

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc.		01/09/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Tylt, Inc.
Street Address:	1158 26th Street, Suite 325
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90403
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4596899	ALIN
Registration Number:	4373735	BAND
Registration Number:	4489736	BAND
Registration Number:	4358766	BUILT TO TYLT
Registration Number:	4376540	BUMPR
Registration Number:	4410428	CAPIO
Registration Number:	4499680	ENERGI
Registration Number:	4779277	ENERGI SLIDING POWER CASE
Registration Number:	4783716	ENERGI SMART CHARGER
Registration Number:	4369640	JELLYFISH
Registration Number:	4329108	LYLL
Registration Number:	4527146	PILLO
Registration Number:	4369641	RANDOM ORDER
Registration Number:	4498639	RANDOM ORDER
Registration Number:	4708585	RANDOM ORDER
Registration Number:	4787685	RIBBN
Registration Number:	4779285	SMART CHARGER 2K
Registration Number:	4779286	SMART CHARGER 6K

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4376541	SQRD
Registration Number:	3804663	T
Registration Number:	1711404	TECHNOCEL
Registration Number:	4376880	TYLT
Registration Number:	4379403	TYLT BUILT TO TYLT
Registration Number:	4718163	TYLT SMART CHARGER
Registration Number:	4731156	TYLTLAB
Registration Number:	4527829	VÜ
Registration Number:	4370097	Y-CHARGE
Registration Number:	5431376	+
Registration Number:	5431375	TYLT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3105531222

Email: trademarks@novianlaw.com

Correspondent Name: Farhad Novian, Novian & Novian LLP

Address Line 1: 1801 Century Park East, Suite 1201

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Sharon Raminfard
SIGNATURE:	/Sharon Raminfard/
DATE SIGNED:	08/01/2018

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is dated and entered into as of January 7, 2018 (the "Effective Date"), by and between Insolvency Services Group, Inc., a California corporation ("Seller"), solely in its limited capacity as assignee for the benefit of creditors of Foreign Trade Corporation, a California corporation, formerly doing business as Technocel ("Technocel"), and Tylt, Inc., a Delaware corporation ("Assignee"). Each of Seller and Assignee are sometimes individually referred to in this Assignment as a "Party" and collectively as the "Parties." Capitalized terms used herein but otherwise not defined shall have the respective meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), Seller agreed to sell to the Assignee (or its designee) certain assets set forth therein;

WHEREAS, Seller desires to sell, assign, transfer, convey and deliver to the Assignee all of the Assignor's respective rights, titles, and interests in, to and under any and all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, "Trademarks"), owned by Assignor, including the Trademarks set forth on Schedule I.

WHEREAS, Attached hereto as Schedule 2 is a list of all patents, patent applications, continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof ("Patents") in which Seller may have had an interest and Seller desires to sell, assign, transfer, convey and deliver to the Assignee all of the Assignor's respective rights, titles, and interests in, to and under any and all Patent.

NOW, THEREFORE, pursuant to the Purchase Agreement, in consideration of the mutual promises contained therein and in the foregoing recitals, and for other good and valuable consideration, had and received, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers, to Assignee, all of the Assignor's respective worldwide rights, titles, and interests in, to and under the Trademarks and Patents (the "IP"), together with any goodwill associated therewith.

2. Further Assurances.

(a) From and after the date hereof, in the event any further action is necessary to carry out the purposes of this Assignment, Seller and its respective directors and officers shall, without any cost to Seller, take all such necessary action as may be reasonably requested by Assignee to achieve such intent, including the execution of any documentation reasonably requested by any Assignee to effectuate the assignment, transfer and conveyance of the IP (including any documentation for filing with the United States Patent and Trademark Office or any equivalent foreign agency or any domain name registrar). Seller hereby authorizes and requests the Commissioner of Patents and Trademarks, and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the applicable IP.

(b) Assignor hereby grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or intellectual property offices, for recordation of this document. Assignee shall have the right to file or record this Assignment and any additional assignment documents as provided in this Article 2 with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the IP sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Assignment.

3. Miscellaneous.

(a) Amendment; Waiver. Any term or provision of this Assignment may be amended only by a writing signed by Seller and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

(b) No Third Party Beneficiaries. Nothing expressed or implied in this Assignment is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Assignment. There is no third party beneficiary of this Assignment.

