

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Switchback Travel LLC		12/29/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	LOLA DIGITAL MEDIA LLC		
Street Address:	8605 Santa Monica Blvd		
Internal Address:	PMB 30337		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069-4109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4806576	SWITCHBACK TRAVEL	
Registration Number:	4806575	SWITCH BACK TRAVEL	
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>			
Email:	LEGAL@LOLADIGITALMEDIA.COM		
Correspondent Name:	LOLA DIGITAL MEDIA LLC		
Address Line 1:	8605 SANTA MONICA BLVD		
Address Line 2:	PMB 30337		
Address Line 4:	WEST HOLLYWOOD, CALIFORNIA 90069-4109		
NAME OF SUBMITTER:	ALEX PHUNG		
SIGNATURE:	/AP/		
DATE SIGNED:	01/12/2021		
Total Attachments: 4			
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OP \$65.00 4806576

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”) is made and entered into on the 29th day of December, 2020 (the “**Effective Date**”), by and among Lola Digital Media LLC, a Delaware limited liability company (“**Assignee**”), Switchback Travel LLC, a Colorado limited liability company (“**Assignor**”).

WHEREAS, Assignor is the owner of certain trademarks and trademark registrations, including the United States Trademark registrations listed in Exhibit A (collectively, the “**Trademarks**”).

WHEREAS, Assignor has agreed to the sale and transfer of certain assets under that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee and David Wilkinson, including all of Assignor’s right, title, and interest in and to the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the consummation of the transactions contemplated under the Purchase Agreement, including the transfer of the Trademarks by Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, sells and sets over unto Assignee and Assignee’s successors, legal representatives and assigns, the entire right, title, and interest in and to any and all rights and privileges associated with the Trademarks, together with the goodwill of the business that is ongoing and existing symbolized by the Trademarks, and any and all renewals thereof, and the right to bring suit and collect damages for past infringements thereof. Assignor hereby covenants and agrees that Assignor will at any time upon the request and at the expense of Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect said right, title, and interest and said rights and privileges in Assignee, its successors, assigns and legal representatives.

2. Representations, Warranties and Covenants. Assignor represents, warrants and covenants that it (a) has full right to convey the entire right, title, and interest herein assigned, and (b) has not executed and will not execute any agreement or do anything in conflict with this Assignment.

3. Recordation; Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable by Assignee to record and perfect the interest of Assignee in and to the Trademarks.

4. Execution in Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties hereto. In addition, to facilitate the execution of this Assignment, the parties may execute and exchange facsimile counterparts of the signature pages to this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives below.

ASSIGNOR

SWITCHBACK TRAVEL LLC

DocuSigned by:
By: David Wilkinson
1CFE10CB7E98417...

Name: David Wilkinson

Title: Sole Member

ASSIGNEE

LOLA DIGITAL MEDIA LLC

DocuSigned by:
By: Benjamin R. Carpel
D2F700020C6249C...

Name: Benjamin R. Carpel

Title: Chief Executive Officer

Signature Page to Trademark Assignment Agreement

EXHIBIT A

Mark	Owner	Jurisdiction	Registration No.	Registration Date
SWITCH BACK TRAVEL Switch Back Travel (service mark)	Switchback Travel LLC	USPTO	4,806,575	September 8, 2015
SWITCHBACK TRAVEL (service mark)	Switchback Travel LLC	USPTO	4,806,576	September 8, 2015

Exhibit A to Trademark Assignment Agreement