

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6666618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAILING SERVICES OF PITTSBURGH, INC.	04/15/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PLANETART, LLC
<b>Street Address:</b>	23801 CALABASAS ROAD
<b>City:</b>	CALABASAS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91302
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8351700
<b>Patent Number:</b>	8699794
<b>Patent Number:</b>	9886626
<b>Patent Number:</b>	9934422
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	214-687-7748
<b>Email:</b>	patentclerk@cm.law
<b>Correspondent Name:</b>	ROBERT C. KLINGER
<b>Address Line 1:</b>	CULHANE MEADOWS, PLLC
<b>Address Line 2:</b>	12967 MAHOGANY CT
<b>Address Line 4:</b>	FRISCO, TEXAS 75033
<b>ATTORNEY DOCKET NUMBER:</b>	PLANETART, LLC-MSP
<b>NAME OF SUBMITTER:</b>	ANN MARTIN
<b>SIGNATURE:</b>	/Ann Martin/
<b>DATE SIGNED:</b>	04/20/2021
<b>Total Attachments: 13</b>	
source=MSP to PlanetArt IP Assignment Agreement#page1.tif	
source=MSP to PlanetArt IP Assignment Agreement#page2.tif	

source=MSP to PlanetArt IP Assignment Agreement#page3.tif  
source=MSP to PlanetArt IP Assignment Agreement#page4.tif  
source=MSP to PlanetArt IP Assignment Agreement#page5.tif  
source=MSP to PlanetArt IP Assignment Agreement#page6.tif  
source=MSP to PlanetArt IP Assignment Agreement#page7.tif  
source=MSP to PlanetArt IP Assignment Agreement#page8.tif  
source=MSP to PlanetArt IP Assignment Agreement#page9.tif  
source=MSP to PlanetArt IP Assignment Agreement#page10.tif  
source=MSP to PlanetArt IP Assignment Agreement#page11.tif  
source=MSP to PlanetArt IP Assignment Agreement#page12.tif  
source=MSP to PlanetArt IP Assignment Agreement#page13.tif

**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of April 15, 2021 (the "Effective Date"), is made by Mailing Services of Pittsburgh, Inc., a Pennsylvania Corporation with an address at 155 Commerce Drive, Freedom, Pennsylvania 15042 dba Simply Written and dba BlueSky ETO and dba MSP (collectively "Seller"), in favor of PlanetArt, LLC, a Delaware limited liability company, with an address at 23801 Calabasas Road, Calabasas, California 91302 ("Buyer") for the purchase of certain assets of Seller.

WHEREAS, Seller and Buyer are parties to that certain Assignment Agreement and Bill of Sale dated as of April 15, 2021 (the "Agreement");

WHEREAS, Seller is the owner of, or purports to own, in whole or in part, the common law trademarks, trademark registrations, patent applications, patents, unregistered copyrights, website content, social media pages and accounts, domain name registrations for simplywritten.com and HANDWRITING.IO and other assets listed on Schedules A, B, C and D (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, assign, transfer and convey to Buyer all of its right, title and interest in and to the Intellectual Property, free and clear of all encumbrances, including, without limitation, contractual rights of any third party, and Buyer has agreed to accept such transfer and assignment as set forth in the Agreement.

NOW, THEREFORE, pursuant to the Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, free and clear of all encumbrances, including, without limitation, mortgage, pledge, lien, charge, security interest, claim, contractual right or other encumbrance of or by any third party, and Buyer purchases, acquires and accepts from Seller, all of Seller's right, title and interest in and to all of the Intellectual Property, along with all income (but not including any accounts receivable owed by Seller's customers, which will remain the property of Seller), royalties, damages and payments due or payable with respect thereto (including the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith).

A. Specifically with regard to the common law trademarks, and trademark registrations listed on Schedule A, Seller does hereby sell, assign, transfer and convey to Buyer any and all right, title and interest therein and thereto the trademarks together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present or future infringements or misappropriations of such trademarks and damages associated therewith.

B. Specifically with regard to the patent applications and patents listed in Schedule B, Seller does hereby sell, assign, transfer and convey to Buyer all right, title and interest therein and thereto, and in and to any and all direct and indirect divisions, continuations and continuations-

in-part of such applications, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of such Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including, without limitation, the right to recover for past infringements, the same to be held and enjoyed by Buyer, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Seller, had this sale and assignment not been made.

