

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Veranda Ent, Inc.		10/27/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	H Code Media, Inc.		
<b>Street Address:</b>	1299 Ocean Avenue		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5959307	BUTACA	
<b>Registration Number:</b>	3485667	BUTACA	
<b>Serial Number:</b>	78916176	DE LEYENDA: LA HISTORIA DEL DEPORTE MEXI	
<b>Serial Number:</b>	87348126	FLIXOFLEGENDS	
<b>Registration Number:</b>	3424240	VERANDA	
<b>Serial Number:</b>	88920466	SI TV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172613175		
<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>			
<b>Phone:</b>	617-261-3100		
<b>Email:</b>	kathleen.burch@klgates.com		
<b>Correspondent Name:</b>	Kathleen M. Burch, K&L Gates LLP		
<b>Address Line 1:</b>	One Lincoln Street		
<b>Address Line 2:</b>	State Street Financial Center		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	2890516.00008		
<b>NAME OF SUBMITTER:</b>	Kathleen M. Burch		
<b>SIGNATURE:</b>	/Kathleen M. Burch/		

CH \$165.00 5959307

<b>DATE SIGNED:</b>	10/28/2022
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**Total Attachments: 10**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of October 27, 2022 (this “**IP Assignment**”), is entered into by and between H Code Media, Inc., a Delaware corporation (the “**Buyer**”), and Veranda Ent, Inc., a California corporation (the “**Seller**”).

WHEREAS, the Buyer and the Seller are parties to an Asset Purchase Agreement dated as of October 27, 2022 (the “**Asset Purchase Agreement**”);

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred and assigned to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and other governmental offices;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Seller hereby irrevocably conveys, transfers and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title and interest in and to the following (the “**Transferred Intellectual Property**”):

(a) the trademarks and the registrations therefor set forth in Schedule 1 hereto, together with the business related thereto and goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing (the “**Trademarks**”);

(b) the copyrights set forth in Schedule 2 hereto, which includes all Content (as defined in the Asset Purchase Agreement) and Software (as defined in the Asset Purchase Agreement) owned by the Seller (the “**Copyrights**”);

(c) the domain names and registrations and social media accounts set forth in Schedule 3 hereto and all issuances, extensions, renewals account information and passwords therefor (the “**Domain Names**”)

(d) any other intellectual property rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. The Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by the Buyer. At Buyer's sole cost and expense, the Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Transferred Intellectual Property is properly assigned to the Buyer, or any assignee or successor thereto. The Seller also shall reasonably assist the Buyer, at Buyer's sole cost and expense, in transferring control of the Domain Names assigned herein to the Buyer (or its designee or transferee), including authorizing the transfer of such Domain Names from the Seller's present registrar(s) or account(s) to the Buyer's (or the Buyer's designee's or transferee's) designated registrar or account. The Seller shall also provide any login information and passwords needed to operate the social media accounts transferred herein.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Transferred Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Multiple Counterparts; Facsimile Signatures. This IP 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. Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party which requests it.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**Buyer:**

H CODE MEDIA, INC.

By:   
Name: M. John Jordan  
Title: Assistant Treasurer

**Seller:**

VERANDA ENT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**Buyer:**

H CODE MEDIA, INC.

By: \_\_\_\_\_  
Name: M. John Jordan  
Title: Assistant Treasurer



**Seller:**

VERANDA ENT, INC.





