

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vander Music Incorporated		04/07/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Concord Bicycle Assets, LLC		
Street Address:	100 North Crescent Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86819554	EM	
Serial Number:	86819540	VM	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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>			
Phone:	213.929.2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 East Van Buren Street		
Address Line 2:	Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	70982.00002		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	08/09/2016		
Total Attachments: 7			
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EXHIBIT C-1

ASSIGNMENT OF TRADEMARKS

Reference is made to the Asset Purchase and Sale Agreement (the "Purchase Agreement") dated as of April 7, 2016 (the "Closing Date"), by and among EDITORA MUSICAL MUSART S.A. DE C.V., a corporation established under the laws of Mexico ("Edimusa"), BALBOA RECORDS COMPANY, a California corporation ("Balboa US"), VANDER MUSIC INC., a California Corporation ("Vander US") and BALBOA VANDER DE COLOMBIA, S.A., a corporation established under the laws of Colombia (collectively with Edimusa, Balboa US and Vander US, the "Assignors") and CONCORD BICYCLE ASSETS, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby unconditionally and irrevocably sells, conveys, grants, assigns, transfers and delivers unto Assignee, One Hundred Percent (100%) of each Assignor's right, title and interest in and to the Trademarks.

For purposes of this Assignment of Trademarks, the "Trademarks" shall mean the entire right, title and interest in and to the trademarks which are owned or controlled by an Assignor, including without limitation, the Trademarks which are set forth on Schedule A attached hereto (or if not set forth on Schedule A, those Trademarks which are otherwise deemed Trademarks pursuant to the Purchase Agreement), throughout the world, whether registered or unregistered, and the U.S. and foreign registrations and applications for registration thereof, all renewals and extensions thereof, and all common law rights relating thereto, together with the rights derived from their prior use, image, trade dress, all translations, adaptations, modifications, derivations and combinations thereof, and including all goodwill associated therewith throughout the world, and the right to sue and recover for infringements arising prior to, on or after the Closing Date.

Nothing herein shall be construed to modify or vitiate or expand the terms and conditions of the Purchase Agreement. To the extent there is any conflict between any provisions of this Assignment of Trademarks and any provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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

This agreement shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

This agreement may be executed by facsimile signatures, or by signatures transmitted by electronic means intended to preserve the original graphic and pictorial appearance thereof, and

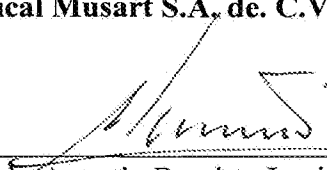
in as many counterparts as may be required. All counterparts shall collectively constitute one and the same document.

[Signature Page Follows]

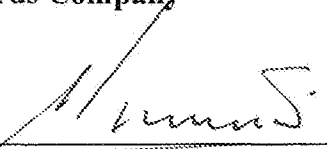
IN WITNESS WHEREOF, this Assignment of Trademarks has been executed as of the date first above written.

ASSIGNORS:

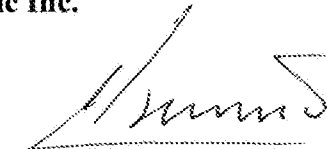
Editora Musical Musart S.A. de. C.V.

By: 
Name: Eduardo Antonio Baptista Lucio
Title: Authorized Signatory

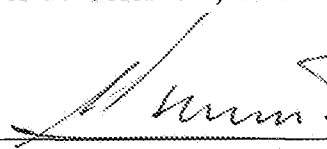
Balboa Records Company

By: 
Name: Eduardo Antonio Baptista Lucio
Title: Authorized Signatory

Vander Music Inc.


By: 
Name: Eduardo Antonio Baptista Lucio
Title: Authorized Signatory

Balboa Vander de Colombia, S.A.

By: 
Name: Eduardo Antonio Baptista Lucio
Title: Authorized Signatory

ASSIGNEE:

Concord Bicycle Assets, LLC

By: 
Name: William Salvo
Title: Chief Copy Development Officer

SCHEDULE A

Trademarks

[See attached.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On APRIL 7, 2016 before me, Carol J. Delfosse-Kidd, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared EDUARDO A. BATTISTA LUCIO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carol J. Delfosse-Kidd
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document C-1 - ASSIGNMENT
Title or Type of Document: OF TRADEMARKS Document Date: 4-7-2016
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

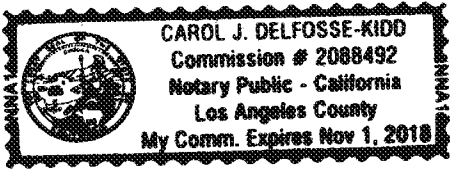
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On APRIL 7, 2016 before me, Carol J. Delfosse-Kidd, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared STEVEN A. SALM
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carol J. Delfosse-Kidd
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document C-1 - ASSIGNMENT
Title or Type of Document: OF TRADEMARKS Document Date: 4-7-2016
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

3. U.S. Trademarks – Vander Music, Inc.

Title.- EDIMUSA (and design)

Trademark-

Country .- USA

File.- 86819554

Kind.- 36 - Internacional

Products.- License in order to collect on behalf songwriters and publishers and made payments to the owners of music works and songs.

Application date. November 11, 2015

Validity.- 10 years

Expiration date.- Renewal Requested. IN PROCESS.

Title.- VANDER (and design)

Trademark-

Country .- USA

File.- 86819540

Kind.- 36 - Internacional

Products License in order to collect on behalf songwriters and publishers and made payments to the owners of music works and songs.

Application date. November 11, 2015

Validity.- 10 years

Expiration date.- Renewal Requested. IN PROCESS.

4. Mexican Registrations – Vander Music, Inc.

Title .- PREDISA (and design)

Trademark number - 1131502 (previous –606907)

File .- 1029088 (previous-335863)

Kind.- Composite (logo and denomination).

Type.- 41

Products.- Services provided in relation with representation and administration publishers activities.

Application date (legal).- August 25, 2009 (previous June 11, 1998)

First use date.- December 31, 1964

Validity.- 10 years

Expiration.- August 25, 2019

Previous Owner.- Promociones y Ediciones Internacionales,S.A. de C.V.

Acquisition April 27, 1999 – recorded on October 25, 2000 in the previous registration (No. 606907).

Title.- PREDISA (y design)

Trademark number.- 1126959 (anterior-606906)

File.- 1029087 (previous-335862)

Kind.- Composite (logo and denomination)

Type.- 41