

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI337385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MCAP CORPORATION	05/17/2024
RECEIVING PARTY DATA	
Company Name:	VINTAGE MEDIA GRADING CORPORATION
Street Address:	28 Seabury Dr
City:	Westerly
State/Country:	RHODE ISLAND
Postal Code:	02891
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	11718467
Application Number:	18338734
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:	717322-4779
Email:	info@argusie.com
Correspondent Name:	Ms. Jordan Sworen
Address Line 1:	1515 Market Street
Address Line 2:	SUITE 1200
Address Line 4:	Philadelphia, PENNSYLVANIA 19102
NAME OF SUBMITTER:	TAYLOR HAYES
SIGNATURE:	TAYLOR HAYES
DATE SIGNED:	07/02/2024
Total Attachments: 19	
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made as of May 17, 2024 (this “Agreement”), by and between **VINTAGE MEDIA GRADING CORPORATION**, a Delaware corporation (the “Company”), and **MCAP CORPORATION**, a Rhode Island corporation (f/k/a Vintage Media Grading Corporation) (the “Contributor”).

RECITALS

WHEREAS, as of the date hereof, Contributor holds an interest in certain assets used in the operation of its business related to vinyl record grading, vinyl encapsulation and other services related to vinyl records, including ultrasonic cleaning, shrink cleaning, sticker removal, hi-resolution audio transfers and non-fungible token minting (collectively, the “Business”);

WHEREAS, as of the date hereof, Contributor has formed the Company for the purposes of transferring the Business to the Company, and no shares of capital stock have been issued by the Company;

WHEREAS, the Contributor desires to contribute all of its right, title and interest in and to the Contributed Assets (as defined below) to the Company upon the terms and conditions set forth herein;

WHEREAS, the Company desires to accept from the Contributor all of the Contributor’s right, title and interest in and to the Contributed Assets on the terms and conditions set forth herein (the “Contribution”) and, in consideration therefor, (a) to issue Eight Million Three Hundred and Twelve Thousand Five Hundred (8,312,500) shares of Common Stock, \$0.00001 par value per share, of the Company (the “Common Stock”) to the Contributor, resulting in Contributor being the sole stockholder of the Company, and (b) to assume the Assumed Liabilities (as defined below); and

WHEREAS, the transactions contemplated by this Agreement are intended to qualify as a transfer described in Section 351 of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. CONTRIBUTION AND ASSUMPTION.

- 1.1** On and as of the Contribution Closing Date (as defined in Section 4.1), Contributor hereby sells, assigns, transfers, conveys and delivers to the Company all of its right, title, and interest in, to and under all of the assets of the Company and the Business (collectively, the “Contributed Assets”) other than the Excluded Assets (as defined in Section 1.2). On and as of the date hereof, the Company hereby accepts the foregoing assignment of the Contributed Assets.
- 1.2** The Company expressly acknowledges and agrees that it is not acquiring or accepting, and the Contributor is not selling, assigning, transferring, conveying or delivering, any of Contributor’s right, title or interest in, to or under the assets identified on Exhibit A (collectively, the “Excluded Assets”), and notwithstanding anything to the contrary

contained herein, the Contributed Assets shall not include, and the Contributor shall not contribute, any of its right, title or interest in and to the Excluded Assets.

- 1.3 Upon the terms and subject to the conditions of this Agreement, the Company hereby assumes, effective as of the Contribution Closing Date, and agrees to pay, perform and discharge when due, and indemnify, defend and hold harmless from and after the Contribution Closing Date, Contributor and each of its officers, members, managers, directors and employees, from and against any and all Liabilities (as defined below) arising out of, relating to or otherwise in respect of the Contributed Assets, the Business or the operation or conduct of the Business (collectively, the “Assumed Liabilities”), including, without limitation, the Liabilities listed on Exhibit B. “Liability” or “Liabilities” means any and all indebtedness, liabilities (whether direct or indirect), losses, damages, costs, taxes, claims, expenses (including, without limitation, reasonable attorney’s fees) commitments, obligations, and any and all other damages of any kind whether accrued or unaccrued, fixed, known or unknown, asserted or unasserted, absolute or contingent, matured or unmatured, liquidated or unliquidated, determined or determinable, on or off-balance sheet, and whether arising, occurring, or incurred in the past, present or future.

