

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LO 337 IP Holdings LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MediaLab.Ai Inc.		
Street Address:	8391 Beverly Blvd #347		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4678724	THE FIELD	
Registration Number:	5492367	WORLD STAR	
Registration Number:	4956221	WORLD STAR	
Registration Number:	4163310	WORLD STAR CANDY	
Registration Number:	4280316	WORLD STAR HIP HOP	
Registration Number:	5791188	WORLD STAR HIP HOP	
Registration Number:	5895850	WORLD STAR HIP HOP	
Registration Number:	5870743	WORLD STAR TV	
Registration Number:	5630337	WORLD STAR TV	
Registration Number:	4480961	WS	
Registration Number:	4547760	WSHH	
Serial Number:	86086220	GHETTO NINJA	
Registration Number:	4000717	WORLD STAR HIP HOP	
Serial Number:	87137271	WORLD STAR LATIN	
Serial Number:	86005701	WSHH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8186596504
Email: astander@invictusadvisors.com
Correspondent Name: Ashley Stander
Address Line 1: 950 County Square Dr, Suite 104
Address Line 4: Ventura, CALIFORNIA 93003

ATTORNEY DOCKET NUMBER:	MediaLab - TM Assignments
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NAME OF SUBMITTER:	Ashley Stander
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SIGNATURE:	/Ashley Stander/
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DATE SIGNED:	07/08/2020
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Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of June 30, 2020 (the "Effective Date") by and among QWorldStar, Inc., a Delaware corporation ("WorldStar"), WorldStar Distro LLC, a Delaware limited liability company ("Distro Sub"), LO 337 IP Holdings, LLC, a Delaware limited liability company ("LO337", and together with WorldStar and Distro Sub, collectively, the "Assignor"), and MediaLab.Ai Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Assignor, Assignee, and Lee Q. O'Denat Trust, Edward Dwyer as Trustee, (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to and in consideration of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement and this Assignment, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth on Schedule 1 attached hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth on Schedule 1, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "WorldStarHipHop", the designs set forth on Schedule 1 or any term, design or other source identifier that is a derivative of or confusingly similar to the term "WorldStarHipHop" or the designs set forth on Schedule 1, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth on Schedule 1), and (v) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks").

3. Further Assurances. Each party hereto shall, at the reasonable request of any other party hereto, reasonably cooperate with the other parties hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Assignment, consistent with the terms of this Assignment and the Asset Purchase Agreement, to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the assignment of the Assigned Marks as contemplated herein.

4. No Modification of the Asset Purchase Agreement. This Assignment is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Assignor or Assignee under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

5. Amendment; Successors and Assigns. This Assignment may be amended, modified or supplemented only by written agreement of all parties hereto. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.

7. Headings. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws rules of such state.


9. Entire Agreement. This Assignment, the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) and the Transaction Agreements constitute the entire agreement between the parties hereto with respect to the subject matter contained herein. This Assignment, the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) and the Transaction Agreements supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

QWORLDSTAR, INC.

By: 

Name: Edward Dwyer

Title: Chief Executive Officer

WORLDSTAR DISTRO LLC

By: 

Name: Edward Dwyer

Title: Manager

LO 337 IP HOLDINGS, LLC

By: Lee Q. O'Denat Trust

As: Member

By: 

Name: Edward Dwyer

Title: Trustee

ASSIGNEE:

MEDIALAB.AI INC.

By: _____

Name: Michael Heyward

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

QWORLDSTAR, INC.

By: _____

Name: Edward Dwyer

Title: Chief Executive Officer

WORLDSTAR DISTRO LLC

By: _____

Name: Edward Dwyer

Title: Manager

LO 337 IP HOLDINGS, LLC

By: Lee Q. O'Denat Trust

As: Member

By: _____

Name: Edward Dwyer

Title: Trustee

ASSIGNEE:

MEDIALAB.AI INC.

