

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411774

<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>
DISCOS MUSART, S.A. DE C.V.		04/07/2016	Corporation: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Concord Bicycle Assets, LLC		
<b>Street Address:</b>	100 North Crescent Drive		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1104665	MUSART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213.929.2500		
<b>Email:</b>	ipladocket@swlaw.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	70982.00002		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	01/10/2017		
<b>Total Attachments: 7</b>			
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source=70982.00002 - Discos Musart S.A. DE C.V. - US Assignment#page2.tif			
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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 DISCOS MUSART, S.A. DE C.V., a corporation established under the laws of Mexico ("Musart"), BALBOA RECORDS COMPANY, a California corporation ("Balboa US"), BALBOA RECORDS, CO. de MEXICO, S.A. de C.V., a corporation established under the laws of Mexico ("Balboa Mexico") and BALBOA VANDER DE COLOMBIA, S.A., a corporation established under the laws of Colombia (collectively with Musart, Balboa US and Balboa Mexico, 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.

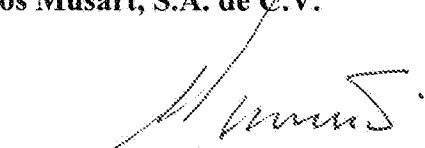
This agreement may be executed by facsimile signatures, or by signatures transmitted by electronic means intended to preserve the original graphic and pictorial appearance thereof, and in as many counterparts as may be required. All counterparts shall collectively constitute one and the same document.

[Signature Page Follows]

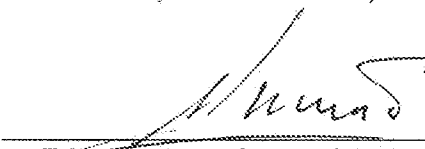
IN WITNESS WHEREOF, this Assignment of Trademarks has been executed as of the date first above written.

**ASSIGNORS:**

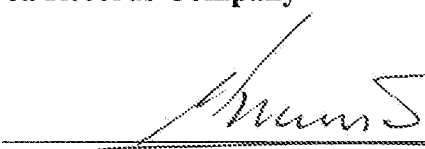
**Discos Musart, S.A. de C.V.**

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

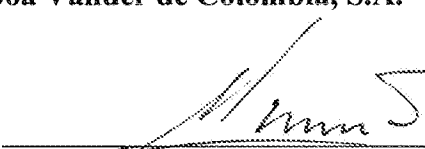
**Balboa Records, Co. de Mexico, S.A. de C.V**

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

**Balboa Records Company**

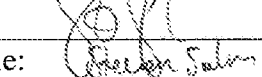
By:   
Name: Eduardo Antonio Baptista Lucio  
Title: Authorized Signatory

**Balboa Vander de Colombia, S.A.**

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

**ASSIGNEE:**

**Concord Bicycle Assets, LLC**

By:   
Name: Chelsea Salas  
Title: Chief Corp Dev 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. BARTISTA 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 [Handwritten Signature]
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**

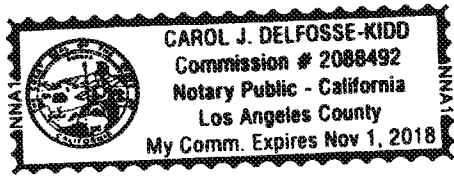
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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**

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 Q-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: \_\_\_\_\_



**Five - year payment** .- Abolished according to the Trademark Act from May 1999.

**Title.- MUSART (and design)**

**TRADEMARK.-** 2002044/9

**Country.- Spain**

**Class.-** 35 International

**Products.-** Services for management of a commercial business of all kinds of musical instruments and phonograph records, cassettes, video-tape, CD, advertising on radio, film, television and other advertising media representation services of authors and composers music publishers.

**Validity.-**10 years

**Expiration Date.-** December 18, 2025

**Quinquennium payment** suppressed according to the Trademark Act from May 1999.

**Title.- MUSART (and design)**

**TRADEMARK.-** 2002045/7

**Country.- Spain**

**Class.-** 41 International

**Products.-** Production of radio, film, television, representation and contracting services class artists, whether or not forming part of the cast of the company.

**Validity.-**10 years

**Expiration Date.-** December 18, 2025

**Quinquennium.- payment** suppressed according to the Trademark Act from May 1999.

**Title.- MUSART**

**TRADEMARK.-** 9219-01 (Step 86339)

**Country.- Ecuador**

**Class.-** 9 - International.

**Products.-** phonograph records, CDs, cassettes and media generally sound reproduction.

**Validity.-**10 years

**Expiration Date.-** February 8, 2021

**Title.- MUSART**

**TRADEMARK.-** 1104.665

**Country.- US**

**Class.-** 9 - International (36 US)

**First use -.** 1959

**Products.-** phonograph records and tapes

**Validity.-**10 years

**Expiration Date.-** October 24, 2018

**Payments** Every 5 years (quinquennial)

**Title.- MUSART (and design)**

**TRADEMARK.-** 2002042/2

**Country.- Spain**