1.4 Third Party Consents.

a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment thereof, without the consent of a third party, would constitute a breach, default, violation or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, claim or right, or would in any way adversely affect the rights of either Contributor or, upon transfer, the Company under such asset, claim or right. If any transfer or assignment by the Contributors to the Company, or any assumption by the Company of, any interest in, or liability, obligation or commitment under, any asset, claim or right requires the consent of a third party, then such transfer or assignment or assumption shall be made subject to such consent being obtained. The Company agrees that neither Contributor nor any of Contributor’s affiliates shall have any liability to the Company arising out of or relating to the failure to obtain any such consent or because of any circumstances resulting therefrom.

b) If any such consent has not been obtained prior to the Contribution Closing Date, the Company shall use all reasonable efforts to secure such consent as promptly as practicable and Contributor shall reasonably cooperate with the Company (at the Company’s sole cost and expense) to structure a lawful and commercially reasonable arrangement under which (i) the Company shall obtain (without infringing upon the legal rights of such third party or violating any applicable law) the economic claims, rights and benefits (net of the amount of any related tax costs imposed on the Contributor or any of its affiliates) under the asset, claim or right with respect to which the consent has not been obtained and (ii) the Company shall assume any related burden (including the amount of any related tax costs imposed on Contributor or any of its affiliates) with respect to the asset, claim or right with respect to which the consent has not been obtained, including any economic or performance burdens thereunder and indemnify, defend and hold harmless the Contributor for all Liabilities with respect to such asset, claim or right regardless of such delay in the assignment to the Company.

2. CONSIDERATION FOR CONTRIBUTION.

- 2.1** In consideration of the Contribution and assignment to the Company of the Contributed Assets hereunder, on the Contribution Closing Date, in addition to the Company's assumption of the Assumed Liabilities, the Company shall issue the Common Stock to Contributor.

3. REPRESENTATIONS AND WARRANTIES; POST-CLOSING LIABILITY

- 3.1** The Company hereby acknowledges and agrees that the Contributor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to this Agreement, the Contributed Assets or the Assumed Liabilities.
- 3.2** Without limiting the foregoing, Contributor hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Contributed Assets. Accordingly, the Company accepts the Contributed Assets and the Assumed Liabilities "AS IS," "WHERE IS," and "WITH ALL FAULTS," and following the Closing, the Contributor shall not be liable to the Company or any of its affiliates for any Liabilities arising out of or relating to this Agreement, the Business, the Contributed Assets or the Assumed Liabilities.
- 3.3** The Company represents and warrants that as of the date hereof and prior to giving effect to the transactions contemplated hereby, there are no equity securities or other ownership or voting interests of the Company issued and outstanding, including any warrants, options, convertible or exchangeable securities, subscriptions, rights (including any rights of first refusal, preemptive or similar rights) calls, or other rights to purchase or acquire any equity securities of the Company. The Company represents and warrants that immediately following the Contribution Closing, the Contributor will be the sole stockholder and owner of all equity interests in the Company.

4. THE CLOSING.

- 4.1** The consummation of the Contribution of the Contributed Assets (the "Contribution Closing") shall be held remotely via exchange (electronically or otherwise) of applicable documents, immediately on the date hereof or as soon as possible thereafter, but in no event prior to the completion or waiver of all conditions contained herein (the "Contribution Closing Date").
- 4.2** On or prior to the Contribution Closing Date, as conditions precedent to the Contribution Closing, the Contributor shall deliver (duly and fully executed, acknowledged and notarized as appropriate) to the Company the following:
- a)** a duly executed counterpart to the bill of sale for all of the Contributed Assets that constitute tangible personal property in the form attached hereto as Exhibit C (the "Bill of Sale");
 - b)** a duly executed counterpart to the assignment and assumption of certain contract rights in the form attached hereto as Exhibit D (the "Assignment of Contract Rights") and evidence satisfactory to the Contributor that all contracts referenced therein have been assigned to the Company and all obligations thereunder have been assumed by the Company, including but not limited to UCC-3 terminations terminating any security interests in Contributor's assets;

c) a duly executed counterpart to the assignment of intellectual property in the form attached hereto as Exhibit E (the “Assignment of IP”);

d) evidence satisfactory to the Company of the Contributor’s authority to execute and perform this Agreement; and

e) such other bills of sale, assignments, certificates of title, documents and other instruments of transfer, conveyance and/or assumption as may be reasonably necessary to transfer to the Company the Contributors’ right, title and interest in and to the Contributed Assets and for the Company to assume the Assumed Liabilities.

