

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
100MC, LLC		05/15/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GBG AIR BAND LLC		
Street Address:	350 Fifth Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88854773	AIRBAND	
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>			
Phone:	2122952719		
Email:	mreiner@hballp.com		
Correspondent Name:	Marc S. Reiner		
Address Line 1:	1740 Broadway, 15th Floor		
Address Line 2:	Hand Baldachin & Associates LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Marc S. Reiner		
SIGNATURE:	/MARC S REINER/		
DATE SIGNED:	05/20/2021		
Total Attachments: 7			
source=Executed NG_Trademark Assignment (00067291xCE161)#page1.tif			
source=Executed NG_Trademark Assignment (00067291xCE161)#page2.tif			
source=Executed NG_Trademark Assignment (00067291xCE161)#page3.tif			

CH \$40.00 88854773

source=Executed NG_Trademark Assignment (00067291xCE161)#page4.tif

source=Executed NG_Trademark Assignment (00067291xCE161)#page5.tif

source=Executed NG_Trademark Assignment (00067291xCE161)#page6.tif

source=Executed NG_Trademark Assignment (00067291xCE161)#page7.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”), entered into and made effective as of May 15, 2020 is made by 100MC, LLC, a California limited liability company (“Assignor”), in favor of GBG AIR BAND LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Operating Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the “Trademarks”), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignor, Assignee, Jimlar Corporation, a New York corporation, and Nicholas Graham, an individual (“NG”), are entering into an Operating Agreement, dated concurrently herewith (the “Operating Agreement”), pursuant to which, in exchange for Assignee’s issuance to Assignor of an amount equal to 25 Units constituting a 25% Membership Interest in Assignee, Assignor agreed to contribute, transfer, assign, convey and deliver to Assignee, all of Assignor’s right, title and interest in and to all of the Contributed Assets, including the Trademarks; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer, assign and convey to Assignee, all of Assignor’s right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises (which constitute an integral part of this Agreement) and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignor to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Representations and Warranties.

- a. Each party represents and warrants to the other party that (i) such party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) such party has full power and authority to enter into this Assignment and to perform its obligations hereunder; (iii) the execution, delivery and performance by each party of this Assignment does not and will not conflict with any organizational document of such party, any judgment, order, decree or law applicable to such party or its assets, or any contract or other instrument to which such party or its assets is bound; and (iv) this Assignment is a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable law.
- b. Assignor represents and warrants to Assignee that (i) Assignor has good and valid title all of the Trademarks, free and clear of any security interest, pledge, lien, charge, mortgage, claim or other encumbrance (collectively, "Encumbrances") such that by virtue of this Assignment, Assignee will obtain good and valid title to the Trademarks, free and clear of all Encumbrances; (ii) to the knowledge of Assignor, none of the Trademarks infringes on, misappropriates or conflicts with any license, patent, trademark, trade name, service mark, copyright, trade secret right, trade name or other proprietary right of any third party and to the knowledge of Assignor, no person or entity is infringing any Assignor's rights under or in respect of any of the Trademarks, (iii) the consummation of the transactions contemplated by this Assignment will not create any right of termination, cancellation or reversion with respect to either Assignor's ownership or use of, or the validity, or enforceability of the Trademark anywhere in the world; and (iv) there is no claim, action, suit, proceeding or governmental investigation (each, an "Action") of any nature pending or threatened against or by Assignor or any of its affiliates relating to or affecting the Trademarks or Assignor's business and to the knowledge of Assignor, no event has occurred or circumstances exist that could reasonably be expected to give rise to, or serve as a basis for, any such Action.

3. Indemnification.

- a. Assignor shall indemnify, defend and hold harmless Assignee, its affiliates and their respective affiliates, members, shareholders, directors, managers, officers, employees, and agents (collectively, the "Assignee Indemnified Parties"), from and against any and all losses, liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, costs, fees (including reasonable investigation fees), expenses (including reasonable attorneys' and experts' fees) and disbursements (collectively, "Losses") sustained by any of such persons arising out of, resulting from or attributable to (i) the inaccuracy of any of Assignor's representations or warranties contained in Section 2,

and/or (ii) the breach of any of Assignor's covenants contained in this Agreement.

- b. Assignee shall indemnify, defend and hold harmless Assignor, its affiliates and their respective members, shareholders, affiliates, directors, managers, officers, employees, and agents (collectively, the "Assignor Indemnified Parties"), from and against any and all Losses sustained by any Assignor Indemnified Parties arising out of, resulting from or attributable to (i) the inaccuracy of any of Assignee's representations or warranties contained in Section 2, and/or (ii) Assignee's breach of any of Assignee's covenants contained in this Agreement.
 - c. The parties agree that each Assignee Indemnified Party and Assignor Indemnified Party is a third party beneficiary of this Section 3, having the benefits of, and the right to enforce, this Section 3.
4. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.
5. Governing Law; Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code. Each party irrevocably submits to the exclusive jurisdiction of, and venue in, any state or federal court located in the County of New York, New York for the purposes of any suit, action or proceeding arising out of this Agreement and hereby waives any objection or claim regarding venue or forum non conveniens.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or other electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.
7. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 10.18 of the Operating Agreement.
8. Entire Agreement. This Agreement, together with the Operating Agreement, the other IP Assignments, the GBG Services Agreement and the MC Services Agreement, contains the entire agreement and understanding of the parties, and supersedes all prior agreements, negotiations, arrangements, and understandings, relating to the subject matter of this Agreement.

9. Binding Effect; Assignment; No Amendment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns. This Agreement may be amended, modified, or terminated, and rights hereunder may be waived, only by a writing signed by the parties.

10. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first set forth above.

100MC, LLC

By: 

Name: NICHOLS GRAYSON

Title: CEO

GBG AIR BAND LLC

By: _____

Name: Robert K. Smits

Title: Secretary

[Signature Page to Trademark Assignment]

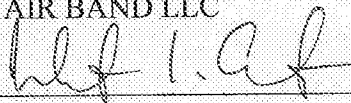
**TRADEMARK
REEL: 007299 FRAME: 0785**

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be
duly executed as of the date first set forth above.

100MC, LLC

By: _____
Name: _____
Title: _____

GBG AIR BAND LLC

By:  _____
Name: Robert K. Smits
Title: Secretary

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS

Country	Trademark Owner / Applicant	Trademark	Class(es)	Status	Application No.	Application Date	Registration No.	Registration Date	Expiry Date
USA	100MC, LLC	TURTLEMASK	25	LIVE	88820296	3/4/2020	N/A	N/A	N/A
USA	100MC, LLC	AIR BAND	25	LIVE	88854773	3/31/2020	N/A	N/A	N/A

TRADEMARK

REEL: 007299 FRAME: 0787

RECORDED: 05/20/2021