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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/13/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bardeen Agency, Inc.		10/13/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA.

Demfinity LLC
c/o Grant, Tani, Barash & Altman LLC
9100 Wilshire Boulevard, Suite 1000W
Beverly Hills:
CALIFORNIA
90212
CORPORATION, CALIFORNIA LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3395395	JILLIAN DEMPSEY

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Registration Number:	3445747	JILLIAN DEMPSEY
Registration Number:	3481197	JILLIAN DEMPSEY
Registration Number:	3511745	JILLIAN DEMPSEY
Registration Number:	4622479	JILLIAN DEMPSEY
Registration Number:	4622480	JILLIAN DEMPSEY

CORRESPONDENCE DATA

Fax Number:

3108249696

Phone:

310-824-5555

docketla@fulpat.com

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.

Correspondent Name:

Fulwider Patton LLP

Address Line 1:

6060 Center Drive

Address Line 2: Address Line 4: Tenth Floor Los Angeles, CALIFORNIA 90045

ATTORNEY DOCKET NUMBER:	DEMPS4-91785
NAME OF SUBMITTER:	Stephen J. Strauss
Signature:	/Stephen J. Sträuss/
Date:	12/02/2014

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), made and entered into as of October 13 , 2014 (the "Effective Date") is by and between BARDEEN AGENCY, INC., a California corporation having a business address located c/o Grant, Tani, Barash & Altman LLC , 9100 Wilshire Boulevard, Suite 1000W, Beverly Hills, California 90212 ("BARDEEN") and DEMFINITY LLC, a California Limited Liability Company having a business address c/o Grant, Tani, Barash & Altman LLC, 9100 Wilshire Boulevard, Suite 1000W, Beverly Hills, California 90212 ("DEMFINITY").

WHEREAS, BARDEEN is the owner of the trademarks and service marks set forth on <u>Schedule A</u> attached hereto and incorporated by reference herein, which are registered in the United States Patent and Trademark Office (collectively, the "<u>Assigned Marks</u>"); and

WHEREAS, DEMFINITY desires to acquire BARDEEN's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BARDEEN and DEMFINITY agree as follows:

- 1. BARDEEN does hereby convey, transfer, assign and deliver to DEMFINITY, free and clear of all Liens, (i) all of BARDEEN's right, title and interest in and to the Assigned Marks, including the registrations and applications for registration thereof, together with all the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held, used and enjoyed by DEMFINITY, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by DEMFINITY if this Assignment had not been made.
- 2. BARDEEN shall execute and deliver, without consideration, such documents as DEMFINITY may reasonably request, and take any and all other actions necessary, proper or advisable to more effectively convey, transfer and assign to DEMFINITY (or to more effectively record or evidence the same) the Assigned Marks.
- 3. BARDEEN hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.
- 4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed entirely within that state.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

BARDEEN AGENCY, INC.

Name: Title:

President

SCHEDULE A

Mark	Registration Number	Registration Date
JILLIAN DEMPSEY	3,395,395	March 11, 2008
Mint Pengag	3,445,747	June 10, 2008
JILLIAN DEMPSEY	3,481,197	August 5, 2008
Mint Pengag	3,511,745	October 7, 2008
JILLIAN DEMPSEY	4,622,479	October 14, 2014
Wind Pengag	4,622,480	October 14, 2014

RECORDED: 12/02/2014