

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545484

<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>
ANTHONY BRUMMEL		10/01/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONCORD BICYCLE ASSETS, LLC		
<b>Street Address:</b>	5750 Wilshire Blvd.		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1886529	VICTORY RECORDS	
<b>Registration Number:</b>	2290759	VICTORY RECORDS	
<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>	70982.00009		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	10/16/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

Reference is made to the Asset Purchase Agreement (the "Purchase Agreement") effective as of October 1, 2019 (the "Effective Date") by and between VICTORY RECORDS, INC., an Illinois corporation, ANOTHER VICTORY INC., an Illinois corporation (individually and collectively, "Assignor") and CONCORD BICYCLE ASSETS, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used herein without definition have the meanings given to them in the Purchase Agreement. For the purposes of this Assignment of Trademarks, ANTHONY BRUMMEL, an individual, shall be included (individually and collectively), as Assignor.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, grants, assigns and delivers to Assignee and its successors and assigns, as of the Effective Date, One Hundred Percent (100%) of all of Assignor's right, title and interest in and to the Trademarks (as defined below).

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 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 all rights derived from their prior use and including all goodwill associated therewith throughout the world, and the right to sue and recover for infringements occurring prior to, on or after the Effective Date; provided, however, that Trademarks shall not include trademarks or brands not related to the name "Victory" in any manner and not related to Seller's music business as conducted immediately prior to the date hereof.

Assignor hereby agrees that Assignee shall have the right, at its sole cost and expense, to record this instrument of assignment with the United States Patent and Trademark Office and any other agency, office or authority in any and all other jurisdictions and countries of the world, so as to establish Assignee as owner of record of the Trademarks.

Assignor further agrees, at Assignee's reasonable request, to take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the terms and intent of this Assignment of Trademarks.

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 be governed by, interpreted and enforced in accordance with the laws of the State of California without regard to conflict of laws rules.

If any part or provision of this agreement is determined by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this agreement shall continue with full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the 1st day of October, 2019.

ASSIGNOR:

VICTORY RECORDS, INC.

By: 

Name: Anthony K. Brummel  
Title: President

ANOTHER VICTORY INC.

By: 

Name: Anthony K. Brummel  
Title: President

ANTHONY BRUMMEL

ASSIGNEE:

CONCORD BICYCLE ASSETS, LLC

By: 

Name: LAWRENCE J. BUAYRE

Title: Chief Legal Officer

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.

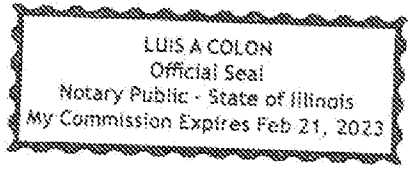
State of Illinois

County of Cook

On this 21 day of September, 2019, before me, Luis Colon, the undersigned Notary Public, personally appeared Anthony K Brunel, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Schedule A

TRADEMARK	CLASS	COUNTRY	SERIAL NO.	REGISTRATION NO.
VICTORY RECORDS	9	US	74/163958	1,886,529
	9	US	75/038717	2,290,759