

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	Tylt, Inc.
<b>Street Address:</b>	1158 26TH STREET, SUITE 325
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90403
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5509540	BLOCK PARTY

**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  
**Address Line 1:** 1801 Century Park East, Suite 1201  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Sharon Raminfard
<b>SIGNATURE:</b>	/Sharon Raminfard/
<b>DATE SIGNED:</b>	11/12/2018

**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](mailto: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, 21<sup>st</sup> Floor  
Los Angeles, CA. 90067

Email: [bdavidoff@greenbergglusker.com](mailto:bdavidoff@greenbergglusker.com)

(b) If to Assignee:

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

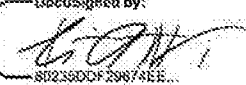
(k) Signatories. Each individual that signs this Assignment below represents and warrants to the Parties that he or she is duly authorized to execute and deliver this Assignment on behalf of the Party for which he or she is executing and delivering this Assignment.

**[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:**

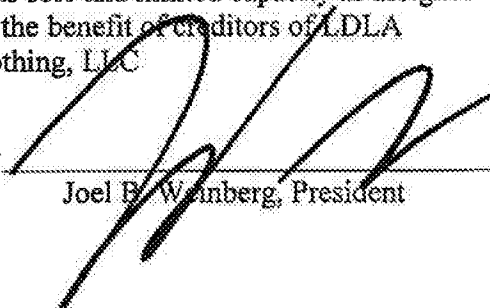
**Tylt, Inc.**

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

42315-00002/2942192.1

**TRADEMARK**  
**REEL: 006480 FRAME: 0295**

**SCHEDULE I**

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







**SCHEDULE 2**







USPTO Application Number	USPTO Serial Number	Pub. Number	Title	State	Related U.S. Patents	Original Applicant (Pr. App.)	Current Applicant (Pr. Assignee) (Pr.)	Figure 1
77			658,862,766/648,070/5	Illinois	Related U.S. Patents: 6,588,862; 6,588,863; 6,588,864	PERMUTATION TRADING CORPORATION FOR F2291		No. Invention Done
78			6,588,862,766/648,070/5	Illinois	Related U.S. Patents: 6,588,862; 6,588,863; 6,588,864	No. Applicant (1982)		No. Applicant (1986)
79			6,588,862,766/648,070/5	Illinois	Related U.S. Patents: 6,588,862; 6,588,863; 6,588,864	No. Applicant (1983)		No. Applicant (1984)