

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DA VINCI SPORTS.COM, INC.		06/08/2007	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KSM Nytro, Inc.		
Street Address:	247 23rd Street		
City:	Del Mar		
State/Country:	CALIFORNIA		
Postal Code:	92014		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2000693	NYTRO	
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>			
Phone:	6196992633		
Email:	sdtrademark@dlapiper.com, christina.duenas@dlapiper.com		
Correspondent Name:	Christina Dueñas on Behalf of M. Kagnoff		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	Ksm Nytro		
NAME OF SUBMITTER:	Christina Dueñas		
SIGNATURE:	/cd/		
DATE SIGNED:	03/07/2017		
Total Attachments: 4			
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OP \$40.00 2000693

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is entered into as of JUNE 8 2007, by and between Da Vinci Sports.com, Inc., a California corporation ("Assignor"), and KSM Nytro, Inc., a California corporation ("Assignee").

BACKGROUND

Pursuant to and in connection with the Stock Purchase Agreement dated JUNE 8, 2007 by and between Craig V. Turner and Susan A. Turner Trustees of the C&S Turner Trust and Evan J. McDowell, Trustee of the Evan "Skip" McDowell Jr. Revocable Trust (the "Stock Purchase Agreement"), Assignee desires to acquire all right, title and interest Assignor may have in and to the trademark detailed on Schedule A attached hereto and all trademark registrations or applications applied or obtained therefor and the goodwill of Assignor's business associated therewith (collectively, the "Assigned Trademark").

AGREEMENT

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in, to and under the Assigned Trademark, and further, all rights and privileges pertaining to the Assigned Trademark, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.
2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States and any foreign country for trademark registrations or other forms of protection for the Assigned Trademark and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization. Wherever necessary or desirable, Assignor agrees to review and execute any or all documents to give effect to this provision.
3. Authorization of Trademark Offices to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark registrations or other proper protection for the Assigned Trademark, and to claim the aforesaid benefits of the right of priority provided by any convention, treaty or agreement, and to bring all actions or proceedings in its own name, of right, without further consent of Assignor.

4. Further Assurances. Assignor agrees to take such further action and to execute such further documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Assigned Trademark and any improvements thereunder.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

6. Cooperation. Assignor shall use Assignor's best efforts to cooperate fully with Assignee and shall retain and give Assignee reasonable and necessary access to all of Assignor's relevant books and records and make all relevant personnel reasonably available as witnesses (all of the foregoing at Assignee's sole expense) in connection with any litigation or enforcement efforts relating to the Assigned Trademark. As part of such cooperation, Assignee may join Assignor as a party if the need arises, although such joinder shall be solely at Assignee's expense (including the payment of Assignor's attorneys fees).

7. Entire Agreement. This Assignment, together with the Stock Purchase Agreement and all documents executed in connection with the Stock Purchase Agreement, constitutes the complete, final and entire agreement between the parties relating to its subject matter and supersedes any previous or contemporary understandings or agreements between the parties relating to its subject matter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the day and year first herein above written.

ASSIGNOR

DA VINCI SPORTS.COM, INC.
a California corporation

By: 

Name: Craig V. Turner

Title: Chief Executive Officer

ASSIGNEE

KSM NYTRO, INC.

a California corporation

By: 

Name: Evan J. McDowell

Title: President

SCHEDULE A

Trademarks

Trademark Registration

Country	Mark	Registration	Registration Number
United States	NYTRO	September 17, 1996	2,000,693