# OP \$40.00 5509540

ETAS ID: TM497845

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE 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: 1**

Property Type	Number	Word Mark
Registration Number:	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

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

#### **Total Attachments: 6**

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TRADEMARK
REEL: 006480 FRAME: 0307

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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

TRADEMARK

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.

TRADEMARK

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

Rami Rostami

Its:

CEO

## SCHEDULE 1

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**RECORDED: 11/12/2018** 

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