

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337668

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Night Out Partnership   |  | 03/31/2015            | PARTNERSHIP:       |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Night Out, Inc.                                    |                       |                    |
| <b>Street Address:</b>  | 1221 State Street Suite #206                       |                       |                    |
| <b>City:</b>  | Santa Barbara                                      |                       |                    |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                    |
| <b>Postal Code:</b>   | 93101  |                       |                    |
| <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>   | 3986554  | NIGHT OUT             |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  |  |                       |                    |
| <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>   | 8559555529   |                       |                    |
| <b>Email:</b>   | mdevincentis@panakoslaw.com                        |                       |                    |
| <b>Correspondent Name:</b>  | Mark DeVincentis                                   |                       |                    |
| <b>Address Line 1:</b>  | 555 West Beech Street, Suite 500                   |                       |                    |
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92101                        |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 0408201501   |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Mark P. DeVincentis                                |                       |                    |
| <b>SIGNATURE:</b>   | /Mark P. DeVincentis/                              |                       |                    |
| <b>DATE SIGNED:</b>   | 04/08/2015   |                       |                    |
| <b>Total Attachments: 1</b>   |  |                       |                    |
| source=Trademark Assignment#page1.tif   |  |                       |                    |

OP \$40.00 3986554

**ASSIGNMENT OF TRADEMARK**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Night Out Partnership (the "Assignor") hereby assigns, sets over, and transfers to Night Out, Inc. (the "Assignee"), effective as of the date hereof, all of the Assignor's ownership interest in the trademark of "Night Out," registered (#3986554) with the United States Patent and Trademark Office as of June 28, 2011 (the "Trademark").

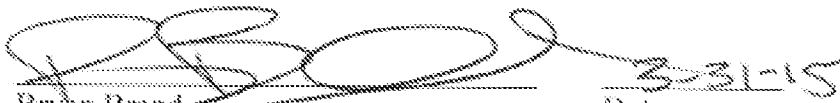
TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and

Assignor does for itself, and its successors and assigns, covenant and agree with the Assignee to specifically warrant and defend title to the said Trademark assigned hereby under the Assignee, its successors and assigns, against any and all claims thereto by whomever made by or through the Assignor; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good; its transfer is rightful; no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the Trademark referenced herein; and that the Trademark is, has been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and


Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions, or other writs of process issued against the Trademark conveyed hereunder; that it has not filed any petition in bankruptcy, nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated bankrupt; and

Assignor does, for itself, and its successors and assigns, warrant and represent that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

  
\_\_\_\_\_  
Bryan Brand  
Night Out Partnership

3-31-15  
Date

Dustyn Stutsman, as President of Night Out, Inc. does hereby accept the assignment hereunder.

  
\_\_\_\_\_  
Dustyn Stutsman, President  
Night Out, Inc.

3/31/15  
Date