

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TROLL LIFE ENTERTAINMENT, LLC		02/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	element worldwide, LLC		
Street Address:	1170 S. Hayworth Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90274685	EL3MENT.	
Serial Number:	90240672	EL3MENT.	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	215-569-5360		
Email:	mhomyk@blankrome.com		
Correspondent Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 2:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	155623-00100		
NAME OF SUBMITTER:	Matthew A. Homyk		
SIGNATURE:	/matthew homyk/		
DATE SIGNED:	03/10/2021		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made effective as of February 10, 2021 (the “*Effective Date*”), between Troll Life Entertainment, LLC, a Delaware limited liability company with an address at 1170 S. Hayworth Avenue, Los Angeles, California 90035 (“*Assignor*”), and element worldwide, LLC, a Delaware limited liability company with an address at 1170 S. Hayworth Avenue, Los Angeles, California 90035 (“*Assignee*”).

BACKGROUND

Assignor offers advertising, branding, marketing, and videoproduction services, and owns all right, title, and interest in certain trademarks set forth in Exhibit A (“Trademarks”), service marks, logos, designs, software, inventions, copyrights, trade secrets, pending trademark applications, and domain names, including without limitation those intellectual property assets set forth in Exhibit A (collectively, the “*Intellectual Property*”).

Assignor wishes to assign, and Assignee wishes to acquire, the Intellectual Property and intellectual property rights, as well as the portion of the business of the Assignor to which the Trademarks and other Intellectual Property pertain.

TERMS

Assignor and Assignee (each a “*Party*” and collectively, the “*Parties*”), in consideration of the mutual promises contained in this Intellectual Property Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all rights (including without limitation, intellectual property rights), title, and interest in and to the Intellectual Property, together with the goodwill associated with it and the portion of the business of the Assignor to which the Trademarks pertain. Assignor reserves no rights in any such Intellectual Property or the portion of the business assigned to Assignee by Assignor. Assignor hereby waives any and all paternity, integrity, moral and other similar rights that Assignor may have now, or in the future, in the works of authorship that are embodied in the Intellectual Property.
2. If Assignor has any rights in the Intellectual Property that cannot be assigned to Assignee, then Assignor grants to Assignee an exclusive (even as to Assignor), fully paid, royalty-free, perpetual, irrevocable, transferable, unlimited, license with the right to sublicense, throughout the universe, in all media, now existing or created in the future, for all versions and elements, and in all languages, to use, copy, distribute, create derivative works of, publicly perform, publicly display, digitally perform, practice the methods of, make, have made, import, export, offer for sale and sell such Intellectual Property for the entire duration of such rights. If Assignor has any such rights that cannot be assigned or licensed to Assignee, then Assignor waives the enforcement of such rights.
3. Assignor shall, at Assignee’s expense, cooperate and take all steps reasonably requested by Assignee to perfect, confirm, and protect Assignee’s rights (including without limitation,

intellectual property rights), title, and interest in and to the Intellectual Property including without limitation, executing and delivering all documents, filing registration and assignment documents, and giving testimony.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

TROLL LIFE ENTERTAINMENT, LLC

Signature: 

Printed name: Leslie Smith

Title: Manager

Date: 2/10/2

ELEMENT WORLDWIDE, LLC

Signature: 

Printed name: Jessica Rosenbluth

Title: Manager

Date: 2/10/21

EXHIBIT A
Intellectual Property

Domain Name

el3ment.org

Trademarks

Registered Trademarks and Pending Trademark Applications

U.S. Trademark Application No. 90240672 for el3ment.

U.S. Trademark Application No. 90274685 for el3ment.

Common Law Trademarks

el3ment.

Copyrights

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