

## Contribution Agreement

This Contribution Agreement (the “**Agreement**”) is entered into effective as of June 10, 2019 (the “**Effective Date**”), by and between VidAngel, Inc., a Delaware corporation (the “**Transferor**”), and Skip Foundation, Inc., a Utah nonprofit corporation (the “**Transferee**”).

**WHEREAS**, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey certain assets and liabilities to Transferee in exchange for membership as a Founding Member of Transferee, as that term is defined in the formation documents of the Corporation, on the terms and subject to the conditions set forth in this Agreement (the “**Contribution**”).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contingent Effectiveness. This Agreement is contingent on, and only effective if and when the bankruptcy court overseeing the Transferor’s Chapter 11 matter approves of this transaction.

2. Contribution of Assets. On the terms and subject to the conditions set forth in this Agreement, Transferor hereby contributes, transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor's right, title and interest in, to and under the assets described in Schedule 1 (the “**Assets**”).

3. Assumed Liabilities. The Contribution is subject to the assumption by Transferee of all liabilities and obligations of Transferor to the extent exclusively or primarily resulting from, relating to or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the “**Assumed Liabilities**”). Transferee hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. Nothing contained herein shall prevent Transferee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

4. Consideration. As consideration for the contribution of the Assets set forth under Schedule 1, Transferee agrees to license all of the Assets in accordance with the Creative Commons-Attribution-ShareAlike (CC BY-SA 4.0 as amended), a GNU Free Documentation License (v1.3 as amended), or a patentleft license, each as applicable and that Transferee covenants to use such licenses in perpetuity for all technology it obtains or develops. Transferee further covenants to grant Transferor a membership in the Transferee as a Principal Member, with the associated rights to that class of membership.

5. Representations and Warranties of the Transferor.

(a) Organization of Transferor. Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the

transactions contemplated hereby. Transferor has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) shall constitute Transferor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transfer of Assets. Transferor has valid, good and marketable title to, or in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all of the Assets, and such Assets are free and clear of all liens. Transferor has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets, all right, title and interest in and to the leasehold interest relating to, the Assets without penalty or other adverse consequences.

6. Representations and Warranties of the Transferee.

(a) Organization of Transferee. Transferee is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Utah.

(b) Authority. Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) shall constitute Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

7. Closing Documents. Transferor and Transferee shall execute, for the respective classes of Assets, the assignment documents attached hereto as Exhibits A-B.

8. Further Assurances. Transferor and Transferee agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

9. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of 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 legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Utah. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Utah in each case located in the city of Provo and County of Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

15. Counterparts. This Agreement 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 Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

TRANSFEROR:

TRANSFeree:

VIDANGEL, INC.

SKIP FOUNDATION, INC.

By:  \_\_\_\_\_

By: *William Aho* \_\_\_\_\_

Name: Neal Harmon

Name: Bill Aho

Its: CEO

Its: President

SCHEDULE 1  
ASSETS

Skip.tv domain name

“Skip” trademark registration, Serial Number 88192925

Tagging Software:

Stream capture and preparation services software

Web interface for collaborative tagging software

Video utilities and algorithms for tag and stream management and delivery software

Databases of tags (*skips*) for about 10,000 titles and of shows and movies (about 48,359)

EXHIBIT A

TRADEMARK ASSIGNMENT

[See Attached]

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is entered into effective as of June 10, 2019 (the “**Effective Date**”) by and between VidAngel, Inc., a Delaware corporation (“**Transferor**”) and Skip Foundation, Inc., a Utah nonprofit corporation (“**Transferee**”).

WHEREAS, Transferor and Transferee entered into a Contribution Agreement, of even date hereof (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, the Skip trademark (serial number 88192925) (the “**Assigned Trademark**”), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor’s right, title, and interest in and to the following:

(a) the Assigned Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Recordation and Further Actions. Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Transferee. Following the date hereof, upon Transferee’s reasonable request, and at Transferee’s sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Transferee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



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

VidAngel, Inc.

By: \_\_\_\_\_

Name: Neal Harmon

Title: CEO

ACKNOWLEDGMENT

STATE OF UTAH )  
 )SS.  
COUNTY OF UTAH )

On the \_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Neal Harmon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of VidAngel, Inc., and acknowledged the instrument to be the free act and deed of VidAngel, Inc. for the uses and purposes mentioned in the instrument.

\_\_\_\_\_

Notary Public

Printed Name:

My Commission Expires:

AGREED TO AND ACCEPTED:

Skip Foundation, Inc.

By: \_\_\_\_\_

Name: Bill Aho

Title: President

ACKNOWLEDGMENT

STATE OF UTAH )  
 )SS.  
COUNTY OF UTAH )

On the \_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Bill Aho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Skip Foundation, Inc., and acknowledged the instrument to be the free act and deed of Skip Foundation, Inc. for the uses and purposes mentioned in the instrument.

\_\_\_\_\_

Notary Public

Printed Name:

My Commission Expires:

EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT

[See Attached]

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), is entered into effective as of June 10, 2019 (the “**Effective Date**”), by and between VidAngel, Inc., a Delaware corporation (“**Assignor**”) and Skip Foundation, Inc., a Utah nonprofit corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into a Contribution Agreement, of even date herewith (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) the domain name skip.tv (the “**Domain**”), together with the goodwill of the business connected with the use of, and symbolized by, the Domain.;

(b) the copyrights set forth on Schedule 1 hereto (the “**Copyrights**”);

(c) the trade secrets set forth on Schedule 2 hereto (the “**Databases**”);

(d) all rights of any kind whatsoever of Assignor 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, 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. Further Actions. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution 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 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 inure 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 laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

ASSIGNEE:

VIDANGEL, INC.

SKIP FOUNDATION, INC.

By:  \_\_\_\_\_

Name: Neal Harmon

Its: CEO

By: *William Aho* \_\_\_\_\_

Name: Bill Aho

Its: President

**SCHEDULE 1**

**COPYRIGHTS**

- Stream capture and preparation services software
- Web interface for collaborative tagging software
- Video utilities and algorithms for tag and stream management and delivery software

**SCHEDULE 2**

**TRADE SECRETS**







- Database of tags (*skips*) for about 10,000 titles
- Database of TV shows and movies; 48,359 at time of transfer.

---

TITLE	Updated Contribution Agreement
FILE NAME	Contribution Agreement.pdf
DOCUMENT ID	3ad6c0cccf39a1b7f2903f9f976781f76aae24c7
STATUS	● Completed

---

### Document History

 SENT	<b>06/10/2019</b> 18:43:05 UTC-7	Sent for signature to Bill Aho (billaho@gmail.com) and Neal Harmon (neal@vidangel.com) from fred@freemanlovell.com IP: 66.219.246.74
 VIEWED	<b>06/10/2019</b> 19:17:03 UTC-7	Viewed by Neal Harmon (neal@vidangel.com) IP: 174.211.2.163
 SIGNED	<b>06/10/2019</b> 19:17:37 UTC-7	Signed by Neal Harmon (neal@vidangel.com) IP: 174.211.2.163
 VIEWED	<b>06/10/2019</b> 20:15:58 UTC-7	Viewed by Bill Aho (billaho@gmail.com) IP: 166.70.73.79
 SIGNED	<b>06/10/2019</b> 20:19:59 UTC-7	Signed by Bill Aho (billaho@gmail.com) IP: 166.70.73.79
 COMPLETED	<b>06/10/2019</b> 20:19:59 UTC-7	The document has been completed.