

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/19/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHALEROCK STUDIOS, LLC		04/25/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BATTLEBOTS, INC.		
<b>Street Address:</b>	13191 CROSSROADS PKWY. NORTH, 6TH FLOOR		
<b>City:</b>	CITY OF INDUSTRY		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91746		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5915067	ROBOTS ACTIVATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105565959		
<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>			
<b>Phone:</b>	3105565800		
<b>Email:</b>	tm@stroock.com, adominique@stroock.com, vkoo@stroock.com		
<b>Correspondent Name:</b>	Alesha M. Dominique		
<b>Address Line 1:</b>	2029 Century Park East, 18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	007868/0082		
<b>NAME OF SUBMITTER:</b>	Alesha M. Dominique		
<b>SIGNATURE:</b>	/Alesha M. Dominique/		
<b>DATE SIGNED:</b>	05/02/2023		
<b>Total Attachments: 2</b>			
source=(52756107_1) Nunc Pro Tunc Assignment -ROBOTS ACTIVATE (Reg. No. 5,915,067)#page1.tif			
source=(52756107_1) Nunc Pro Tunc Assignment -ROBOTS ACTIVATE (Reg. No. 5,915,067)#page2.tif			

CH \$40.00 5915067

**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 November 19, 2019;

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
ROBOTS ACTIVATE	5,915,067	November 19, 2019

WHEREAS, Assignor and Assignee wish to further document such trademark assignment that occurred on November 19, 2019 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 November 19, 2019, 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 November 19, 2019.


Assignor further authorizes the Commissioner for Trademarks 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 the 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 \_\_\_\_\_