

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rebel Girl, Inc.		09/26/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Timbuktu Labs, Inc.		
<b>Street Address:</b>	P.O. Box 468		
<b>City:</b>	Venice		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90294		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3470916	REBEL GIRL	
<b>Registration Number:</b>	3435878	THE REBEL GIRLS	
<b>Registration Number:</b>	3551278	REBEL GIRL	
<b>Registration Number:</b>	3573494	REBEL GIRL	
<b>Registration Number:</b>	3803111	REBEL GIRL	
<b>Registration Number:</b>	4912914	REBEL GIRL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3109966942		
<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>			
<b>Phone:</b>	(310) 312-4208		
<b>Email:</b>	ipdocket@manatt.com, mcooke@manatt.com, lmakings@manatt.com, vsampsonjackson@manatt.com		
<b>Correspondent Name:</b>	M. Cooke c/o Manatt, Phelps & Phillips		
<b>Address Line 1:</b>	11355 W. Olympic Blvd		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	64311-032		
<b>NAME OF SUBMITTER:</b>	Michelle A. Cooke		
<b>SIGNATURE:</b>	/Michelle A. Cooke/		
<b>DATE SIGNED:</b>	10/31/2018		

CH \$165.00 3470916

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is entered into and made effective as of September 26, 2018 ("Effective Date") by and between Rebel Girl, Inc., a Michigan corporation, with its principal place of business at 35530 Hamer, New Baltimore, Michigan 48047 ("Assignor"), and Timbuktu Labs, Inc., a California corporation with its principal place of business at P.O. Box 468, Venice, California 90294 ("Assignee"), each a "Party" and collectively, the "Parties."

**WHEREAS**, Assignor is the owner of all right, title and interest in, to and under the trademarks listed in attached Exhibit A (the "RG Marks");

**WHEREAS**, Assignee is desirous of obtaining all of Assignor's right, title and interest in, to and under the RG Marks; and

**WHEREAS**, Assignor has agreed to sell, convey assign and transfer to Assignee, and Assignee has agreed to accept, all of Assignor's right, title and interest in, to and under the RG Marks.


**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Assignor does hereby convey, transfer, assign and deliver unto Assignee the full and entire right, title and interest in, to and under the RG Marks, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, brand names, designs, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, including without limitation those set forth in Exhibit A hereto; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the RG Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor's (or any affiliate of Assignor) other rights, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee as of the Effective Date.


This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers.

TIMBUKTU LABS, INC.

By:   
Name: Elena Favilli  
Title: Chief Executive Officer  
Date: September \_\_, 2018

REBEL GIRL, INC.

By:   
Name: Cher Bell  
Title: President  
Date: September 26, 2018

**Exhibit A**

<b>COUNTRY/JURISDICTION</b>	<b>MARK</b>	<b>TRADEMARK APP. NO.</b>	<b>TRADEMARK REG. NO.</b>
INTERNATIONAL REG.	REBEL GIRL	A 0051232	1259058
EUROPEAN UNION	REBEL GIRL	A 0051232	1259058
UNITED STATES	REBEL GIRL	77-289,302	3,470,916
UNITED STATES	THE REBEL GIRLS	77-324,848	3,435,878
UNITED STATES	REBEL GIRL	77-289,358	3,551,278
UNITED STATES	REBEL GIRL	77-277,262	3,573,494
UNITED STATES	REBEL GIRL	77-865,568	3,803,111
UNITED STATES	REBEL GIRL	86-672,991	4,912,914