

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Demfinity LLC		12/31/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jilfinity and Beyond, LLC		
Street Address:	c/o Grant Tani Barash & Altman, LLC		
Internal Address:	9100 Wilshire Blvd, Suite 1000W		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4622480	JILLIAN DEMPSEY	
CORRESPONDENCE DATA			
Fax Number:	3102299901		
<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>			
Phone:	3102299900		
Email:	ipdocketingLA@venable.com		
Correspondent Name:	Gregory B. Perleberg		
Address Line 1:	Venable, LLP		
Address Line 2:	2049 Century Park East, Suite 2100		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	130809.385927		
NAME OF SUBMITTER:	Gregory B. Perleberg		
SIGNATURE:	/Gregory B. Perleberg/		
DATE SIGNED:	02/22/2016		
Total Attachments: 6			
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TRADEMARK

REEL: 005736 FRAME: 0855

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into this 31st day of DECEMBER, 2015 by and between Patrick G. Dempsey, A California resident, and DEMFINITY LLC, a California limited liability company (collectively, the "Assignor") and JILFINITY AND BEYOND, LLC a California limited liability company (the "Assignee"). Assignor and Assignee may be referred to in this Assignment, individually, as "Party" and, collectively, as "Parties."

PRELIMINARY STATEMENTS

WHEREAS, this Assignment is made in connection with the IN RE THE MARRIAGE OF JILL A. DEMPSEY AND PATRICK G. DEMPSEY, CASE NO. BD 614516, SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES STIPULATED ORDER RE: TRADEMARKS, COPYRIGHTS AND DOMAIN NAMES (the "Stipulated Order"), by and between Assignor and Assignee, dated the ____ day of _____, 201__;

WHEREAS, Assignor is the owner of certain intellectual property, including trademarks, service marks, logos, internet domain names, and copyrights, and the goodwill associated with the foregoing, all as set forth **Schedule A** attached hereto (the "Intellectual Property Assets") and hereby made a part hereof; and

WHEREAS, pursuant to Stipulated Order, Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Intellectual Property Assets, and Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. **Terms and Conditions of Stipulated Order.** This Assignment is executed and delivered pursuant to the Stipulated Order and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Stipulated Order and used herein shall have the meanings ascribed to them in the Stipulated Order.

2. **Assignment.** Assignor does hereby assign and transfer to Assignee the entire right, title and interest in and to the Intellectual Property Assets; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment not been made, for the United States and all foreign countries.

3. **Protection and Enforcement.** Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of patents, trademarks, copyrights or other Intellectual Property Assets with the same legal force and effect as if executed by Assignor. Assignor shall do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Intellectual Property Assets, including without limitation, executing such documents as Assignee may reasonably request. To the extent any court, administrative tribunal or agency with appropriate jurisdiction determines any of the rights granted hereunder are inalienable, Assignor agrees not to exercise such rights and this Assignment shall constitute a grant to Assignee the exclusive, perpetual, irrevocable, worldwide,

transferable, assignable, sub-licensable and royalty free right to the Intellectual Property Assets without any obligation of attribution, royalty, or consent. Assignor represents and warrants that it will not take any action that jeopardizes Assignee's rights to the Intellectual Property Assets and will not retain or acquire any right in the Intellectual Property Assets.

4. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors, and the terms of the Stipulated Order, including any representations or releases related to the Intellectual Property Assets, are incorporated herein by reference, and shall not be superceded hereby but shall remain in full force and effect to the full extent provided therein. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The Parties further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the Parties, to transfer the Intellectual Property Assets.

IN WITNESS WHEREOF, each of the Parties has executed this Assignment as of the date indicated below.

ASSIGNOR:

DEMFINITY LLC

By: Patrick Dempsey
79D770238CE148B...

Title: _____

Address: _____

PATRICK G. DEMPSEY

By: Patrick Dempsey
79D770238CE148B...

Title: _____

Address: _____

ASSIGNEE:

JILFINITY AND BEYOND, LLC

By: Jill Dempsey




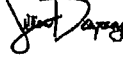
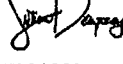


Title: _____




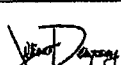



Address: _____





SCHEDULE A
INTELLECTUAL PROPERTY ASSETS

I. Trademarks:

Mark Name	Class	Country	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Status
JILLIAN DEMPSEY	14	CN	14045030	2/20/2014			Published 1/27/15
JILLIAN DEMPSEY	3	MX	1280299	6/5/2012	1389325	8/12/2013	Registered
JILLIAN DEMPSEY	14	US	86/124500	11/20/2013	4622479	10/14/2014	Registered
JILLIAN DEMPSEY	3	US	77/018405	10/11/2006	3395395	3/11/2008	Registered

Mark Name	Class	Country	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Status
JILLIAN DEMPSEY	44	US	77/018412	10/11/2006	3481197	8/5/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	3, 21	CA	1393649	4/30/2008	798639	5/26/2011	Registered
 JILLIAN DEMPSEY (STYLIZED)	3, 21	AU	1227013	2/27/2008	1227013	2/27/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	21	BR	829619640	3/6/2008	829619640	1/18/2011	Registered
 JILLIAN DEMPSEY (STYLIZED)	21	BR	829619658	3/6/2008	829619658	1/18/2011	Registered
 JILLIAN DEMPSEY (STYLIZED)	14	CN	14045031	2/20/2014			Published 1/27/15
 JILLIAN DEMPSEY (STYLIZED)	3	CN	6925944	8/29/2008	6925944	6/21/2010	Registered
 JILLIAN DEMPSEY (STYLIZED)	21	CN	6925945	8/29/2008	6925945	5/14/2010	Registered

Mark Name	Class	Country	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Status
 JILLIAN DEMPSEY (STYLIZED)	3, 21	EM	6702757	2/27/2008	6702757	2/11/2009	Registered
 JILLIAN DEMPSEY (STYLIZED)	3, 21	JP	2008- 015718	3/3/2008	5164680	9/5/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	3	MX	1280300	6/5/2012	1389326	8/12/2013	Registered
 JILLIAN DEMPSEY (STYLIZED)	3, 21	RU	2008- 705607	2/28/2008	390119	9/29/2009	Registered
 JILLIAN DEMPSEY (STYLIZED)	21	TW	97009134	3/3/2008	1339827	12/1/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	3	TW	97006726	2/15/2008	1338965	12/1/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	14	US	86/124509	11/20/2013	4622480	10/14/2014	Registered

Mark Name	Class	Country	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Status
 JILLIAN DEMPSEY (STYLIZED)	3	US	77/018394	10/11/2006	3445747	6/10/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	21	US	77/409977	2/29/2008	3511745	10/7/2008	Registered
 JILLIAN DEMPSEY (STYLIZED)	21	VE	2008- 003565	2/28/2008	P303949	6/3/2010	Registered
 JILLIAN DEMPSEY (STYLIZED)	3	VE	2008- 003566	2/28/2008	P303950	6/3/2010	Registered
LID TINT	3	US	86/475841	12/9/2014			Pending

II. Domain Names:

<u>Jilliandempsey.com</u>
<u>Jilliandempsey.xxx</u>
<u>Jillian_dempsey.xxx</u>