By: Randall Green  
Name: Randall Green  
Title: Chief Executive Officer

**SCHEDULE 1**  
**TRADEMARKS**

Citation	Source	Status	Goods and Services Translation	Owner
<p><b>BUTACATV</b> <b>App 2283756 (2283756T)</b> <b>App 29-OCT-2019</b></p>	<p>Mexico</p>	<p>APPLICATION (PENDING)</p>	<p><b>Goods and Services Translation:</b> ACCESS TO INTERNET TELECOMMUNICATIONS CONNECTIONS OR DATABASES; ACCESS TO CONTENTS, PORTALS AND WEB SITES; ACCESS TO DATA OR DOCUMENTS STORED BY ELECTRONIC MEANS IN CENTRAL FILES FOR REMOTE CONSULTATIONS; ACCESS TO ELECTRONIC SOUND LINKS; ACCESS TO TELECOMMUNICATIONS BY WIDE BAND; ACCESS TO ELECTRONIC SITES; ACCESS TO MP3 MUSIC WEB SITES ON THE INTERNET; MULTI-USER ACCESS TO GLOBAL INFORMATION NETWORKS FOR THE TRANSFER AND DISCLOSURE OF A WIDE RANGE OF INFORMATION; COMMUNICATION THROUGH ELECTRONIC MEDIA; INFORMATIZED COMMUNICATIONS FOR THE TRANSMISSION OF INFORMATION; TELEMATIC COMMUNICATIONS AND INTERNET ACCESS; DISSEMINATION OF TELEVISION PROGRAMS THROUGH VIDEO SERVICES ON DEMAND AND TELEVISION SERVICES ON THE LETTER; DISSEMINATION OF INTERNET TELEVISION PROGRAMS; DELIVERY OF AUDIO AND / OR DIGITAL VIDEO BY TELECOMMUNICATIONS; FACILITATION OF ACCESS TO A GLOBAL COMPUTER NETWORK FOR THE TRANSFER AND DISCLOSURE OF INFORMATION; PROVISION OF TELECOMMUNICATION SERVICES; PROVISION OF ACCESS TO AUDIO AND VIDEO CONTENT THROUGH ADDERS; PROVISION OF TELECOMMUNICATIONS ACCESSES AND LINKS OR LINKS WITH COMPUTER DATABASES AND WITH INTERNET; RECEIVING TELEVISION PROGRAMS FOR THE TRANSMISSION OF SUBSCRIBERS; RETRANSMISSION OF SATELLITE IMAGES; AUDIOVISUAL COMMUNICATION SERVICE; BROADCASTING SERVICE; ONLINE DATABASE ACCESS SERVICES; ONLINE ACCESS SERVICES TO MULTIMEDIA CONTENTS; DATA ACCESS SERVICES AVAILABLE IN COMMUNICATION NETWORKS; INTERNET VIDEO EXCHANGE PORTAL ACCESS SERVICES; ACCESS SERVICES BY TELECOMMUNICATION TO VIDEO CONTENTS AVAILABLE ON THE INTERNET; ACCESS SERVICES BY TELECOMMUNICATION TO VIDEO AND AUDIO CONTENTS AVAILABLE THROUGH A VIDEO ONLINE SERVICE TO THE LETTER; ACCESS SERVICES BY TELECOMMUNICATION MEDIA TO FILMS AND TELEVISION PROGRAMS AVAILABLE THROUGH A VIDEO SERVICE TO THE LETTER; COMMUNICATION SERVICES BY ELECTRONIC MEANS; COMMUNICATION SERVICES BY COMPUTER INTENDED TO TRANSMIT INFORMATION; NARROW BAND RADIO COMMUNICATION SERVICES; DIGITAL COMMUNICATIONS SERVICES; ELECTRONIC COMMUNICATIONS SERVICES; ELECTRONIC COMMUNICATIONS SERVICES BY COMPUTER; ONLINE COMMUNICATION SERVICES (ONLINE); BROADCASTING SERVICES RELATED TO TV BY INTERNET PROTOCOL;</p>	<p>VERANDA ENT INC. MEADOWCREST RD NUM. EXT. 16100, SHERMAN OAKS, LOS ANGELES, CALIFORNIA 91403 UNITED STATES OF AMERICA</p>

