark and to recover damages, profits and/or other compensation for past, present and future infringements, the right to license the Trademark to others and the right to renew any trademark registration which shall issue from the applications included in the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not made.
- 2. <u>Authorization to Record</u>. Assignor hereby authorizes Assignee to record this Assignment in the relevant trademark offices throughout the world.

[signatures on next page]

TRADEMARK REEL: 006764 FRAME: 0570 IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee on the date first noted above, and Assignee acknowledges receipt of the same.

DECEN	TRALIZED PICTURES LLC	DECENTRALIZED PICTURES FOUNDATION INC.
Ву:	Gordon Wang	By: L. M. H
Name:	Gordon Wang	Name: Leo Matchett
Title:	VP & CFO	Title: President & CEO
Date:	10-3-2019	Date /0/3/2019

TRADEMARK REEL: 006764 FRAME: 0571

Schedule A

Mark	Country	App. No.	App. Date
	United States	88/353,026	March 22, 2019

RECORDED: 10/04/2019

TRADEMARK
REEL: 006764 FRAME: 0572