C. Specifically with regard to the unregistered copyrights, website content, social media pages and accounts listed in Schedule C, Seller does hereby sell, assign transfer and convey unto Buyer all right, title and interest therein and thereto in the United States and throughout the world, along with: (i) all source code, object code, technical documentation, formulas, ideas, concepts, mask works, methods, know-how, processes, devices, and the like related to such copyrights, whether or not protectable under law, including, without limitation, the Golang source code for the rendering engine included as a part of such copyrights and all its related databases and data files, the source code for the SimplyWritten website included as a part of such copyrights, the source code for the Handwriting API included as a part of such copyrights, and the GitHub repository maintained by Seller historically containing all source code referenced herein; and (ii) the right to sue and recover for past, present or future infringements or misappropriations thereof and damages associated therewith and the assignment (or if not assignable, a full and complete waiver of) any moral rights it may possess with regard to such copyrights. On the Effective Date, Seller will provide to Buyer the user name(s) and password(s) to administer and control the social media pages and accounts listed in Schedule C; and Seller thereafter will neither any longer retain or attempt to access to any administrative rights to such pages and accounts nor sign on to or make any changes thereto.

D. Specifically with regard to the domain name registrations listed on Schedule D, Seller does hereby sell, assign, transfer and convey to Buyer all of its right, title and interest therein and thereto, including, without limitation, all registrations for the domain names, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, and all rights of action accrued and to accrue under and by virtue thereof, including, without limitation, the right to sue and recover for past, present or future infringements or misappropriations of such trademarks and damages associated therewith. Within ten (10) Business Days following the date of this Assignment, Seller will execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of such domain names to Buyer and cause the domain names to be registered and enable Buyer to register the domain names in the name of Buyer with the domain name registry(ies) designated by Buyer. Assignor hereby acknowledges and agrees that each of the domain names will be deemed transferred only when: (i) the Registrar(s) has/have confirmed the transfer thereof in accordance with its/their procedures therefor; (ii) the applicable WHOIS database identifies Buyer as the registrant thereof; and (iii) Buyer has administrative and technical access thereto, and sole control thereover. Seller agrees to cooperate with and work with Buyer to effectuate the transfers of the domain names as reasonably determined by Buyer to effectuate a full, smooth and efficient transfer of the domain names.

2. Recordation. Seller hereby requests, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the patent, trademark and copyright offices of any other jurisdiction(s) in which the Intellectual Property may be registered to record this Assignment and to issue all registrations and renewals for the Intellectual Property to Buyer in accordance with the terms of this Assignment. Buyer will be responsible for the preparation and recording of all assignment documents required to complete such assignments.

3. Assignment Agreement and Bill of Sale. This Assignment is subject in all respects to the terms and conditions of the Agreement, and nothing herein, express or implied, is intended to or will be construed to modify, expand or limit in any way the covenants, representations and/or warranties contained in the Agreement. If the terms of this Assignment conflict with the terms of the Agreement, then the terms of the Agreement will govern.

4. Miscellaneous. The captions in this Assignment are for convenience only and will not be deemed to affect the provisions themselves. This Assignment may be executed in counterparts, each of which will constitute a duplicate original of the same instrument. No waiver, amendment or modification of this Assignment will be effective, except pursuant to a signed written instrument, and any such waiver, amendment and/or modification will be effective only in/for the specific instance/purpose stated in such writing. If any portion of this Assignment is held invalid or unenforceable, it will be deemed modified so as to make it valid and enforceable, consistent with the parties' manifest intentions, or if it cannot be so modified, will be deemed stricken, with the remaining portions of this Assignment in full force and effect. This Assignment and the Agreement constitute the entire understanding and agreement, and supersede any and all prior or contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of this Assignment, all of which are merged in this Assignment and the Agreement. Nothing contained in this Assignment will be deemed to create, or be construed as creating, any third-party beneficiary right, in any manner. Except as otherwise provided in this Assignment, all rights and remedies in this Assignment, or otherwise, will be cumulative.