Citation	Source	Status	Goods and Services Translation	Owner
			CONTINUOUS DISSEMINATION SERVICES OF VIDEO AND AUDIO CONTENTS; DISSEMINATION SERVICES OF AUDIO AND VIDEO CONTENTS ON THE INTERNET; AND MULTIMEDIA DISSEMINATION SERVICES FOR PORTABLE PLAYERS [PODCASTING]. 38	
BUTACA Translation: SEAT  <b>BUTACA</b>  App 88438201 App 20-MAY-2019 Reg 5959307 Reg 14-JAN-2020	USPTO	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 14-JAN-2020	<b>Goods and Services:</b> INT. CL. 38 VIDEO STREAMING SERVICES VIA THE INTERNET, FEATURING INDEPENDENT FILMS AND MOVIES 38	VERANDA ENT, INC. DBA VERANDA ENTERTAINMENT CALIFORNIA CORPORATION 16100 MEADOWCREST ROAD 16100 MEADOWCREST ROAD SHERMAN OAKS, CA SHERMAN OAKS, CALIFORNIA, 91403
BUTACA Reg 1570197 Reg 04-DEC-2020	International Register: Brazil, Spain, Mexico	REGISTRATION (REGISTERED) Exp 04-DEC-2030	<b>Goods and Services:</b> 38 Video streaming services via the Internet, featuring independent films and movies. 38	Veranda Ent, Inc. 16100 Meadowcrest Road Sherman Oaks, CA 16100 Meadowcrest Road Sherman Oaks CA 91403 UNITED STATES OF AMERICA
BUTACA TV  <b>butaca tv</b>  App 2547682 (2547682T) App 14-MAY-2021 Reg 2285477 Reg 12-AUG-2021	Mexico	REGISTERED	<b>Goods and Services Translation:</b> RENTAL OF ADVERTISING SPACES; ADVERTISING TIME RENTAL IN THE MEDIA; ADVERTISING TIME RENTAL IN VIDEO-ON-CARE AND STREAMING TRANSMISSIONS; ADVERTISING DOCUMENTATION UPDATE 35	VERANDA ENT, INC. MEADOWCREST ROAD NUM. EXT. 16100, SHERMAN OAKS, CALIFORNIA 91403 UNITED STATES OF AMERICA
BUTACA TV  <b>butaca tv</b>  App 2547687 (2547687T) App 14-MAY-2021 Reg 2285482 Reg 12-AUG-2021	Mexico	REGISTERED	<b>Goods and Services Translation:</b> TRANSMISSION OF CONTINUOUS FLOW OF DATA [STREAMING]; STREAMING OF AUDIOVISUAL AND MULTIMEDIA CONTENT THROUGH THE INTERNET; VIDEO TRANSMISSION ON DEMAND; VIDEO DIFFUSION ON DEMAND; LINEAR VIDEO BROADCASTING; BROADCASTING, LINEAR VIDEO BROADCASTING, STREAMING, BROADCASTING AND TRANSMISSION OF VIDEO ON CHARTER OF TELEVISION PROGRAMS, SERIES, FILMS AND DOCUMENTARY; SERVICES OF ACCESS BY TELECOMMUNICATION MEDIA TO VIDEO AND AUDIO CONTENT AVAILABLE THROUGH AN ONLINE SERVICE OF VIDEO ON DEMAND AND LINEAR VIDEO BROADCASTING. 38	VERANDA ENT, INC. MEADOWCREST ROAD NUM. EXT. 16100, SHERMAN OAKS, CALIFORNIA 91403 UNITED STATES OF AMERICA



Citation	Source	Status	Goods and Services Translation	Owner
<b>BUTACA TV</b>  <b>butaca tv</b> App 2547686 (2547686T) App 14-MAY-2021 Reg 2285481 Reg 12-AUG-2021	Mexico	REGISTERED	<b>Goods and Services Translation:</b> ONLINE SUPPLY OF NON-DOWNLOADABLE VIDEOS; SUPPLY OF MOVIES, NON-DOWNLOADABLE, THROUGH ON-DEMAND VIDEO SERVICES; PROVISION OF TELEVISION PROGRAMS, NON-DOWNLOADABLE, THROUGH ON-DEMAND VIDEO SERVICES; NON-DOWNLOADABLE ONLINE VIDEO PROVISION; SUPPLY AND PROVISION OF NON-DOWNLOADABLE ONLINE VIDEOS, KNOWLEDGE, TV SHOWS, SERIES, FILMS AND DOCUMENTARY. 41	VERANDA ENT, INC. MEADOWCREST ROAD NUM. EXT. 16100, CALIFORNIA 91403 UNITED STATES OF AMERICA
<b>BUTACA</b>  App 77114066 App 22-FEB-2007 Reg 3485667 Reg 12-AUG-2008	USPTO	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Cancelled - section 8 USPTO Status Date: 15-MAR- 2019	<b>Goods and Services:</b> <b>INT. CL. 38 AUDIO AND VIDEO STREAMING SERVICES, ELECTRONIC TRANSMISSION OF AUDIO AND VISUAL CONTENT IN THE NATURE OF MOTION PICTURES, MOTION PICTURE TRAILERS, DOCUMENTARIES/BIOGRAPHIES, SPORTS, ANIMATION AND MUSIC VIA A GLOBAL COMPUTER NETWORK</b> 38	VERANDA ENTERTAINMENT, LLC CALIFORNIA LIMITED LIABILITY CO. 16100 MEADOWCREST ROAD SHERMAN OAKS, CALIFORNIA, 91403
<b>DE LEYENDA: LA HISTORIA DEL DEPORTE MEXICANO</b> Translation: LEGEND OF HISTORY OF THE MEXICAN SPORT  App 78916176 App 24-JUN-2006 Disclaims: "LA HISTORIA DEL DEPORTE MEXICANO"	USPTO	Abandoned Intent to Use - Filed Intent to Use USPTO Status: Abandoned-no statement of use filed USPTO Status Date: 08-FEB- 2008	<b>Goods and Services:</b> <b>INT. CL. 41 ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION PROGRAM FEATURING SPORTS, NEWS REPORTING AND ENTERTAINMENT FEATURES; PRODUCTION AND DISTRIBUTION OF TELEVISION PROGRAMMING</b> 41	VERANDA ENTERTAINMENT, LLC CALIFORNIA LIMITED LIABILITY CO. 12342 MONTANA AVENUE SUITE 4 LOS ANGELES, CALIFORNIA, 90049
<b>FLIXOFLEGENDS</b>  App 87348126 App 24-FEB-2017	USPTO	Abandoned Intent to Use - Filed Intent to Use USPTO Status: Abandoned-no statement of use filed USPTO Status Date: 11-JUN-	<b>Goods and Services:</b> <b>INT. CL. 41 ENTERTAINMENT SERVICES IN THE NATURE OF DISTRIBUTION AND POST-PRODUCTION OF CLASSIC MOVIES AND TELEVISION SHOWS</b> 41	VERANDA ENTERTAINMENT, LLC CALIFORNIA LIMITED LIABILITY CO. 16100 MEADOWCREST ROAD SHERMAN OAKS, CALIFORNIA, 91403