DocuSigned by:
By:  _____

Name: Michael Heyward

Title: Chief Executive Officer

Schedule 1
Trademarks

[Attached]

Mark	Image	Status	Registrar	Serial No.	Reg. No.	Class 9	Class 14
THE FIELD	THE FIELD	Live	USPTO	86315891	4678724	Yes	No
WORLD STAR	WORLD STAR	Live	USPTO	85928155	5492367	No	No
WORLD STAR	WORLD STAR	Live	USPTO	85982872	4956221	No	No
WORLD STAR CANDY	World Star Candy	Live	USPTO	85297652	4163310	No	No
WORLD STAR HIP HOP	World Star Hip Hop	Live	USPTO	85297707	4280316	No	Cancelled
WORLD STAR HIP HOP	WORLD STAR	Live	USPTO	87226681	5791188	No	No
WORLD STAR HIP HOP	WORLD STAR HIP HOP	Live	USPTO	88387730	5895850	No	No
WORLD STAR TV	WORLD STAR	Live	USPTO	87349809	5870743	No	No
WORLD STAR TV	WORLD STAR TV	Live	USPTO	87329454	5630337	No	No
WORLDSTAR	WORLD STAR	Live	EUIPO	N/A	14656854	Yes	No
WS	WORLD STAR	Live	USPTO	86002474	4480961	Cancelled	Cancelled
WSHH	WSHH	Live	USPTO	86975046	4547760	Yes	No
GHETTO NINJA	GHETTO NINJA	Dead	USPTO	86086220	N/A	Abandoned	No
WORLD STAR HIP HOP	WORLD STAR HIP HOP	Dead	USPTO	85002840	4000717	No	No
WORLD STAR LATIN	WORLD STAR LATIN	Dead	USPTO	87137271	N/A	No	No
WSHH	WSHH	Dead	USPTO	86005701	N/A	No	Abandoned

Class 25	Class 35	Class 38	Class 41	Filed	Registered	Lapsed	Maintenance
No	No	No	No	20-Jun-14	27-Jan-15	N/A	§ 8 due 1/27/2021
No	Yes	No	Yes	10-May-13	12-Jun-18	N/A	§ 8 due 6/12/2024
Yes	No	No	No	10-May-13	10-May-16	N/A	§ 8 due 5/10/2022
No	No	No	Yes	18-Apr-11	26-Jun-12	N/A	§§ 8/9 due 6/27/2022
Yes	Yes	No	No	18-Apr-11	22-Jan-13	N/A	§§ 8/9 due 1/23/2022
No	No	No	Yes	4-Nov-16	2-Jul-19	N/A	§ 8 due 7/2/2025
No	No	No	Yes	16-Apr-19	29-Oct-19	N/A	§ 8 due 10/29/2025
No	No	No	Yes	25-Feb-17	1-Oct-19	N/A	§ 8 due 10/1/2025
No	No	No	Yes	8-Feb-17	18-Dec-18	N/A	§ 8 due 12/18/2024
No	No	Yes	Yes	5-Sep-15	2-May-16	N/A	Expires 9/10/2025
Yes	Yes	No	Yes	3-Jul-13	11-Feb-14	N/A	§§ 8/9 due 2/12/2024
Yes	Yes	No	Yes	9-Jul-13	10-Jun-14	N/A	§ 8 filed 5/28/2020
No	No	No	Abandoned	8-Oct-13	N/A	19-Dec-16	N/A
No	No	No	Cancelled	31-Mar-10	26-Jul-11	31-Jul-19	N/A
No	No	No	Abandoned	12-Aug-16	N/A	20-Dec-18	N/A
No	No	No	No	9-Jul-13	N/A	2-Mar-15	N/A

Owner	Notes	Last Updated
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/28/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holding, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	No	5/28/2020
LO 337 IP Holdings, LLC	No	5/27/2020
LO 337 IP Holdings, LLC	Yes	5/28/2020
LO 337 IP Holdings, LLC	Yes	5/27/2020
LO 337 IP Holdings, LLC	No	5/27/2020