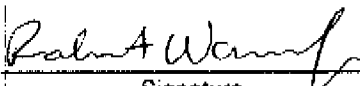


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Blackstone Entertainment, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>DI C Acquisition Corp</u> Internal Address: <u>16th Floor</u> Street Address: <u>650 Madison Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 1, 1998</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,911,913; 1,915,565; and 1,748,945</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert M. Wasnofski, Jr.</u> Internal Address: Street Address <u>BAKER BOTTS L.L.P.</u> <u>30 Rockefeller Plaza</u> <u>44th Floor</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10112</u>	6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41).....\$ <u>90.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>02-4377</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Robert M. Wasnofski, Jr.</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>9/30/02</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> <small>Total number of pages including cover sheet, attachments, and document:</small> 3 </div>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to the terms of that certain Asset Purchase Agreement, dated as of April 29, 1998, as amended (the "Asset Purchase Agreement"), by and among Blackstone Entertainment, LLC, a Massachusetts limited liability company (the "Seller"), the members of the Seller listed on Schedule A to the Asset Purchase Agreement for the specific limited purposes set forth therein, DLC Acquisition Corp., a Delaware corporation (the "Buyer"), and SFX Entertainment, Inc., a Delaware corporation, and in consideration of good and valuable consideration as recited in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby assign, sell, convey and transfer to the Buyer, effective as of the Closing Date, all right, title and interest of the Seller in and to the Acquired Assets, and the Buyer does hereby assume and agree to pay, perform, fulfill and discharge all of the Assumed Obligations.

This Assignment and Assumption Agreement shall be subject to the terms and conditions set forth in the Asset Purchase Agreement, and nothing in this Assignment and Assumption Agreement shall be construed to limit, terminate or expand the representations, warranties and covenants of the Seller set forth in the Asset Purchase Agreement.

All capitalized terms used herein without definition shall have the meanings assigned to such terms in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed and delivered by their respective duly authorized officers as an instrument under seal as of the 1st day of July, 1998.

BLACKSTONE ENTERTAINMENT, LLC

By: [Signature]
Name: _____
Title: _____

DLC ACQUISITION CORP.

By: [Signature]
Name: _____
Title: _____

Schedule 6.18**Intellectual Property**

Don Law Company, Inc.: "Tea Party" Trademark
Certificate of Registration 1/9/90, service mark number 1576942;

Harborlights Pavilion, Inc.: "Harborlights Pavilion" Trademark
Certificate of Registration 9/26/95, service mark number 1922524;

Harborlights Pavilion, Inc.: "Harborlights" Trademark
Certificate of Registration 8/15/95, service mark number 1911913;

Harborlights Pavilion, Inc.: Miscellaneous Tent Design Trademark
Certificate of Registration 8/29/95, service mark number 1915565;

Great Woods Educational Forum: Educational Forum Trademark
(Great Woods), Certificate of Registration 7/13/93, service mark
number 1781838;

Sherman M. Wolf: All intellectual property rights held by Sherman
M. Wolf, individually, in the Educational Forum Trademark (great
Woods), Certificate of Registration 7/13/93, service mark number
1781838;

Great Woods, Inc.: Miscellaneous Tree Design Trademark
Certificate of Registration 1/26/93, service mark number 1748945;

Next, Inc.: "NEXT" Trademark
Trademark Application 2/9/95, application number 74638440;