4.3 On or prior to the Contribution Closing Date, as conditions precedent to the Contribution Closing, the Company shall deliver (duly and fully executed, acknowledged and notarized as appropriate) the following:

a) a duly executed counterpart to the Bill of Sale, Assignment of Contract Rights, and Assignment of IP;

b) a duly executed counterpart to the assumption of liabilities in the form attached hereto as Exhibit F (the “Assumption of Liabilities”);

c) evidence satisfactory to the Contributor of the Company’s authority to execute and perform this Agreement;

d) such other bills of sale, assignments, certificates of title, documents and other instruments of transfer, conveyance and/or assumption as may be reasonably necessary to transfer to the Contributor the Common Stock, and for the Company to accept the Contributed Assets and assume the Assumed Liabilities.

5. EMPLOYEES; INSURANCE

5.1 Prior to the Contribution Closing Date, the Contributor shall terminate the employment of the individuals listed on Schedule A-3 (attached to Exhibit A to this Agreement) (the “Assumed Employees”), and the Company shall make offers of employment, effective as of the Contribution Closing, to all such Assumed Employees. The Contributor shall take all steps as are necessary to, effective as of the Contribution Closing, ensure that none of the Assumed Employees participates in, is eligible to participate in, is contributing to, or has any accrued benefit (whether vested or unvested) under any Contributor Employee Benefit Plan (as defined below).

5.2 Prior to the Contribution Closing Date, the Contributor shall assign, effective as of the Contribution Closing Date, all Insurance Policies of the Contributor that were in effect (including all such Insurance Policies that were occurrence-based policies under which the Company was, prior to such termination, still eligible to make claims for the policy terms therein listed) that exclusively related to the operations of the Business. For purposes of this Agreement, “Insurance Policy” or “Insurance Policies” means any and all policies of property, general liability, automobile liability, cargo/marine, workers’ compensation or other forms of business insurance or surety bonds.

6. MISCELLANEOUS.

- 6.1 Amendments; No Waivers. This Agreement may be amended or modified only by a written instrument executed by all parties hereto. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial waiver or exercise thereof preclude the enforcement of any other right, power or privilege.
- 6.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Rhode Island without giving effect to the choice of law provisions thereof.
- 6.3 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively delivered upon personal delivery to the party to be notified, or upon the passage of five (5) calendar days after deposit in the United States mail, by registered or certified mail, postage prepaid, or the passage of two (2) days if sent by the next day delivery service of a nationally-recognized reputable courier, each properly addressed to the party to be notified, as set forth on the signature page hereto or at such other address as such party may designate by ten (10) calendar days' advance written notice to the other parties hereto, or, if sent by facsimile, upon completion of such facsimile transmission, as conclusively evidenced by the transmission receipt thereof.
- 6.4 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.5 Counterparts. This Agreement may be executed in two or more counterparts and signature pages may be delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.6 Successor and Assigns. The Company may not assign this Agreement or its rights or obligations hereunder without the prior written consent of the Contributor. Any attempted assignment by the Company in violation of the foregoing shall be null and void. This Agreement shall be binding upon, shall inure solely to the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever.
- 6.7 Further Assurances. Each of the parties hereto does hereby covenant and agree on behalf of itself, its legal representatives, successors and permitted assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to carry out the purposes of this Agreement.
- 6.8 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6.9 Entire Agreement. This Agreement, together with the exhibits and the other agreements, instruments and other documents executed and/or delivered in connection herewith, constitute the entire agreement among the parties pertaining to the subject matter hereof,

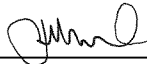
and supersede all prior oral and written, and all contemporaneous oral, agreements and understanding pertaining hereto. There are no agreements, understandings, restrictions, warranties or representations relating to such subject matter among the parties hereto other than those set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Contribution Agreement to be executed by their respective officers or representatives thereunto duly authorized as of the date first above written.

