

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tylt, Inc.		08/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Advanced Wireless Innovations, LLC		
Street Address:	1158 26th Street, Suite 325		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90403		
Entity Type:	Limited Liability Company: 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	
Registration Number:	4376541	SQRD	

OP \$740.00 4596899

Property Type	Number	Word Mark
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:	08/28/2018

Total Attachments: 3

source=2018.07.20 TM Assignment Tylt to AWI signed#page1.tif

source=2018.07.20 TM Assignment Tylt to AWI signed#page2.tif

source=2018.07.20 TM Assignment Tylt to AWI signed#page3.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of August 1, 2018 ("Effective Date"), by and between Tylt, Inc., a Delaware corporation, ("Assignor") and Advanced Wireless Innovations, LLC, a Delaware limited liability company, ("Assignee").

WHEREAS Assignor desires to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title, and interest in and to 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 other source or business identifiers, and applications and registrations pertaining thereto, including but not limited to the trademarks set forth in Schedule 1 attached hereto (the "Intellectual Property").

WHEREAS Assignee desires to acquire all of Assignor's right, title, and interest in and to the Intellectual Property and all goodwill associated therewith, all common law and statutory rights, and all applications and registrations thereof; and, Assignor desires to assign the foregoing to the Assignee.

NOW, THEREFORE, for good and valuable consideration from Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged:

Assignment of Rights. Assignor hereby sells and irrevocably transfers to Assignee all right, title, and interest in and to the Intellectual Property, all goodwill associated therewith, and any colorable imitation thereof, whether in existence now or in existence in the future, as to all media now known or hereinafter devised, together with any and all rights to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with the Intellectual Property.

Entire Understanding. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto with respect to the subject matter hereof

and supersedes all prior understandings, negotiations, or agreements, written or oral, express or implied. The Recitals are incorporated by reference into this Agreement.

Further Acts. It is further agreed that the parties shall duly execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney as may be reasonably required to effect the terms of this Agreement.

Representations and Warranties. Assignor represents and warrants that it has not heretofore assigned or transferred or purported to assign or transfer to any person or entity any portion or part of the Intellectual Property. Notwithstanding the foregoing, Assignee agrees that it is taking assignment of the Intellectual Property "as is" and that there is no warranty by Assignor that the Intellectual Property has a particular financial value or is fit for a particular purpose.

Acknowledgment. Each party to this Agreement acknowledges that it has had the opportunity to seek independent legal counsel.


Governing Law. This Agreement is executed and delivered within the State of California and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California without regard to conflict of law principles.

Severability. If any term, provision, covenant, or condition of this Agreement is held in a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions remains in effect.

Counterparts. This Assignment may be executed in any number of counterpart copies and each such counterpart copy shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. Email and facsimile signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.


TYLT, INC.
Assignor

_____ 

By: Rami Rostami

Its: CEO

ADVANCED WIRELESS INNOVATIONS, LLC
Assignee

_____ 

By: Rami Rostami

Its: CEO