

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347853

<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>
WILLIAM A. B. BLYTHE		07/02/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DMX HOLDINGS, INC.		
<b>Street Address:</b>	3990 RUTH WAY		
<b>Internal Address:</b>	SUITE D		
<b>City:</b>	PASO ROBLES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93446-5996		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2333771	ACTIVE DRY	
<b>Registration Number:</b>	1456633	DRYMAX	
<b>Registration Number:</b>	3207533	DRYMAX	
<b>Registration Number:</b>	2455837	MICROZAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>	704-331-2498		
<b>Email:</b>	barbarabrown@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BLVD, SUITE 400		
<b>Address Line 2:</b>	POST OFFICE BOX 13706		
<b>Address Line 4:</b>	RESEARCH TRIANGLE PK, NORTH CAROLINA 27709		
<b>ATTORNEY DOCKET NUMBER:</b>	036063.000001		
<b>NAME OF SUBMITTER:</b>	W. KEVIN RANSOM		
<b>SIGNATURE:</b>	/W. Kevin Ransom/		
<b>DATE SIGNED:</b>	07/13/2015		

OP \$115.00 2333771

**Total Attachments: 3**

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## ASSIGNMENT

This assignment agreement ("Assignment") is entered into as of the 2<sup>nd</sup> day of July, 2015 by and between William A. B. Blythe, a California resident (the "Assignor") and DMX Holdings, Inc., a North Carolina Corporation having a principal place of business at 3990 Ruth Way, Suite D, Paso Robles, CA 93446-5996 (the "Assignee").

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the trademarks listed on Exhibit A (the "Trademarks"); and

**WHEREAS**, Assignor wishes to transfer and assign all right, title, and interest in and to the Trademarks to Assignee, and Assignee is desirous of receiving such right, title, and interest;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's worldwide right, title, and interest in and to the Trademarks, including (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks, including all extensions, renewals, and foreign counterparts thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, (vi) the right to sue for past, present, and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom, and (vii) any all proceedings of any kind, past, existing, or in the future involving rights associated therewith; the same to be held and enjoyed by Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

3. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Trademarks to (i) obtain and enforce trademark or other legal protection of any of the Trademarks in the United States or in a foreign country; (ii) give full effect to and perfect the rights of Assignee under this Assignment, including but not limited to executing all documents necessary to register in the name of Assignee the assignment of the Trademarks with the appropriate government offices; and (iii) enforce Assignee's interest in the Trademarks.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally blank – signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this document, through their duly authorized representatives.

**WILLIAM A. B. BLYTHE**

Assignor

By: 

Name: William A. B. Blythe

**DMX HOLDINGS, INC.**, a North Carolina  
Corporation

Assignee

By: 

Name: William A. B. Blythe

Title: President

**Exhibit A**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
IB	ACTIVE DRY	924,314	5/16/2007
USA	ACTIVE DRY	2,333,771	3/21/2000
IB	DRYMAX	882,635	3/10/2006
NZ	DRYMAX	777,097	2/12/2009
USA	DRYMAX	1,456,633	9/8/1987
USA	DRYMAX	3,207,533	2/13/2007
USA	MICROZAP	2,455,837	5/29/2001