

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liquid Asset Partners, LLC		12/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DMS Apex Holdings LLC		
Street Address:	31B Crossway East		
City:	Bohemia		
State/Country:	NEW YORK		
Postal Code:	11716		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87556139	BARBER	
Serial Number:	87556184	SKIP BARBER	
Serial Number:	87556262	SKIP BARBER RACING	
Serial Number:	87556284	SKIP BARBER RACING SCHOOL	
Serial Number:	87556299	SKIP BARBER RACE SERIES	
Serial Number:	87556313	SKIP BARBER	
Serial Number:	87556338	SKIP BARBER RACING	
Serial Number:	87556354	SKIP BARBER RACING SCHOOL	
Serial Number:	87556369	SKIP BARBER RACE SERIES	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	56730.02_Legrand		

OP \$240.00 87556139

NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	12/18/2017
Total Attachments: 4 source=2017 Dec 18 IP Property Assignment from Liquid Asset Partners LLC to DMS Apex Holdings LLC#page1.tif source=2017 Dec 18 IP Property Assignment from Liquid Asset Partners LLC to DMS Apex Holdings LLC#page2.tif source=2017 Dec 18 IP Property Assignment from Liquid Asset Partners LLC to DMS Apex Holdings LLC#page3.tif source=2017 Dec 18 IP Property Assignment from Liquid Asset Partners LLC to DMS Apex Holdings LLC#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of December 18, 2017 (the "Effective Date"), by Liquid Asset Partners, LLC, a Delaware limited liability company ("Assignor") and DMS Apex Holdings LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor owns all right, title, and interest in and to the U.S. trademark applications and copyright registrations listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "APA"), pursuant to which Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the Purchase Price (as defined in the APA) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title, and interest in and to the Intellectual Property, free and clear of any liens, including, without limitation, all associated goodwill, all applications, renewals, registrations, substitutions, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement of any of the Intellectual Property. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the Register of Copyrights to record this assignment.
2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and perform all lawful acts reasonably necessary and proper to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain, protect, maintain, and enforce the Intellectual Property. If Assignor does not execute any such lawful papers regarding the Intellectual Property, Assignor appoints Assignee as its attorney-in-fact, and provides it with full authority and power, to take all such actions regarding the Intellectual Property.
3. Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile or portable document format (.pdf)) for the convenience of the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

LIQUID ASSET PARTNERS, LLC

By 
Name: *William Melvin*
Title: *Member/CEO*

ASSIGNEE:

DMS APEX HOLDINGS LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.


ASSIGNOR:

LIQUID ASSET PARTNERS, LLC

By _____
Name:
Title:

ASSIGNEE:

DMS APEX HOLDINGS LLC

By 
Name: Anthony DeMott
Title: Pres

**SCHEDULE 1
INTELLECTUAL PROPERTY**

U.S. Trademark Applications:

TRADEMARK	SERIAL NUMBER
Barber	87556139
Skip Barber	87556184
Skip Barber Racing	87556262
Skip Barber Racing School	87556284
Skip Barber Race Series	87556299
Skip Barber (logo)	87556313
Skip Barber Racing (logo)	87556338
Skip Barber Racing School (logo)	87556354
Skip Barber Race Series (logo)	87556369

U.S. Copyright Registrations:

Going faster! : mastering the art of race driving. TX0005260959 (1997)
Going faster / producer-director, Terry Lingner. PA0000315698 (1986)