

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Rhett Reynolds		08/22/2011	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City Cycle IP, LLC		
<b>Street Address:</b>	9063 East River Road		
<b>City:</b>	Venice		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34293		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85214413	CITY CYCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(952)885-5969		
<b>Phone:</b>	9528855999		
<b>Email:</b>	trademarks@mmblawfirm.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Ryan R. Palmer		
<b>Address Line 1:</b>	8000 Norman Center Drive		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55437		
<b>ATTORNEY DOCKET NUMBER:</b>	CITY CYCLE ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Ryan R. Palmer, Attorney for R'ing Pty		
<b>Signature:</b>	/Ryan R. Palmer/		

OP \$40.00 85214413

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**TRADEMARK**  
**REEL: 004630 FRAME: 0877**

Date:

09/27/2011

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 22<sup>nd</sup> day of August, 2011 (the "Effective Date") by **Rhett Reynolds**, an individual residing in Florida ("Assignor"), in favor of **City Cycle IP, LLC**, a Florida limited liability company ("Assignee").

Assignor owns the following mark (the "Mark") registered with the United States Patent and Trademark Office (the "USPTO"):

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
CITY CYCLE	85214413	Pending

Assignee wishes to acquire the Mark and the pending registration relating to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill symbolized by the Mark, the right to register the Mark and secure any renewals, reissues and extensions of the Mark throughout the world. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registrations thereof or associated goodwill.
2. Assignee shall record a fully-executed copy of this Assignment with the USPTO or any other agency having jurisdiction over the ownership of the Mark.
3. Assignor shall make no further use of the Mark on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Mark after the date of this Assignment.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this Assignment, declares: that Assignor is the owner of the Mark as recited above; and that the information set forth in this Assignment is true.

Assignor agrees and acknowledges that this Assignment will be recorded with the United States Patent and Trademark Office and that its contents will be publicly available.

Assignor is signing this Assignment on the Effective Date.

**ASSIGNOR:**



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Rhett Reynolds

MMB: 4820-0702-8746, V. 1