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

**SELLER:**

**Mailing Services of Pittsburgh, Inc.**

By: 

Its: EXECUTIVE VICE PRESIDENT

**BUYER:**

**PLANETART, LLC**



By: 

Its: CEO

## Schedule A

### Common Law Trademarks and Trademark Registrations

#### Common Law Trademarks

SIMPLY WRITTEN Logo	
Handwritten Business Notes For A Connected World	
Handwriting.io Logo	

All other common law trademarks, service marks, logos, and other similar designations for SIMPLYWRITTEN.COM and HANDWRITING.IO.

#### Trademark Registrations

MARK	Reg. No.	Owner	Territory
SIMPLY WRITTEN	4,938,492	Mailing Services of Pittsburgh, Inc.	US

## **Schedule B**

### **Patent Applications and Patents**

#### **Patent Applications**

- EP3555809\*
- CA3042505\*

#### **Patents**

- US8351700
- US8699794
- US9886626
- US9934422

---

\* All application fees, maintenance fees, requests for examination and other expenses incurred in such applications that are due after the Effective Date will be the sole responsibility of Buyer.

## **Schedule C**

### **Unregistered Copyrights, Website Content, and Social Media Pages and Accounts**

#### **Unregistered Copyrights**

- Handwriting API
- Each of the 209 handwriting files currently public on the API and digitized and stored by Seller in GOB format and listed on the attached Appendix 1.
- Additional handwriting files of approximately 1,000 digital GOB format files of handwritings digitized and stored by Seller in GOB format

#### **Website Content**

- All website content, as well as the associated log in information, for simplywritten.com and HANDWRITING.IO.

#### **Social Media Pages and Accounts**

- All social media accounts, including but not limited to Facebook, Twitter, LinkedIn, and GitHub as well as the associated log in information, for simplywritten.com and HANDWRITING.IO.



Appendix 1 to Schedule C  
Handwriting Files:

Id	title
86896466039144400	Molly
1626926006319180000	Kirbyfont
1087043758278570000	Hale-Spanish
212263878648660000	Banker
212263876819944000	Allen
465930558275322000	Deborah
321018599458210000	Dumont
321018584870420000	Weller
212263877180654000	Ludlow
268794684740993000	Barrow
321018558890901000	Bartlett
321018551643144000	Ryder
321018555267023000	Newport
268796139208180000	Stone
268796028814098000	Arthur
321018592176898000	Forbell
321018577555554000	Hopkins
321018586690748000	Bedford
321018569947087000	Merril
321018543573303000	Whitman
321018544756097000	Melba
321018608887005000	Dover
218792652227740000	Harrow
321018573914898000	Sutter
321018603115643000	Fillmore
313000628756414000	Baisley
321018605808386000	Tehama
321018562623832000	Montauk
321018595725279000	Canton
321018581221376000	Barberry
321018560753172000	Knapp
321018606991180000	Barlow
321018588519465000	Haring
321018566281265000	Nova
321018611571360000	Oxford
268795924543701000	Rivington
268795041634320000	Astor
314340677762679000	Kissena

321018570878222000	Herrick
321018585801556000	Hyman
321018589417046000	Lahn
212263879386858000	Mercer
321018556172992000	Kimball
321018567229178000	Dickens
321018563571745000	Coleridge
321018593946894000	Cloverdale
218791720245002000	Juno
314340813691683000	Elm
321018582152511000	Exeter
321018568118370000	Derby
268795959884907000	Varick
321018603988058000	Jaffray
314340849225827000	Byrd
321018578486690000	Burton
218792564810056000	Austin
321018609767809000	Irwin
321018552532336000	Wyona
321018593040925000	Falmouth
268796051572392000	Beekman
314340753318871000	Juniper
321018612460552000	Preston
321018574804091000	Coyle
321018600339013000	Eaton
212263876526343000	Mulberry
212263875570041000	Rector
212263877985960000	Vestry
212263877063213000	Lewis
86897846703357900	Perry
212263878405391000	Cypress
212263877608473000	Laight
212263877683970000	Wooster
212263875746202000	Cherry
212263876585063000	Charlton
107633174724477000	Goldie
212263875444212000	Madison
212263878053069000	Morgan
110108669613441000	Kelly
212263876467622000	Greene
318726951097336000	Taaffe

