

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPD Brands, LLC		02/25/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Flight Patterns, LLC		
Street Address:	4200 Sepulveda Blvd., Suite 102		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90230		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4422301	FLIGHT PATTERNS	
Serial Number:	85255226	FLIGHT PATTERNS	
Registration Number:	4422302	FLIGHT PATTERNS	
Registration Number:	4459462	FLIGHT PATTERNS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(310) 746-9810		
Email:	uspto@stubbsalderton.com		
Correspondent Name:	Konrad Gatien		
Address Line 1:	1453 3rd Street Promenade, Suite 300		
Address Line 2:	Stubbs Alderton & Markiles, LLP		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
ATTORNEY DOCKET NUMBER:	FLIGHT PATTERNS		
NAME OF SUBMITTER:	Konrad Gatien		
SIGNATURE:	/s/		
DATE SIGNED:	04/17/2014		
Total Attachments: 4			

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ASSIGNMENT OF TRADEMARKS AND GOODWILL

This Assignment of Trademarks and Goodwill (this "Assignment") is made effective February 25, 2014 (the "Effective Date"), from SPD Brands, LLC, a California limited liability company with a principal place of business at 432 Culver Blvd., Playa Del Rey, California 90293 ("Assignor"), to Flight Patterns, LLC, a California limited liability company with a principal place of business at 4200 Sepulveda Blvd., Suite 102, Culver City, California 90230 ("Assignee").

RECITALS

A. With respect to the trademarks described in the Schedule below (the "Trademarks"), Assignor has registered (or has applied for registration of) and is the sole owner of the Trademarks.

B. Pursuant to that certain Operating Agreement of Flight Patterns, LLC dated concurrently herewith, Assignor has agreed to assign the Trademarks to Assignee, and Assignee wishes to acquire the Trademarks.

C. This assignment constitutes an assignment of the Trademarks to Assignee, as a successor to the portion of the business of Assignor to which the Trademarks pertain.

1. ASSIGNMENT

In consideration for Assignor's membership interest in Assignee, receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the name "Flight Patterns" and the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registration thereof, and all rights of action, powers, and benefits belonging or accrued to the Trademarks, including the right to take action against any person for any infringement of the Trademarks occurring before the Effective Date of this Assignment.

Schedule

<u>Trademarks</u>	<u>Registration/Serial No.</u>	<u>Class(es)</u>
Flight Patterns	4422302	IC 025; US 022 039
Flight Patterns	4422301	IC 016; US 002 005 022 023 029 037 038 050
Flight Patterns	85255229	IC 021; US 002 013 023 029 030 033 040 050
Flight Patterns	85255226	IC 018; US 001 002 003 022 041

2. COOPERATION

Upon the request of Assignee, Assignor shall execute and deliver to Assignee all documentation required to perfect the transfer of the Trademarks in any applicable trademark registry. Further, each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

3. REPRESENTATIONS AND WARRANTIES.

Assignor warrants and represents to Assignee that:

a. Assignor is a limited liability company duly organized and in good standing under the laws of the State of California. Assignor has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite action has been taken by Assignor in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Assignor is duly authorized to do so.

b. Any and all consents and approvals which may be required in order for Assignor to enter into this Agreement or consummate the transactions contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Assignor is subject or by which Assignor is bound, or constitute a breach or default under any agreement or other obligation to which Assignor is a party or otherwise bound.

c. The Trademarks are all of the marks related to, or substantially similar to, the name "Flight Patterns" for which assignor has received, sought or filed for trademark registration with any authority throughout the world. To the best of Assignor's knowledge, immediately prior to the Effective Date, it is the owner of all right, title and interest in the Trademarks. Assignor's duty of cooperation under Paragraph 2 hereof, however, includes cooperating, as is reasonably necessary, in Assignee's efforts to record itself as the new record owner of the Trademarks.

d. Assignor represents that there is no outstanding indebtedness incurred by Assignor for which a valid lien or other security interest could be filed against the Trademarks in the respective trademark registries.

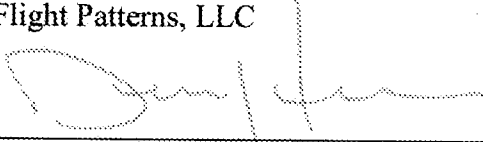
e. To the best of Assignor's knowledge, there is no past due fee or payment owing in the respective trademark registries relating to the Trademarks.

f. To the best of Assignor's knowledge, there are no pending infringement actions against the Trademarks, there are no threatened infringement actions against the Trademarks, and there are not any known facts which would provide the basis for such infringement action.

IN WITNESS WHEREOF, this Assignment is executed on the day and year first above written.

Assignee:

Flight Patterns, LLC



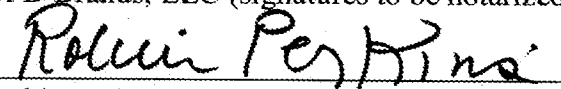
Dexter Hutchison, Manager



Robin Perkins, Manager

Assignor:

SPD Brands, LLC (signatures to be notarized)



Robin Perkins, Manager



Clifford Selbert, Manager

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

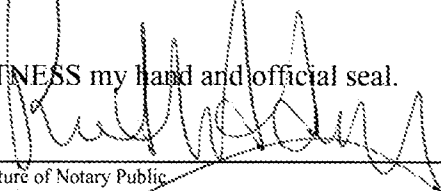
County of Los Angeles

On February 25, 2014 before me, Ruth Adams, Notary Public
(Here insert name and title of the officer)

personally appeared Robin Perkins, Clifford Selbert and Dexter Hutchison

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 under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Trademarks & Goodwill
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document