CONTRIBUTOR:

MCAP CORPORATION, a Rhode Island Corporation

By: 
Name: Michael Harwood
Title: President

ADDRESS FOR NOTICES:

28 seabury Dr
Westerly, RI 02891

COMPANY:

VINTAGE MEDIA GRADING CORPORATION, a Delaware Corporation

By: 
Name: Michael Harwood
Title: President

ADDRESS FOR NOTICES:

28 seabury Dr
Westerly, RI 02891

EXHIBIT A

EXCLUDED ASSETS

- A. The employer identification number (EIN) of the Contributor.

EXHIBIT B

ASSUMED LIABILITIES

A. All Liabilities under the Assumed Contracts (as defined in Exhibit E to the Agreement), including for performance and payment;

B. All accounts payable, accrued liabilities and other current liabilities arising out of the operation or conduct of the Business or otherwise in respect of the Business;

C. All Liabilities in respect of any and all products designed, manufactured or sold and all services provided by the Business at any time, including Liabilities for refunds, adjustments, allowances, repairs, exchanges, returns and warranty, product liability, merchantability and other claims;

D. All Liabilities in respect of any pending or threatened proceedings, and claims, whether or not presently asserted, arising out of, relating to or otherwise in any way in respect of the Business or the operation or conduct of the Business at any time;

E. All Liabilities with respect to Assumed Employees and any person employed by the Company, including without limitation any accrued vacation time, accrued but unpaid wages, workers' compensation Liabilities, paid time off, Liabilities related to any Assumed Employee arising under or relating to any Contributor Employee Benefit Plan, and any Liabilities related to, or arising out of, the termination of employment of any Assumed Employee by the Contributor pursuant to Section 6.1;

F. All taxes (other than income taxes described in clause (A) of Exhibit C) arising out of or relating to the operation of the Business for all taxable periods including, without limitation, any transfer taxes arising out of the consummation of the transactions contemplated by this Agreement; and

EXHIBIT C

RETAINED LIABILITIES

A. All income taxes (if any) arising out of the operation of the Business imposed on the Contributor or any affiliates of the Contributor for any taxable periods ending on or prior to the Contribution Closing Date and the portion ending on the Contribution Closing Date of any taxable period that includes (but does not end) on the date of this Agreement.

PATENT

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EXHIBIT D

FORM OF BILL OF SALE

FOR AND IN CONSIDERATION OF the consideration set forth in that certain Contribution Agreement (the “Contribution Agreement”), dated as of May 17, 2024, by and between **VINTAGE MEDIA GRADING CORPORATION**, a Delaware corporation (the “Company”), and **MCAP CORPORATION**, a Rhode Island corporation (the “Contributor”), the receipt and sufficiency of which are hereby acknowledged, Contributor does hereby sell and convey to the Company, all of Contributor’s right, title and interest in and to the Contributed Assets (as defined in the Contribution Agreement).

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one instrument, but no counterpart shall be binding unless an identical counterpart shall have been executed and delivered by each of the other parties hereto.

[Signature Page Follows]

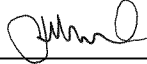
PATENT

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IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of May 17, 2024.

CONTRIBUTOR:

MCAP CORPORATION, a Rhode Island Corporation

By: 
Name: Michael Harwood
Title: President

ACCEPTED AND ACKNOWLEDGED:

COMPANY:

VINTAGE MEDIA GRADING CORPORATION, a Delaware Corporation

By: 
Name: Michael Harwood
Title: President

PATENT

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EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION OF

CERTAIN CONTRACT RIGHTS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **MCAP CORPORATION**, a Rhode Island corporation (“Assignor”), does hereby assign, convey, transfer and deliver to **VINTAGE MEDIA GRADING CORPORATION**, a Delaware corporation (the “Company”), subject to and upon the terms and conditions of that certain Contribution Agreement, dated as of May 17, 2024, by and between the Company and Assignor (the “Contribution Agreement”), all of Assignor’s right, title and interest in and to (if any) the agreements listed on Schedule A attached hereto and made a part hereof together with all amendments and clarifications attached thereto (the “Assumed Contracts”).

The Company hereby accepts said assignment and hereby assumes the Assumed Contracts and all obligations and liabilities thereunder subject to and upon the terms and conditions of the Contribution Agreement and the Assumption of Liabilities agreement dated as of the date hereof.

