

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678792

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900645397

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Genius Media Group, Inc.		09/13/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ML Genius Holdings, LLC
Street Address:	1222 6th Street
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4775562	GENIUS
Registration Number:	4775564	GENIUS
Registration Number:	4775563	GENIUS
Registration Number:	4775565	GENIUS
Registration Number:	4775561	RAP GENIUS
Registration Number:	4052470	RAP GENIUS
Registration Number:	5048868	G
Registration Number:	5048864	G
Registration Number:	5048867	G
Registration Number:	5048869	G
Registration Number:	5586248	IQ/BBQ
Registration Number:	5586301	VERIFIED
Registration Number:	5586302	VERIFIED GENIUS
Registration Number:	5605672	BEHIND THE LYRICS
Registration Number:	5606829	GENIUS NEWS
Registration Number:	5606830	LYRICS TO LIFE
Registration Number:	4688522	
Registration Number:	4688521	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4794639	ANNOTATE THE WORLD.
Registration Number:	4803156	ANNOTATE THE WORLD.
Registration Number:	4775597	HISTORY GENIUS
Registration Number:	4775598	HISTORY GENIUS
Registration Number:	4784624	LAW GENIUS
Registration Number:	4784625	LAW GENIUS
Registration Number:	4775596	LIT GENIUS
Registration Number:	4775595	LIT GENIUS
Registration Number:	4780449	META GENIUS
Registration Number:	4780448	META GENIUS
Registration Number:	4775599	POP GENIUS
Registration Number:	4784541	POP GENIUS
Registration Number:	4784544	POWERED BY GENIUS
Registration Number:	4784545	POWERED BY GENIUS
Registration Number:	4775560	ROCK GENIUS
Registration Number:	4775559	ROCK GENIUS
Registration Number:	4784543	SCREEN GENIUS
Registration Number:	4784542	SCREEN GENIUS
Registration Number:	4775601	SPORTS GENIUS
Registration Number:	4775600	SPORTS GENIUS
Registration Number:	4780431	X GENIUS
Registration Number:	4780432	X GENIUS

CORRESPONDENCE DATA

Fax Number:

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.

Email: medialab@invictusadvisors.com

Correspondent Name: Joshua Armstrong

Address Line 1: 950 County Square Dr. #104

Address Line 2: Medialab TM

Address Line 4: Ventura, CALIFORNIA 93003

ATTORNEY DOCKET NUMBER: MEDIALAB - LARK

NAME OF SUBMITTER: Tracy Roman

SIGNATURE: /tracy roman/

DATE SIGNED: 10/04/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is dated as of September 13, 2021 (the "Effective Date") by and between Genius Media Group, Inc., a Delaware corporation ("Assignor"), and ML Genius Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), by and between Assignor and MediaLab.Ai Inc., a Delaware Corporation ("MediaLab") and Assignee is a wholly-owned subsidiary of MediaLab.

WHEREAS, pursuant to the Asset Purchase Agreement and in accordance with Section 11.9 of the Asset Purchase Agreement, Assignor desires to assign to Assignee, as directed by MediaLab, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW THEREFORE, in consideration of the mutual promises and consideration contained in the Asset Purchase Agreement and this Assignment, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth on Schedule 1 attached hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth on Schedule 1, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "Genius", the designs set forth on Schedule 1 or any term, design or other source identifier that is a derivative of or confusingly similar to the term "Genius" or the designs set forth on Schedule 1, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth on Schedule 1), (v) the domains set forth on Schedule 1, and (vi) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks"), including without limitation all rights of registration, renewal, and enforcement.

3. Further Assurances. Assignor shall, at the reasonable request Assignee, and at Assignee's cost and expense, reasonably cooperate with Assignee and execute and deliver, or cause to be executed and delivered, all such other instruments, and take, or cause to be taken, all such other actions, as Assignee may reasonably request at any time and from time to time after the date of this Assignment, consistent with the terms of this Assignment and the Asset Purchase Agreement, to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the assignment of the Assigned Marks as contemplated herein.

4. No Modification of the Asset Purchase Agreement. This Assignment is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to

or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Assignor or Assignee under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

5. Amendment; Successors and Assigns. This Assignment may be amended, modified or supplemented only by written agreement of all parties hereto. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.

7. Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws rules.

9. Entire Agreement. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) constitute the entire agreement between the parties with respect to the subject matter contained herein, and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

GENIUS MEDIA GROUP, INC.



Tom Lehman
Chief Executive Officer

ASSIGNEE:

ML GENIUS HOLDINGS, LLC

Michael Heyward
Chief Executive Officer

ACKNOWLEDGED:

MEDIALAB.AI INC.

Michael Heyward
Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

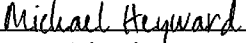
ASSIGNOR:

GENIUS MEDIA GROUP, INC.

By:
Title:

ASSIGNEE:

ML GENIUS HOLDINGS, LLC

DocuSigned by:


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Michael Heyward
Chief Executive Officer





ACKNOWLEDGED:

MEDIALAB.AI INC.

