

# IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "**IP Assignment**"), dated as of February 8, 2024, is made by Looking Glass Labs Ltd. ("**Purchaser**"), a company incorporated in the Province of British Columbia, located at 1890 - 1075 West Georgia Street, Vancouver, British Columbia V6E 3C9, in favour of Bot Media Corp. ("**Vendor**"), a company incorporated in the Province of British Columbia, located at Suite 301, 3450 Uptown Boulevard, Victoria BC, V8Z 0B9, of certain assets of Vendor under an Asset Purchase Agreement between Purchaser and Vendor, dated as of February 6, 2024 (the "**Asset Purchase Agreement**").

**WHEREAS**, under the terms of the Asset Purchase Agreement, Vendor has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Vendor, and has agreed to execute and deliver this IP Assignment, for registration with authorities including, but not limited to, a domain name registrar ("**Registrar**").

**NOW, THEREFORE**, the parties agree as follows:

1. Assignment. In consideration of 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, Vendor hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Vendor's right, title and interest in the Purchased Assets (as defined in the Asset Purchase Agreement) including without limitation the following.

- (a) the copyright related to the Purchased Assets, and all issuances, extensions and renewals thereof (the "**Copyrights**");
- (b) any trademark registrations and applications related to the Purchased Assets, together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");
- (c) all rights (intangible or tangible) of any kind whatsoever of Vendor existing under any of the Purchased Assets (which for greater certainty includes the Copyrights and the Trademarks), as provided for by any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) Subject to the Asset Purchase Agreement, 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 free and clear of any Encumbrances (as defined in the Asset Purchase Agreement); and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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. Registration and Further Actions. Vendor authorizes the registrar and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Vendor 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 Purchased Assets is properly assigned to Purchaser, or any assignee or successor thereto.

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 Purchased Assets 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. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of Canada and the laws of the Province of British Columbia, without giving effect to any choice or conflict of law provision or rule (whether of the the Province of British Columbia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Vendor has duly executed and delivered this IP Assignment as of the date first above written.

**BOT MEDIA CORP.**

By: "Eddie Soleymani"

Name: Eddie Soleymani

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**LOOKING GLASS LABS LTD.**

By: "Jared Gurfein"

Name: Jared Gurfein

Title: Chief Executive Officer