(c) Notices. Any notice required or permitted to be given under this Assignment shall be in writing and shall be personally delivered or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

(a) If to Seller:

Insolvency Services Group Inc.
9107 Wilshire Blvd., Suite 800
Beverly Hills, CA 90210
Tel.: 310-385-0006
Fax: 310-385-0030
Email: jweinberg@usisg.com
Attention: Joel B. Weinberg, President

With a copy to:

Brian L. Davidoff
Greenberg Glusker Fields Claman & Machtinger LLP
1900 Ave of the Stars, 21st Floor
Los Angeles, CA. 90067

Email: bdavidoff@greenbergglusker.com

(b) If to Assignee:

Tytl, Inc.
1158 26th Street
Suite 325
Santa Monica, CA 90403
Attention: President
Email: ramir@tytl.com

(d) Execution in Counterparts. For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(e) Benefit and Burden. This Assignment shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns. If this Assignment is set aside or determined to be void or invalid by a court of competent jurisdiction through no fault or cause of Seller, Assignee agrees that Seller shall have no responsibility or liability of any kind or nature whatsoever, including without limitation, direct, indirect or consequential damages. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred, delegated, or encumbered without the prior written consent of the other party; provided, however, that Assignee may (a)(i) assign any or all of its rights and interest hereunder to one or more of its affiliates and (ii) designate one or more of its affiliates to perform its obligations hereunder or (b) assign any or all of its rights and interest hereunder to any lender as collateral in connection with a financing of Assignee or any respective affiliates, or to the acquirer or successor in interest in connection with any direct or indirect sale (whether equity or all or substantially all of the assets), merger, consolidation or similar reorganization of such person or its business.

(f) Governing Law/Venue. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law. Each Party submits to the exclusive jurisdiction and venue of the state and federal courts in in Los Angeles, California. Each Party agrees not to commence any legal proceedings related hereto except in such courts.

(g) Severability. If any provision of this Assignment is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Assignment will remain in full force and effect.

(h) Attorneys' Fees. Should a suit or motion be brought to enforce or interpret any provision of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees to be fixed in amount by the Court (including without limitation costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its reasonable costs of suit or

arbitration, as applicable, regardless of whether such suit or arbitration proceeds to a final judgment or award.

(i) Entire Agreement. This Assignment, the Exhibits and Schedules hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire and exclusive agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Assignment. This Assignment supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

(j) Independent Counsel. The parties acknowledge and agree that each has been advised to and has had an opportunity to seek independent counsel in connection with matters relating to this Assignment.

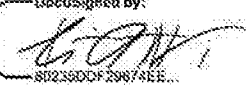
(k) Signatories. Each individual that signs this Assignment below represents and warrants to the Parties that he or she is duly authorized to execute and deliver this Assignment on behalf of the Party for which he or she is executing and delivering this Assignment.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Assignment by their duly authorized representatives as of the date hereof.

ASSIGEE:

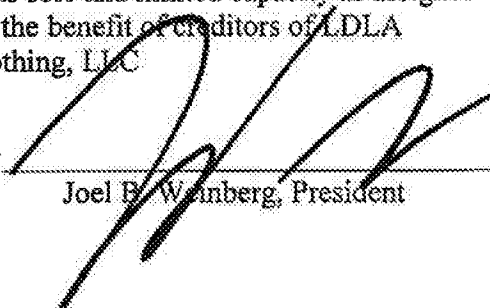
Tylt, Inc.

DocuSigned by:

802.950DF.29874EE...

By: _____
Its: **President**

SELLER:

Insolvency Services Group, Inc.,
in its sole and limited capacity as assignee
for the benefit of creditors of LDLA
Clothing, LLC

By:  _____
Joel B. Weinberg, President

Schedule I

SCHEDULE I

Title	Registration Number/ (Application Serial Number)	Date of Registration (Date of Filing)	Status	Country

SCHEDULE 2

DocuSign Envelope ID: C56B4B4E-E64E-48ED-880F-2A281CAAD839

USPTO Application Number	USPTO Serial Number	Pub. Number	Title	State	Related U.S. Trademark Application Serial Number	Original Applicant (F.Y. 1989)	Current Applicant (F.Y. Assignment Yr.)	Figure 1
871	658,862, 658,863, 677, 678			Illinois	Trademark relating to "Red Bull"	POWERSOFT TRADE CORPORATION, 1989, F.Y. #1291	No. Assignment Date	No. Trademark Date
876	658,862, 658,863, 677, 678			Illinois	Trademark relating to "Red Bull"	No. Assignment (1989)	No. Assignment (1989)	No. Application (1986)
878	658,862, 658,863, 677, 678			Illinois	Trademark relating to "Red Bull"	No. Assignment (1989)	No. Assignment (1986)	No. Application (1986)