

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484546

<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>
GP TM Acquisition LLC		07/12/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dunham Media Associates, LLC		
<b>Street Address:</b>	1235 Belvin Street		
<b>City:</b>	San Marcos		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78666		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3430388	RIDE TEXAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2102268395		
<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>	(512) 703-6300		
<b>Email:</b>	ipdocket@dykema.com		
<b>Correspondent Name:</b>	Dykema Gossett P.L.L.C.		
<b>Address Line 1:</b>	111 Congress Blvd., Suite 1800		
<b>Address Line 2:</b>	ATTN: Sherri Wilson		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Sherri Wilson		
<b>SIGNATURE:</b>	/Sherri Wilson/		
<b>DATE SIGNED:</b>	08/02/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 12, 2018, is made by GP TM ACQUISITION LLC ("Seller"), a Delaware limited liability company, located at 2000 Edwards Street, Suite B, Houston, Texas 77007, in favor of Dunham Media Associates, LLC ("Buyer"), a Texas Domestic Limited Liability Company (LLC), located at 1235 Belvin Street, San Marcos, Texas 78666, the purchaser of certain assets of Seller pursuant to a certain Asset Purchase Agreement between Buyer and Seller, dated as of July 12, 2018 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller will, at Buyer's sole expense, give Buyer or its nominee all assistance reasonably requested by Buyer to perfect Buyer's rights, titles, and interests in and to the Assigned Trademarks, including without limitation the execution, acknowledgement, and delivery of all documents necessary to effectuate the intent of this Trademark Assignment.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

GP TM ACQUISITION LLC

By: Laura Beckworth

Name: Laura Beckworth

Title: General Counsel

Address for Notices: P.O. Box 1569  
Austin, TX 78767-1569

AGREED TO AND ACCEPTED:

DUNHAM MEDIA ASSOCIATES  
LLC

By: David B. Dunham

Name: David B. Dunham

Title:

Address for Notices:

Schedule 1

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
RIDE TEXAS	United States	3430388	May 20, 2008