

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perris Records		12/04/2008	SOLE PROPRIETORSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Roc Nation LLC		
Street Address:	9348 Civic Center Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77542285	ROCKNATION	
Registration Number:	3445875	ROCKNATION	
CORRESPONDENCE DATA			
Fax Number:	(310)861-0366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.975.6891		
Email:	ellieschwimmer@livenation.com		
Correspondent Name:	Ellie Schwimmer		
Address Line 1:	9348 Civic Center Drive		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Ellie Schwimmer		
Signature:	/es/		
Date:	12/18/2008		

CH \$65.00 77542285

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective December 4, 2008 (the "Effective Date"), is by and between Perris Records ("Assignor") and Roc Nation LLC ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the ROCKNATION trademark, as well as Federal Registration No. 3445875 ("Registration") and Application No. 77542285 ("Application"), together with all goodwill associated therewith;

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Registration and Application pursuant to the terms of this Assignment.

WHEREAS, Assignor warrants and represents that it (1) does not own any other U.S. or foreign trademark application and/or registration for the ROCKNATION mark; (2) has not sold, assigned, transferred, hypothecated or mortgaged any right, title or interest in or to the Registration and Application or any part thereof or any of the rights herein conveyed; and (3) has not entered into any contract with any other person, firm or corporation affecting the Registration and Application or any right, title or interest therein.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for good and other valuable consideration, the receipt of which is hereby acknowledged, upon the concurrent execution of the related Coexistence Agreement between the parties, Assignor hereby transfers and assigns to Assignee, all of Assignor's rights, title and interest in and to the Registration and Application together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and all other rights as may exist now and/or hereafter come into existence, and including all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be executed as of the Effective Date.

ROC NATION LLC

PERRIS RECORDS

By: _____

By: _____

Marcy Media LLC

Tom Mathers

By: _____

Live Nation Worldwide, Inc.

TRADEMARK

REEL: 003906 FRAME: 0208

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TRADEMARK