

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motoventure, Inc.		05/21/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Emmis Publishing, L.P.		
Street Address:	40 Monument Circle		
Internal Address:	Suite 700 Emmis Plaza		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	LIMITED PARTNERSHIP: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3430388	RIDE TEXAS	
CORRESPONDENCE DATA			
Fax Number:	5125364598		
<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:	5124745201		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Richard J. Groos		
Address Line 1:	98 San Jacinto		
Address Line 2:	Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	TEAS.T0202US.AP1		
NAME OF SUBMITTER:	Richard J. Groos		
SIGNATURE:	/Richard J. Groos/		
DATE SIGNED:	07/15/2014		
Total Attachments: 4			
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TRADEMARK			

OP \$40.00 3430388

Exhibit C

Intellectual Property Assignment

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of May 21, 2014, is made by Motoventure, Inc., a Texas corporation, Valerie Asensio, and Miguel Asensio (collectively, "Sellers"), in favor of Emmis Publishing, L.P., an Indiana limited partnership, d/b/a *Texas Monthly Magazine* ("Buyer"), the purchaser of certain assets of Sellers pursuant to an Asset Purchase Agreement among Buyer and Sellers, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Sellers agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Buyer all of Sellers' right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers authorize the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Sellers shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

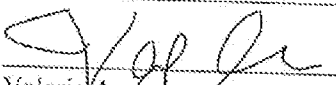
SELLERS

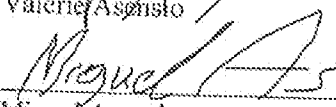
Motoventure, Inc.

By: 

Printed: VALERIE ASENSIO

Title: PRESIDENT


Valerie Asensio


Miguel Asensio

TRADEMARK

REEL: 005323 FRAME: 0030

SCHEDULE 1

TO IP ASSIGNMENT

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

- 1) USPTO Registration No. 3430388 for "Ride Texas", dated May 20, 2008; and
- 2) Domain names (to the extent consisting of common law trademark rights):
www.ridetexas.com, www.ridetexas.org, www.ridetexas.mobi and www.ridetexas.net
(the "Sites").