

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582011

<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>
Babylon LLC		07/27/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Babylon Los Angeles, LLC		
<b>Street Address:</b>	350 East 46th Street		
<b>City:</b>	Vernon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90058		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5256685	BABYLON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124480020		
<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>	2124481800		
<b>Email:</b>	trademark@rflfllp.com		
<b>Correspondent Name:</b>	Gregory N. Weisman		
<b>Address Line 1:</b>	c/o Ritholz Levy Fields LLP		
<b>Address Line 2:</b>	235 Park Avenue South, 3rd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10003		
<b>NAME OF SUBMITTER:</b>	Gregory N. Weisman		
<b>SIGNATURE:</b>	/GNW/		
<b>DATE SIGNED:</b>	06/18/2020		
<b>Total Attachments: 5</b>			
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source=Babylon LA- IP Assignment Agreement#page4.tif			

OP \$40.00 5256685



**EXHIBIT B**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 27, 2018, is made by BABYLON, LLC, a California limited liability company (“**Seller**”) located at 714 Ducommun Street, Los Angeles, California 90012, in favor of BABYLON LOS ANGELES, LLC (“**Buyer**”), a California limited liability company, located at 350 East 46th Street, Vernon, California 90058, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, *inter alia*, dated as of July 27, 2018 (the “**Asset Purchase Agreement**”).

**WHEREAS**, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

**NOW THEREFORE**, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the Seller Intellectual Property, as defined in the Asset Purchase Agreement, which includes:

- (a) Seller’s books, records, ledgers, files, documents, manuals, signage, fixtures specific to the Babylon brand and other printed or written materials used by the Seller for Babylon, LLC
- (b) Seller’s Trademark Registration for BABYLON - U.S. Reg. No. 5,256,685.
- (c) Seller’s social media accounts and websites domain names associated with Babylon, LLC and all content existing on such channels
- (d) Any other trademarks, service marks, copyrights, patents, trade secrets, or other intellectual property together with the goodwill of the business, Babylon, LLC
- (e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Seller Intellectual Property to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Seller Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

**EXHIBIT B**

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**BABYLON, LLC**

(executed on its behalf by its members):

UNIF, LLC

By \_\_\_\_\_

Name: Eric Espinoza

Title:

TTC MERCH, INC.

By \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

BABYLON LOS ANGELES, LLC

By: \_\_\_\_\_

Name: Ben Shenassafar

Title: Manager

Address for Notices:

350 East 46th Street

Vernon, California 90058

EXHIBIT B

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BABYLON, LLC

(executed on its behalf by its members):

UNDELETED  
  
By: \_\_\_\_\_

Name: Eric Espinoza

Title:

TTC MERCH, INC.

By: \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

BABYLON LOS ANGELES, LLC

By: \_\_\_\_\_

Name: Ben Shenassafar

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**BABYLON, LLC**

(executed on its behalf by its members):

UNIF, LLC

By \_\_\_\_\_

Name: Eric Espinoza

Title:

TTC MERCH, INC

By  \_\_\_\_\_

Name: Garrett Stevenson

Title: **Shareholder**

AGREED TO AND ACCEPTED:

BABYLON LOS ANGELES, LLC

By: \_\_\_\_\_

Name: Ben Shenassafar

Title: Manager

Address for Notices:

350 East 46th Street

Vernon, California 90058

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BABYLON, LLC

(executed on its behalf by its members):

UNIF, LLC

By \_\_\_\_\_

Name: Eric Espinoza

Title:

TTC MERCH, INC.

By \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

BABYLON LOS ANGELES, LLC

By: 

Name: Ben Shenassafar

Title: Manager

Address for Notices:

3150 ~~350~~ East 46th Street  
Vernon, California 90058