

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371746

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900351608		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAP Worldwide LLC		01/25/2016	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turn 5, Inc.		
<b>Street Address:</b>	7 Lee Blvd		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85669390	RED ROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158218102		
<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>	2158218102		
<b>Email:</b>	patents@schottpc.com		
<b>Correspondent Name:</b>	Stephen Schott		
<b>Address Line 1:</b>	687 West Lancaster Ave.		
<b>Address Line 4:</b>	Wayne, PENNSYLVANIA 19087		
<b>ATTORNEY DOCKET NUMBER:</b>	TRN.T005.US.02		
<b>NAME OF SUBMITTER:</b>	Stephen B. Schott		
<b>SIGNATURE:</b>	/Stephen B. Schott/		
<b>DATE SIGNED:</b>	02/03/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between TAP Worldwide, LLC, a limited liability company organized and existing under the laws of Delaware, located at 400 West Artesia Blvd., Compton, California 90220 ("TAP") and Turn 5, Inc., a corporation organized and existing under the laws of Pennsylvania, located at 7 Lee Blvd, Malvern, PA 19355 ("Turn 5").

TAP and Turn 5 are hereinafter referred to, individually, as "Party" and collectively, as "Parties."

TAP is the owner of the trademarks and trademark applications including any common law rights therein for the marks identified in Appendix 1 ("the Trademarks"). Turn 5 desires to acquire from TAP the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks in accordance with the terms and conditions of this Agreement.

The Parties hereto agree as follows:

1. For and in consideration of the sum of [REDACTED] US dollars paid by Turn 5 to TAP within 15 calendar days of mutual execution of this Agreement, TAP does hereby assign to Turn 5 all rights, title and interests derived from and in connection with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Turn 5 as fully and entirely as said interest could have been held and enjoyed by TAP had this sale, assignment, transfer and conveyance not been made.
2. TAP represents and warrants that it is the sole owner of the applications and registrations identified in Appendix 1. The Trademarks are assigned in their present legal status as delineated in Appendix 1.
3. TAP shall furnish Turn 5 with all reasonably required information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in Turn 5. TAP shall also furnish Turn 5 with the original certificates covering the Trademarks if currently in TAP's possession. TAP will further forward any correspondence received from government agencies regarding the Trademarks.
4. Turn 5 will take steps to record the ownership change regarding the Trademarks to the proper authority in each affected territory for the Trademarks. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be reasonably required in connection with the implementation of any portion of this Agreement.

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5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Delaware.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through *bona fide* negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 25<sup>th</sup> day of January, 2016.

For and on behalf of TAP

Signature: \_\_\_\_\_

By: Robert S. Ray

Title: Deputy General Counsel

For and on behalf of Turn 5

Signature: \_\_\_\_\_

By: DANIEL FRANK

Title: Corporate Counsel

## APPENDIX 1

Country	Case Type	Trademark Name	Status	App. No.	FileDate	Reg. No.	RegDate
US	PRI	RED ROCK	Allowed	85/669,390	05-Jul-2012		
CA	ORD	RED ROCK	Allowed	1586739	18-Jul-2012		
AU	MPR	RED ROCK	Registered	1139975	17-Jul-2012	1532452	16-Jul-2014
EM	MPR	RED ROCK	Registered	1139975	17-Jul-2012	1139975	22-Oct-2013
JP	MPR	RED ROCK	Registered	1139975	17-Jul-2012	1139975	20-Sep-2013
WO	ORD	RED ROCK	Registered	A0030844	17-Jul-2012	1139975	17-Jul-2012

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ETAS ID: TM370430

<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>
TAP Worldwide LLC		01/25/2016	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Turn 5, Inc.		
<b>Street Address:</b>	7 Lee Blvd		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85669390	RED ROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158218102		
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<b>Address Line 1:</b>	687 West Lancaster Ave.		
<b>Address Line 4:</b>	Wayne, PENNSYLVANIA 19087		
<b>NAME OF SUBMITTER:</b>	Stephen B Schott		
<b>SIGNATURE:</b>	/Stephen B Schott/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 3</b>			
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