

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324955

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TDS 66 Productions, Inc.		10/13/2014	CORPORATION:

## RECEIVING PARTY DATA

<b>Name:</b>	Demfinity LLC
<b>Street Address:</b>	c/o Grant, Tani, Barash & Altman LLC
<b>Internal Address:</b>	9100 Wilshire Boulevard, Suite 1000W
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90212
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85605960	DEMPSEY CYCLING
Serial Number:	85605961	DEMPSEY CYCLING
Serial Number:	85605963	DEMPSEY CYCLING
Serial Number:	85608511	VELIBU
Serial Number:	85608513	VELIBU
Serial Number:	85608520	VELIBU
Serial Number:	85744281	DR

## CORRESPONDENCE DATA

Fax Number: 3108249696

*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.*

Phone: 310-824-5555

Email: docketla@fulpat.com

Correspondent Name: Fulwider Patton LLP

Address Line 1: 6060 Center Drive

Address Line 2: Tenth Floor

Address Line 4: Los Angeles, CALIFORNIA 90045

<b>ATTORNEY DOCKET NUMBER:</b>	DEMPS1-79548
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TRADEMARK

<b>NAME OF SUBMITTER:</b>	Stephen J. Strauss
<b>SIGNATURE:</b>	/Stephen J. Strauss/
<b>DATE SIGNED:</b>	12/03/2014
<b>Total Attachments: 3</b> source=dempsey cycling apps - us assignments#page1.tif source=dempsey cycling apps - us assignments#page2.tif source=dempsey cycling apps - us assignments#page3.tif	

## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), made and entered into as of October 13, 2014 (the "Effective Date") is by and between TDS 66 PRODUCTIONS, 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 ("TDS 66") 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, TDS 66 has intended to use the trademarks and service marks set forth on Schedule A, attached hereto and incorporated by reference herein, and has filed applications with the United States Patent and Trademark Office indicating that intention, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the Trademark Act (collectively, the "Assigned Marks"); and

WHEREAS, TDS 66 is assigning the Assigned Marks as part of the entire business to which said marks pertain as required by 15 USC § 1060;

WHEREAS, DEMFINITY, the successor of the ongoing and existing business of TDS 66 to which the Assigned Marks pertain, desires to acquire TDS 66'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, TDS 66 and DEMFINITY agree as follows:

1. TDS 66 does hereby convey, transfer, assign and deliver to DEMFINITY, free and clear of all Liens, (i) all of TDS 66'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. TDS 66 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. TDS 66 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.

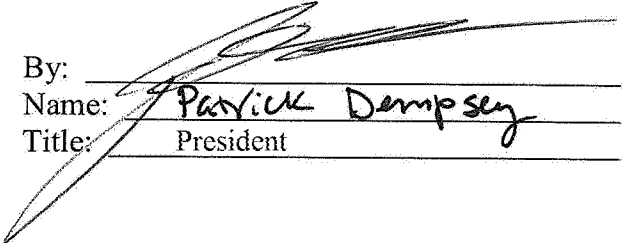
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

**TDS 66 PRODUCTIONS, INC.**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Patrick Dempsey  
President

**SCHEDULE A**

<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>
DEMPSEY CYCLING	85/605,960	April 23, 2012
DEMPSEY CYCLING	85/605,961	April 23, 2012
DEMPSEY CYCLING	85/605,963	April 23, 2012
VELIBU	85/608,511	April 25, 2012
VELIBU	85/608,513	April 25, 2012
VELIBU	85/608,520	April 25, 2012
	85/744,281	October 2, 2012