

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/02/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHALEROCK STUDIOS, LLC		04/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BATTLEBOTS, INC.		
Street Address:	13191 CROSSROADS PKWY. NORTH, 6TH FLOOR		
City:	CITY OF INDUSTRY		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5197054	IT'S ROBOT FIGHTING TIME	
CORRESPONDENCE DATA			
Fax Number:	3105565800		
<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:	3105565800		
Email:	tm@stroock.com, adominique@stroock.com, vkoo@stroock.com		
Correspondent Name:	Alesha M. Dominique		
Address Line 1:	2029 Century Park East, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	007868/0083		
NAME OF SUBMITTER:	Alesha M. Dominique		
SIGNATURE:	/Alesha M. Dominique/		
DATE SIGNED:	05/02/2023		
Total Attachments: 2			
source=(52756106_1) Nunc Pro Tunc Assignment - IT_S ROBOT FIGHTING TIME (Reg. No. 5,197,054)#page1.tif			
source=(52756106_1) Nunc Pro Tunc Assignment - IT_S ROBOT FIGHTING TIME (Reg. No. 5,197,054)#page2.tif			

CH \$40.00 5197054

NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARK

This NUNC PRO TUNC TRADEMARK ASSIGNMENT ("Assignment") is by and between Whalerock Studios, LLC, a Delaware limited liability company located at 16501 Ventura Blvd., Suite 400, Encino, California 91436 ("Assignor"), and Battlebots, Inc., a California corporation located at 13191 Crossroads Pkwy, North, 6th Floor, City of Industry, California 91746 ("Assignee").

WHEREAS, Assignee acquired the trademark listed below, together with all common-law rights (the "Assigned Trademark") and the goodwill of the business symbolized thereby, from Assignor on May 2, 2017;

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
IT'S ROBOT FIGHTING TIME	5,197,054	May 2, 2017

WHEREAS, Assignor and Assignee wish to further document such trademark assignment that occurred on May 2, 2017 for purposes of recordation at the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms that as of May 2, 2017, it has assigned to Assignee all right, title and interest in and to the Assigned Trademark, together with the goodwill of the business symbolized thereby, including the registration identified above, and all past, present, and future remedies for infringement or dilution relating thereto, including the right to sue for and collect damages by reason of past, present or future infringement of the Assigned Trademark, with the intent that such Assigned Trademark and the aforementioned related rights shall be fully vested in the Assignee, its successors and assigns, *nunc pro tunc* effective as of May 2, 2017.

Assignor further authorizes the Commissioner for Trademark of the United States Patent and Trademark Office, and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the trademark rights and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment. Notwithstanding the foregoing, Assignee agrees to pay all fees and costs associated with prosecution, registration, maintenance of the Assigned Trademark and/or any legal fees and costs associated with protection and prosecution of the Assigned Trademark. The Assignee shall be responsible for completing the prosecution of the Assigned Trademark and is hereby authorized to sign all necessary documentation, filings and/or affidavits as the owner of the Assigned Trademark.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument under the hands of their proper officers duly authorized in that behalf.

This Assignment may be executed in counterparts.

Whalerock Studios, LLC

By: 

Name: Matthew Laviano

Title: President

Date: 4/25/23

Battlebots, Inc.

By: 

Name: Greg Munson

Title: President

Date: 5/1/23

LA 52748790v1
04/11/2023 4:18 PM