

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671817

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900630972		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBAV1, LLC		04/15/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	BTL DIFFUSION SARL		
Street Address:	16 RUE ANATOLE MOUSSU		
City:	MERE		
State/Country:	FRANCE		
Entity Type:	Corporate Entity: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5182202	STORYTIME HUXLEY	
CORRESPONDENCE DATA			
Fax Number:	6468780801		
<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:	6468780800		
Email:	tm-uspto@pearlcohen.com, jzion@pearlcohen.com		
Correspondent Name:	Jacqueline Zion		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	703160-12-01		
DOMESTIC REPRESENTATIVE			
Name:	Jacqueline Zion		
Address Line 1:	7 Times Square		
Address Line 2:	Pearl Cohen Zedek Latzer Baratz LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jacqueline Zion		
SIGNATURE:	/JZ/		
DATE SIGNED:	09/01/2021		

TRADEMARK

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment Agreement*"), effective as of April 15, 2021, is made by and between CBAVI LLC, a Nevada limited liability company ("*Assignor*"), and BTL Diffusion S.A.R.L., a French corporate entity ("*Assignee*"). Assignor and Assignee are each referred to herein individually as a "*Party*" and collectively, as the "*Parties*."

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement, filed with the U.S. Bankruptcy Court for the Eastern District of Pennsylvania on March 16, 2021, by and between Assignor and Assignee (the "*Purchase Agreement*"), Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets and assume certain Assumed Liabilities of the Assignor; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property as described in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

- Definitions.** Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.
- Assignment.** Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property and all registrations and applications for registrations of any Intellectual Property, including the registrations identified on Schedule A (collectively, the "*Assigned Property*"), together with all goodwill symbolized by the Assigned Property, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made. Assignee agrees and acknowledges that it is relinquishing any rights to any and all IP that is not listed on the attached Schedule A (the "*Excluded Assets*") and Assignor has no obligation to the Assignee relating to the Excluded Assets.
- Further Assurances.** Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the transfer of Assigned Property from Seller to Buyer and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.
- Validity Disputes.** Assignor shall not directly or indirectly challenge Assignee's ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property. Assignee acknowledges that Assignor has no obligation to Assignee relating to the Excluded Assets.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.
6. This Assignment Agreement is subject in all respects to the provisions of the Purchase Agreement except as it specifically relates to the Excluded Assets. This Assignment Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control. However, Assignee has decided to exclude certain assets that were listed in the Purchase Agreement. Accordingly, Assignee knowingly relinquishes any and all rights as they relate to the Excluded Assets.
7. Modification. This Assignment Agreement may not be modified except by a writing executed by all the Parties hereto.
8. Assignment. The terms of this Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.
9. Governing Law. This Assignment Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to the laws of conflict that might otherwise apply) as to all matters.
10. Headings. The paragraph headings in this Assignment Agreement are for convenience only and such headings form no part of this Assignment Agreement and shall not affect its interpretation.
11. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Assignment Agreement 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 Assignment Agreement.
12. Filing. Assignor hereby agrees that this Assignment Agreement may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property and all applications and registrations therefore.

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the Parties as of the date set forth above.

ASSIGNOR:

CRAVI LLC

a Nevada limited liability company

By: 

Name: KAREN O'HARA

Title: MANAGER

ASSIGNEE:

BTL Diffusion SARE

a French corporate entity

By: 

Name: LAVRENT BENICHO

Title: CEO

TRADEMARK

REEL: 007427 FRAME: 0890

EXHIBIT A

Assigned Intellectual Property

Country	Trademark	Registration No.
US	STORYTIME HUXLEY	5182202