

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497845

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: 1			
Property Type	Number	Word Mark	
Registration Number:	5509540	BLOCK PARTY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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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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

SCHEDULE 1