212263876643783000	Leroy
318727087932309000	Seneca
212263875687482000	Chambers Round
110103976069824000	Trinity
212263876887053000	Martense
212263877801411000	Bailey
212263876408902000	Bristol
212263877927240000	Cedar
110104033850556000	Claremont
107633371940651000	Eastwood
86897846980182000	Squire
212263876702503000	Spring
212263877860131000	Spruce
212263875628761000	Chambers
212263877373592000	Walter
212263877549753000	Soho
212263875511321000	Pearl
268796079170912000	Mott
212263876291462000	Walker
212263877306483000	Norfolk
268795845145526000	Broome
268795983834382000	Worth
212263877491032000	Warren
86897746098782200	Winters
212263876350182000	Reade
110104077454541000	Whitwell
86897852357279700	Clara
212263879948895000	Stockholm
110104121486344000	Alder
212263878346670000	Palmetto
212263880016004000	Pacific
212263878891930000	Carroll
218792305132307000	Selfridge
212263877121934000	Minna
212263878707381000	Ellery
212263879571407000	Argyle
212263879193920000	Vernon
212263878589940000	Morimer
212263878287950000	Linden
212263878531220000	Kingsland
268795877668160000	Delancey

212263880443823000	Lorraine
212263878162121000	Myrtle
212263880225719000	Vesey
318727241955541000	Walton
212263879135200000	Ainslie
218792535340876000	Alderton
212263879512687000	Garfield
212263879814677000	Autumn
318727170258108000	Peck
218792134197641000	Loubet
212263878816433000	Dean
212263880510931000	Sullivan
212263878464111000	Laurel
212263879319749000	Morton
212263877432312000	Eldridge
218792679633322000	Archer
212263879688848000	Hale
218792348081980000	Sayres
212263878766101000	Noll
212263879076479000	Heyward
212263879890174000	Harman
212263879630128000	Chester
212263879017759000	Lafayette
212263879755957000	Logan
212263880351548000	Grace
212263880284439000	Murray
212263878950650000	Monroe
212263880158610000	Grove
218792593029333000	Puritan
212263878220841000	Fulton
321018571742249000	Muriel
321018553438306000	Royce
212263878103401000	Varet
290419151783068000	Tilly
268796106685547000	Hubert
321018546249269000	Bevy
321018597621104000	Corbin
212263880074724000	Crescent
321018590297850000	Loring
318726837490417000	Hampton
321018564477714000	June

212263877742691000	Hudson
321018557078962000	Huxley
218792814387921000	Sloane
321018575718449000	Mulry
268795901760242000	Irving
268796007062438000	Maiden
212263879261029000	Meadow
321018583050092000	Girard
218792877101155000	Merrick
212263893345502000	Imlay
218792845996196000	Murdock
321018549864759000	Grattan
321018598518686000	Hastings
321018576616030000	Bergen
334014825128526000	Anne
321018547155239000	Brighton
321018587579941000	Lester
321018550779117000	Georgia
321018569041117000	Remsen
321018610690556000	Bassett
321018604877250000	Fane
212263879445578000	Willoughby
321018591203819000	Burnett
218792708355916000	Yates
321018580281852000	Olean
321018557976543000	Diane
321018601261760000	Langham
360781525408547000	Keene
321018572656607000	Martin
321018602234839000	Amherst
321018607905538000	Abbey
321018554344276000	Brewer
212263876945773000	Leonard
321018583930896000	Surrey
321018561659142000	Mayfair
321018579375882000	Spritz
321018594827698000	Emmons
321018565366907000	Linwood

709403664501965000	Drew
1642202771828500000	junk

1642204626709110000	junk
321018548086374000	Nassau
321018548967178000	Warsoff
321018596622860000	Seigel
321018559830425000	Leheigh
212259614920541000	Carlisle
212263877004493000	Willow
212263876761224000	Chrystie

## **Schedule D**

### **Domain Name Registrations**

Domain name Registrations , as well as the associated log in information, for simplywritten.com and HANDWRITING.IO.

TADMS:5498172-1 008320-191432