

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Josh Taylor		05/22/2013
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TSI Holdings (IP), LLC		
Street Address:	5 Penn Plaza, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85519580	RIDE REPUBLIC
CORRESPONDENCE DATA			
Fax Number:	2124255288		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	James E. Rosini, Esq.		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	15564/1040		
NAME OF SUBMITTER:	James E. Rosini, Esq.		
Signature:	/James E. Rosini/		
Date:	05/23/2013		
Total Attachments: 3 source=RIDE REPUBLIC - Executed Assignment#page1.tif source=RIDE REPUBLIC - Executed Assignment#page2.tif source=RIDE REPUBLIC - Executed Assignment#page3.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made by and between Josh Taylor, an individual residing at 310 W. Armstrong Dr. Fountainville, Pennsylvania ("**Assignor**") and TSI Holdings (IP), LLC, a Delaware limited liability company, with a principle place of business located at 5 Penn Plaza, New York, New York 10001 (the "**Assignee**").

WHEREAS, Assignor is the owner of the mark RIDE REPUBLIC (the "**Trademark**"), and holds all right, title and interest in and to the Trademark, including but not limited to U.S. Trademark Ser. No. 85519580 and common law rights related thereto; and

WHEREAS, Assignor now wishes to assign the Trademark to the Assignee, and the Assignee is desirous of acquiring the Trademark from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby assign, convey and transfer unto the Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Trademark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by the Assignee, its parents, affiliates, successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademark accruing prior to this assignment, and all rights to sue and recover damages or obtain relief for past, present and future infringements and collect same for the Assignee's sole use and enjoyment. As this assignment includes a pending application to register the Trademark under section 1(b) of the Trademark Act (15 U.S.C. § 1051(b)), Assignor and Assignee acknowledge that such assignment is an assignment to a successor to the business of the applicant, or portion thereof, to which the mark pertains, and that such business is ongoing and existing.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and title thereto as the property of the Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument, and to issue such Trademark or registrations as shall be issued upon the Trademark, or applications based thereon, to the Assignee, its successors, assigns, or legal representatives.

Assignor agrees to execute and deliver at the request of Assignee, all documents, instruments, and papers, and to perform any other reasonable acts Assignee may require in order

to transfer, perfect, enforce, and vest all of Assignor's rights, title, and interest in and to the Trademark to Assignee.

Assignor represents and warrants that he has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all liens and encumbrances of any kind, and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights.

Assignor represents and warrants that the Trademark has not been abandoned.

The Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon the Assignee and Assignor.

In the event that any provision of this Assignment is held invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or part thereof shall be considered separate from the remaining provisions of this Assignment, which remaining provisions shall remain in full force and effect. Such invalid or unenforceable provision shall be deemed revised to effect, to the fullest extent permitted by law, the intent of the parties as set forth herein.


Any failure by any party to insist upon the performance of a provision of this Assignment shall not constitute a waiver of any other right of any party that the party may have under this Assignment. Any such waiver can only be made in writing signed by the party against whom enforcement of such waiver is sought.

This Assignment shall be deemed executed in, and shall be governed and construed in accordance with the laws of the State of New York, United States of America, and the parties consent to exclusive jurisdiction and venue of the federal or state courts located in New York County.

This Assignment constitutes the entire understanding between the parties hereto and shall not be modified, amended or terminated except as provided herein or by written instrument signed by both of the parties hereto.

IN WITNESS WHEREOF, this Assignment is effective this 22 day of 11, 2012.

ASSIGNOR




By: _____

Name: _____

Title: _____

ASSIGNEE

By: 

Name: David Kestner

Title: 5/20/12