[Signature Page Follows]

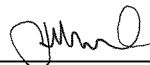
PATENT

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IN WITNESS WHEREOF, Assignor and the Company, intending to be legally bound hereby,
have caused this instrument to be executed and delivered as of May 17, 2024.

ASSIGNOR:

**MCAP CORPORATION, a Rhode Island
Corporation**

By: 
Name: Michael Harwood
Title: President

ADDRESS FOR NOTICES:

28 Seabury Dr

Westerly, RI 02891

COMPANY:

**VINTAGE MEDIA GRADING
CORPORATION, a Delaware Corporation**

By: 
Name: Michael Harwood
Title: President

ADDRESS FOR NOTICES:

28 Seabury Dr

Westerly, RI 02891

PATENT

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SCHEDULE A

ASSUMED CONTRACTS

- Agreement, dated August 1, 2023, as amended, by and among MCAP (f/k/a Vintage Media Grading Corporation), Chad Brayman, Paul Brayman, Michael Harwood, Circling Dog Enterprises, LLC, a Maryland limited liability company (“CDE”), and Andrew Hoffman (relating to the acquisition by MCAP of certain assets of CDE and Andrew Hoffman) (the “Acquisition Agreement”).
- Agreement, dated August 1, 2023, by and between MCAP (f/k/a Vintage Media Grading Corporation) and Andrew Hoffman (relating to certain restrictive covenants in connection with Andrew Hoffman’s employment with the Company).
- Promissory Note, dated October 1, 2023, in the principal amount of \$25,000 in favor of Chad Brayman.
- Promissory Note, dated August 22, 2023, in the principal amount of \$25,000 in favor of Michael Harwood.
- Per the Acquisition Agreement, the costs and expenses under that certain Commercial Lease Agreement, dated May 23, 2022, by and between Professional Arts Building, LLC and Circling Dog Enterprises, LLC.

PATENT

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EXHIBIT F

ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment"), dated as of May 17, 2024, is entered into by **MCAP CORPORATION**, a Rhode Island corporation ("Assignor"), as assignor, in favor of **VINTAGE MEDIA GRADING CORPORATION**, a Delaware corporation (the "Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement, dated as of May 17, 2024 (the "Contribution Agreement"), pursuant to which Assignor has agreed to contribute all of its right, title and interest in and to the Contributed Assets to the Assignee upon the terms and conditions set forth therein; and

WHEREAS, Assignee would not have entered the Contribution Agreement but for Assignor's execution of this Assignment.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Assignor agrees:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Contribution Agreement.

2. Assignment of Intellectual Property. Subject to the terms and conditions of the Contribution Agreement, effective on the date hereof, Assignor hereby assigns to Assignee all of its right, title and interest in and to its domain name, website, website-related materials, registered trademarks, copyrights and patents, and any trademark, copyright or patent applications, including US trademark registration no. 7250854, US patent no. 11,718,467, and US patent application no. 18/338,734.

[Signature Page Follows]

Executed on May 17, 2024.

ASSIGNOR:

MCAP CORPORATION, a Rhode Island Corporation

By: 
Name: Michael Harwood
Title: President

ADDRESS FOR NOTICES:

28 Seabury Dr

Westerly, RI 02891

ASSIGNEE:

VINTAGE MEDIA GRADING CORPORATION, a Delaware Corporation

By: 
Name: Michael Harwood
Title: President

ADDRESS FOR NOTICES:

28 Seabury Dr

Westerly, RI 02891

PATENT

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EXHIBIT G

ASSUMPTION OF LIABILITIES

Pursuant to that certain Contribution Agreement dated as of May 17, 2024, by and between **VINTAGE MEDIA GRADING CORPORATION**, a Delaware corporation (the “Company”), and **MCAP CORPORATION**, a Rhode Island corporation (the “Contribution Agreement”), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company does hereby absolutely and unconditionally assume the Assumed Liabilities as such term is defined in the Contribution Agreement subject to the terms and conditions of the Contribution Agreement.

[Signature Page Follows]

Executed May 17, 2024.

**VINTAGE MEDIA GRADING
CORPORATION, a Delaware Corporation**

By: 
Name: Michael Harwood
Title: President