

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
Hitsville Venture, LLC		05/29/2009	Limited Liability Corporation:
RECEIVING PARTY DATA			
Name:	Motown Historical Museum, Inc.		
Street Address:	2648 W. Grand Boulevard		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48208		
Entity Type:	Domestic Non-Profit Corporation:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78811135	HITSVILLE	
Serial Number:	78811190	HITSVILLE CASINO	
Serial Number:	77811167		
Serial Number:	77030762	HITSVILLE LIVE	
CORRESPONDENCE DATA			
Fax Number:	(312)276-4433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 577-7000		
Email:	trademark@fitcheven.com		
Correspondent Name:	Celeste M. Moy		
Address Line 1:	120 S. LaSalle Street		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60603-3406		
ATTORNEY DOCKET NUMBER:	8830-93094		
NAME OF SUBMITTER:	Edward W. Gray		

CH \$115.00 78811135

900136342

TRADEMARK
REEL: 004005 FRAME: 0549

Signature:	/ewg/
Date:	06/15/2009
Total Attachments: 6 source=Scanned Document (2)#page1.tif source=Scanned Document (2)#page2.tif source=Scanned Document (2)#page3.tif source=Scanned Document (2)#page4.tif source=Scanned Document (2)#page5.tif source=Scanned Document (2)#page6.tif	

ASSIGNMENT

WHEREAS, HITSVILLE VENTURE, LLC, a limited liability corporation organized and existing under the laws of Michigan, having a place of business at 300 River Place, Suite 6600, Detroit, Michigan 48207 (hereinafter "Assignor"), owns the entire right, title and interest in and to the following trademark and trademark application/registrations set forth in Schedule A (hereinafter "Assignor's Trademarks");

AND WHEREAS, MOTOWN HISTORICAL MUSEUM, Inc., a domestic non-profit corporation organized and existing under the laws of Michigan, having an address of 2648 W. Grand Boulevard, Detroit, Michigan 48208 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the Assignor's Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, the entire right, title and interest in and to Assignor's Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of the Assignor's Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and service marks, both registered and unregistered, and applications for trademarks and service marks registrations filed with the United States Patent and Trademark Office and foreign trademark applications and registrations as listed in attached Schedule A;

WHEREAS, Assignor and Assignee entered into a certain Trademark License Agreement effective the 29 day of May, 2009 (the "License Agreement") which, among other provisions,

- (i) granted certain licenses to Assignor to use the Marks;
- (ii) obligates Assignor to discontinue use of the Marks upon termination of the License Agreement.

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this present Assignment, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this Assignment, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, the said Assignor and Assignee have hereunto set their hand and affixed their corporate seal effective from the late date below.

HITSVILLE VENTURE, LLC

By: [Signature]

Name: Herbert J. Strathern

Title: MANAGER

Date: 5.29.09

WITNESSES

By: [Signature]

Name: DEAN A HURT

By: [Signature]

Name: ROBIN R. TERRY

STATE OF Michigan)
) SS:
COUNTY OF Wayne)

On this 29 day of May, 2009, before me personally appeared Herbert Strathern, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Delisa Wright Mitchell
Notary Public

My commission expires 2015



MOTOWN HISTORICAL MUSEUM, Inc.

By: Audley M. Smith, Jr.

Name: Audley M. Smith, Jr.

Title: CEO

Date: May 29, 2009

WITNESSES

By: Derek A Hunt

Name: Derek A Hunt

By: Robin R. Terry

Name: Robin R. Terry

STATE OF Michigan)

) SS:

COUNTY OF Wayne)

On this 29 day of May, 2009, before me personally appeared Herbert Strather, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Delisa Wright Mitchell
Notary Public

My commission expires 2015

DELISA WRIGHT MITCHELL
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 17, 2015
Acting in the County of Wayne

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
HITSVILLE	U.S.	78/811,135	
HITSVILLE CASINO	U.S.	78/811,190	
HITSVILLE CASINO	U.S.	77/811,167	
HITSVILLE LIVE	U.S.	77/030,762	
HITSVILLE	Australia	IR905341	
HITSVILLE CASINO	Australia	IR894623	IR894623
HITSVILLE LIVE	Australia	IR924872	IR924872
HITSVILLE	Canada	1301825	
HITSVILLE CASINO	Canada	1301826	
HITSVILLE LIVE	China	IR924872	
HITSVILLE	CTM	IR905341	
HITSVILLE CASINO	CTM	IR894623	IR894623
HITSVILLE CASINO	CTM	IR894631	IR894631
HITSVILLE LIVE	CTM	IR924872	
HITSVILLE	WIPO	IR905341	IR905341
HITSVILLE CASINO	WIPO	IR894623	IR894623
HITSVILLE CASINO	WIPO	IR894631	IR894631

HITSVILLE LIVE	WIPO	IR924872	IR924872
HITSVILLE	Japan	IR905341	
HITSVILLE CASINO	Japan	IR894623	
HITSVILLE LIVE	Japan	IR924872	
HITSVILLE	Mexico	786955	
HITSVILLE	Mexico	786956	
HITSVILLE	Mexico	786957	
HITSVILLE	Mexico	786958	941745
HITSVILLE CASINO	Mexico	786959	
HITSVILLE CASINO	Mexico	786960	940925
HITSVILLE CASINO	Mexico	786962	
HITSVILLE CASINO	Mexico	786963	
HITSVILLE LIVE	Mexico	847876	
HITSVILLE LIVE	Mexico	847877	986092
HITSVILLE LIVE	Mexico	847878	
HITSVILLE LIVE	Mexico	847879	
HITSVILLE LIVE	Mexico	847880	986093
HITSVILLE LIVE	Mexico	847881	
HITSVILLE	South Korea	IR05341	IR05341

HITSVILLE CASINO	South Korea	IR894623	IR894623
HITSVILLE CASINO	South Korea	IR894631	IR894631
HITSVILLE LIVE	South Korea	IR924872	IR924872