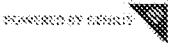
DocuSigned by:


93373D2C348E4AB...
Michael Heyward
Chief Executive Officer

Schedule 1
Trademarks

Imgur LLC	EU	THE SIMPLE IMAGE SHARER	Reg. # 012127544 (previously registered, allowed to expire)	Expires Oct. 9, 2023. Will not be maintained
ML Genius Holdings, LLC	US	GENIUS	4775562	7/21/2015
ML Genius Holdings, LLC	US	GENIUS	4775564	7/21/2015
ML Genius Holdings, LLC	US	GENIUS	4775563	7/21/2015
ML Genius Holdings, LLC	US	GENIUS	4775565	7/21/2015
ML Genius Holdings, LLC	US	RAP GENIUS	4775561	7/21/2015
ML Genius Holdings, LLC	US	RAP GENIUS	4052470	11/8/2011
ML Genius Holdings, LLC	US		5048868	9/27/2016
ML Genius Holdings, LLC	US		5048864	9/27/2016
ML Genius Holdings, LLC	US		5048867	9/27/2016
ML Genius Holdings, LLC	US		5048869	9/27/2016
ML Genius Holdings, LLC	US	IQ/BBQ	5586248	10/16/2018
ML Genius Holdings, LLC	US	VERIFIED	5586301	10/16/2018
ML Genius Holdings, LLC	US	VERIFIED GENIUS	5586302	10/16/2018

ML Genius Holdings, LLC	US	BEHIND THE LYRICS	5605672	11/13/2018
ML Genius Holdings, LLC	US	GENIUS NEWS	5606829	11/13/2018
ML Genius Holdings, LLC	US	LYRICS TO LIFE	5606830	11/13/2018
ML Genius Holdings, LLC	US		4688522	2/17/2015
ML Genius Holdings, LLC	US		4688521	2/17/2015
ML Genius Holdings, LLC	US	ANNOTATE THE WORLD.	4794639	8/18/2015
ML Genius Holdings, LLC	US	ANNOTATE THE WORLD.	4803156	9/1/2015
ML Genius Holdings, LLC	US	HISTORY GENIUS	4775597	7/21/2015
ML Genius Holdings, LLC	US	HISTORY GENIUS	4775598	7/21/2015
ML Genius Holdings, LLC	US	LAW GENIUS	4784624	8/4/2015
ML Genius Holdings, LLC	US	LAW GENIUS	4784625	8/4/2015
ML Genius Holdings, LLC	US	LIT GENIUS	4775596	7/21/2015
ML Genius Holdings, LLC	US	LIT GENIUS	4775595	7/21/2015
ML Genius Holdings, LLC	US	META GENIUS	4780449	7/28/2015
ML Genius Holdings, LLC	US	META GENIUS	4780448	7/28/2015
ML Genius Holdings, LLC	US	POP GENIUS	4775599	7/21/2015
ML Genius Holdings, LLC	US	POP GENIUS	4784541	8/4/2015
ML Genius Holdings, LLC	US		4784544	8/4/2015

ML Genius Holdings, LLC	US		4784545	8/4/2015
ML Genius Holdings, LLC	US	ROCK GENIUS	4775560	7/21/2015
ML Genius Holdings, LLC	US	ROCK GENIUS	4775559	7/21/2015
ML Genius Holdings, LLC	US	SCREEN GENIUS	4784543	8/4/2015
ML Genius Holdings, LLC	US	SCREEN GENIUS	4784542	8/4/2015
ML Genius Holdings, LLC	US	SPORTS GENIUS	4775601	7/21/2015
ML Genius Holdings, LLC	US	SPORTS GENIUS	4775600	7/21/2015
ML Genius Holdings, LLC	US	X GENIUS	4780431	7/28/2015
ML Genius Holdings, LLC	US	X GENIUS	4780432	7/28/2015
ML Genius Holdings, LLC	WIPO - Int'l	GENIUS	1257412	1/8/2015
ML Genius Holdings, LLC	WIPO - Int'l - Designation - Australia	GENIUS	Int'l Reg. No. 1257412/Trade Mark No. 1710504	1/8/2015
ML Genius Holdings, LLC	WIPO - Int'l - Designation - European Union	GENIUS	1257412	1/8/2015
ML Genius Holdings, LLC	WIPO - Int'l - Designation - Japan	GENIUS	1257412	1/8/2015
ML Genius Holdings, LLC	UK	GENIUS	UK008012574 12	1/8/2015
ML Genius Holdings, LLC	Canada	GENIUS	App. No. 1709979/Reg. No. TMA951337	10/4/2016
ML Genius Holdings, LLC	WIPO - Int'l	RAP GENIUS	1256359	1/8/2015
ML Genius Holdings, LLC	WIPO - Int'l - Designation - Australia	RAP GENIUS	1256359	1/8/2015

ML Genius Holdings, LLC	WIPO - Int'l - Designation - European Union	RAP GENIUS	1256359	1/8/2015
ML Genius Holdings, LLC	WIPO - Int'l - Designation - China	RAP GENIUS	1256359	1/8/2015
ML Genius Holdings, LLC	WIPO - Int'l - Designation - Japan	RAP GENIUS	1256359	1/8/2015
ML Genius Holdings, LLC	UK	RAP GENIUS	UK008012563 59	1/8/2015
ML Genius Holdings, LLC	Canada	RAP GENIUS	App. No. 1709980/Reg. No. TMA951040	9/30/2016

Domains

All domains listed below, including all other related domains and websites:

Genius.com; and

All other domains as required to be assigned pursuant to the Asset Purchase Agreement between Assignor and Assignee dated September 13, 2021.

Lyric Licenses

1. The Lyrics License Agreement, dated February 8, 2021, by and between the Company and Warner Chappell Music, Inc.
2. The Digital Lyrics License Agreement, dated April 1, 2013, by and between Songs of Universal, Inc., Universal Music Corp., Songs of Universal, Inc. and the Company, as amended by that certain Letter Agreement, dated March 31, 2016, 2016 Amendment to Digital Lyrics License, dated May 6, 2016, and that certain Second Amendment to Digital Lyrics License, dated December 1, 2020.