

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aphex, LLC		07/20/2015	LIMITED LIABILITY COMPANY: UTAH
DW Collection, LLC		07/20/2015	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Aphexoz, LLC
Street Address:	222 E Carrillo St Ste 400
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1671597	APHEX
Registration Number:	3535791	AURAL EXCITER
Registration Number:	1786623	BIG BOTTOM
Registration Number:	3600723	COMPELLOR
Registration Number:	1928583	EASYRIDER
Registration Number:	1964525	TUBESSENCE
Registration Number:	4498647	AUDIO XCITER

CORRESPONDENCE DATA

Fax Number: 8015366111

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.

Phone: 8015321234

Email: trademarks@parsonsbehle.com

Correspondent Name: Mark E. Lehman

Address Line 1: 201 South Main Street, Suite 1800

Address Line 4: Salt Lake City, UTAH 84111

OP \$190.00 1671597

ATTORNEY DOCKET NUMBER:	22658.001 #1
NAME OF SUBMITTER:	Sarah E.Jelsema
SIGNATURE:	/Sarah E. Jelsema/
DATE SIGNED:	07/21/2015
Total Attachments: 4 source=22658.001_trademark assignment#page1.tif source=22658.001_trademark assignment#page2.tif source=22658.001_trademark assignment#page3.tif source=22658.001_trademark assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), is entered into between:

Aphex, LLC, a Utah limited liability company and subsidiary of
DW Collection, LLC, a Utah limited liability company,
(both collectively "Seller"); and

Aphexoz, LLC, a California limited liability company ("Buyer").

WHEREAS, pursuant to the Asset Purchase Agreement effective as of June 8, 2015, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in the Assigned Trademarks listed in Schedule 1, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

(a) Seller hereby assigns and transfers to Buyer and its successors and assigns all right, title, and interest in and to the Seller's Assigned Trademarks, service marks, logos, materials, royalties, rents, and any and all other benefits related to the Assigned Trademarks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Assigned Trademarks, and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding, such assignment being irrevocable and without reservation of any kind.


2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller 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 Trademarks are properly assigned to Seller, 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 Trademarks 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.

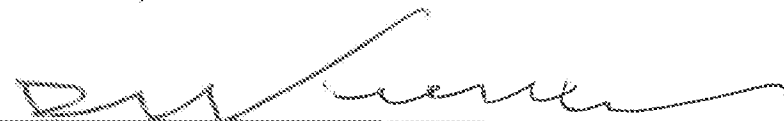
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

Aphex, LLC

By: 
Name: David Wiener
Title: Chief Executive Officer 7/20/15

DW Collection, LLC

By: 
Name: David Wiener
Title: Chief Executive Officer 7/20/15

Aphexoz, LLC

By: _____
Name: Peter Freedman
Title: Manager

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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Aphex, LLC

By: _____

Name: David Wiener

Title: Chief Executive Officer

DW Collection, LLC

By: _____

Name: David Wiener

Title: Chief Executive Officer

Aphexoz, LLC

By:  _____

Name: Peter Freedman

Title: Manager

7/20/15

Schedule 1

REGISTERED TRADEMARKS

	Mark	Registration No.	Country
1.	Aphex [®]	1671597	US
2.	Aural Exciter [®]	3535791	US
3.	Big Bottom [®]	1786623	US
4.	Compellor [®]	3600723	US
5.	Easy Rider [®]	1928583	US
6.	Tubessence [®]	1964525	US ¹
7.	Audio Xciter [®]	4498647	US
8.	Audio Xciter [®]	11583266	China

PENDING TRADEMARK APPLICATION

	Mark	Application/ Registration No.	Country
9.	Aphex [®]	12707833	China

¹ Upcoming deadline: Section 8 Affidavit & Section 9 Renewal are due October 17, 2015.