

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moto Entertainment LLC		12/31/2014	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Moto Entertainment Inc.		
Street Address:	10531 4S Commons Drive		
Internal Address:	#509		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3882379	MOTO ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	donavan@Motoent.com		
Correspondent Name:	Donavan Lowtan		
Address Line 1:	10531 4S Commons Drive		
Address Line 2:	#509		
Address Line 4:	San Diego, CALIFORNIA 92127		
NAME OF SUBMITTER:	Donavan Lowtan		
SIGNATURE:	/Donavan Lowtan/		
DATE SIGNED:	05/24/2016		
Total Attachments: 3			
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OP \$40.00 3882379

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is entered into this 31st day of December, 2014 (the “**Effective Date**”) by and between Moto Entertainment LLC a California limited liability company, (the “**Assignor**”) and Moto Entertainment Inc., a California corporation (the “**Assignee**”). Assignor and Assignee are each, a “**Party**” and collectively, the “**Parties**”.

RECITALS

WHEREAS, the Assignor owns the United States Registered Trademark “Moto Entertainment” with Registration Number 3882379 (the “**Registered Trademark**”);

WHEREAS, the Assignor is converting from a limited liability company to a corporation in accordance with that certain Agreement and Plan of Reorganization dated the 10th day of November 2014 pursuant to which the Assignor assigns to the Assignee all rights to properties, including the Registered Trademark; and

WHEREAS the Assignee desires to acquire all of the Assignor’s right, title and interest, in and to the Registered Trademark upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1.1 The Assignor hereby conveys and assigns to the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor’s right, title and interest in and to the Registered Trademark.

Section 1.2 In consideration for the Registered Trademark, the Assignee shall pay the Assignor One Dollar (\$1.00).

GENERAL

Section 2.1 Governing Law. The laws of the State of California (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in San Diego, California, and each Party submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each Party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or

federal court sitting in San Diego, California; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 2.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties in respect of their subject matters and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or thereof. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. No third-party shall benefit from or have rights under or with respect to this Agreement except as provided for herein.

Section 2.3 Amendments and Waivers. No amendment, modification, replacement, termination or cancellation of any provision of this Agreement shall be valid, unless the same shall be in writing and signed by each Party. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior, or subsequent such, occurrence. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

Section 2.4 Authority. Each Party hereby represents and warrants that the person or persons signing on its behalf is or are authorized to do so.

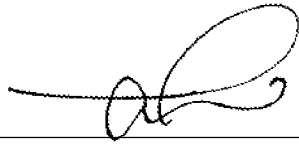
Section 2.5 Interpretation and Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

Section 2.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. A copy transmitted via facsimile of this Agreement, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature(s) as originally written of such parties.

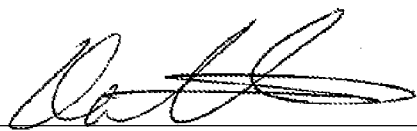
[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

MOTO ENTERTAINMENT LLC

Sign: 
Name: Christina Nichols
Title: CFO

MOTO ENTERTAINMENT INC.

Sign: 
Name: Donavan Lowtan
Title: Vice President