Citation	Source	Status	Goods and Services Translation	Owner
		2018		
<b>VERANDA</b>  <b>VERANDA</b>  <b>App 78701191</b> <b>App 26-AUG-2005</b> <b>Reg 3424240</b> <b>Reg 06-MAY-2008</b>	USPTO	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT USPTO Status: Cancelled - section 8 USPTO Status Date: 12-DEC- 2014	<b>Goods and Services:</b> <b>INT. CL. 41 TELEVISION SYNDICATION PROGRAMMING</b> <b>FEATURING SPANISH LANGUAGE CONTENT</b>  <b>41</b>	VERANDA ENTERTAINMENT, LLC CALIFORNIA LIMITED LIABILITY CO. 12342 MONTANA AVENUE, SUITE 4 LOS ANGELES, CALIFORNIA, 90049
SI TV  <b>SI TV</b>  <b>App 88920466</b> <b>App 18-MAY-2020</b> <b>Disclaims: "TV"</b>	USPTO	Abandoned Intent to Use - Filed Intent to Use <b>USPTO Status:</b> Abandoned- failure to respond <b>USPTO Status</b> <b>Date:</b> 10-JAN- 2022	<b>Goods and Services:</b> <b>INT. CL. 38 BROADCASTING SERVICES AND PROVISION OF</b> <b>TELECOMMUNICATION ACCESS TO VIDEO AND AUDIO</b> <b>CONTENT PROVIDED VIA A VIDEO-ON-DEMAND SERVICE VIA</b> <b>THE INTERNET; TELEVISION BROADCASTING; VIDEO</b> <b>BROADCASTING AND TRANSMISSION SERVICES VIA THE</b> <b>INTERNET, FEATURING FILMS AND MOVIES</b>  <b>38</b>	VERANDA ENT INC CALIFORNIA CORPORATION 16100 MEADOWCREST ROAD SHERMAN OAKS, CALIFORNIA, 91403

**SCHEDULE 2**  
**COPYRIGHTS**

1. Common law copyrights used in connection with the business
2. Butaca TV apps and all code produced and created by or for Veranda including: IOS, Android, Android TV, Roku and Fire TV
3. All mongodb databases, tables and records that service our apps including Veranda Reporting Module and Veranda Administration Module (CMS)

**SCHEDULE 3**  
**DOMAIN NAMES AND SOCIAL MEDIA ACCOUNTS**

www.verandadistribution.com  
www.verrandaentertainment.com  
www.butaca.tv  
admin.butaca.tv  
reporting.butaca.tv  
[https://www.instagram.com/butaca\\_tv/](https://www.instagram.com/butaca_tv/)  
<https://www.facebook.com/profile.php?id=100058956735659>  
<https://twitter.com/butacaTV>  
<https://www.tiktok.com/@butacatv>  
YouTube Partner channel including the individual consumer facing YouTube channels of “Butaca TV” and “PopCineTV”