

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Concert TV, Inc.		07/20/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	STINGRAY MUSIC USA, INC.
<b>Street Address:</b>	11400 SOUTH LAKES DRIVE
<b>Internal Address:</b>	SUITE A
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28273
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78500802	
Serial Number:	78180378	CONCERT ON DEMAND
Serial Number:	77225494	CONCERT.TV
Serial Number:	78942001	GO LIVE
Serial Number:	78317204	WHO WAS YOUR FIRST

**CORRESPONDENCE DATA**

Fax Number: (212)994-8092  
 Phone: 646 327-8772  
 Email: ls@laurencesinger.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Laurence Singer  
 Address Line 1: 46-60 156th Street  
 Address Line 4: Flushing, NEW YORK 11355

OP \$140.00 78500802

NAME OF SUBMITTER:	Laurence Singer
Signature:	/Laurence Singer/
Date:	12/23/2011
<b>Total Attachments: 14</b> source=APA - Concert TV to Stingray#page1.tif source=APA - Concert TV to Stingray#page2.tif source=APA - Concert TV to Stingray#page3.tif source=APA - Concert TV to Stingray#page4.tif source=APA - Concert TV to Stingray#page5.tif source=APA - Concert TV to Stingray#page6.tif source=APA - Concert TV to Stingray#page7.tif source=APA - Concert TV to Stingray#page8.tif source=APA - Concert TV to Stingray#page9.tif source=APA - Concert TV to Stingray#page10.tif source=APA - Concert TV to Stingray#page11.tif source=APA - Concert TV to Stingray#page12.tif source=APA - Concert TV to Stingray#page13.tif source=APA - Concert TV to Stingray#page14.tif	

**ASSET PURCHASE AGREEMENT**

**dated as of 29 July, 2010**

**by and among**

**Concert TV, Inc.**

**and**

**Stingray Digital Group Inc.**

**and**

**Stingray Music USA Inc.**

## TABLE OF CONTENTS

	Page
ARTICLE I	
PURCHASE AND SALE OF THE ACQUIRED ASSETS AND ASSUMPTION AND ASSIGNMENT OF THE ASSUMED LIABILITIES .....	1
1.1 Purchase and Sale of the Acquired Assets; Excluded Assets .....	1
1.2 Assumption of Liabilities; Excluded Liabilities .....	2
1.3 Closing .....	2
1.4 Deliveries at the Closing .....	2
ARTICLE II	
REPRESENTATIONS AND WARRANTIES REGARDING SELLER .....	3
2.1 Organization, Existence and Good Standing .....	3
2.2 Power and Authority; Authorization .....	3
2.3 No Conflict .....	4
ARTICLE III	
REPRESENTATIONS AND WARRANTIES REGARDING THE ACQUIRED ASSETS AND ASSUMED LIABILITIES .....	4
3.1 Compliance with Law; Litigation .....	4
3.2 Assumed Contracts .....	4
3.3 Financial Statements .....	5
3.4 Absence of Certain Changes .....	5
3.5 Taxes .....	6
3.6 Permits .....	6
3.7 Real Property .....	6
3.8 Title .....	6
3.9 Intellectual Property .....	6
3.10 Affiliated Transactions .....	6
3.11 Employees .....	6
3.12 Brokers and Finders .....	5
3.13 Solvency .....	5
3.14 No Other Representations and Warranties .....	6
ARTICLE IV	
REPRESENTATIONS AND WARRANTIES REGARDING BUYER .....	6
4.1 Organization and Existence .....	7
4.2 Power and Authority; Authorization .....	7

4.3	No Conflict .....	7
4.4	Brokers or Finders .....	7
4.5	Independent Investigation .....	7

## ARTICLE V

	COVENANTS .....	7
5.1	Announcements .....	7
5.2	Tax Matters .....	8
5.3	Accounts Receivable .....	8
5.4	Post-Closing Transition .....	8
5.5	Non-Competition; Non-Solicitation .....	8

## ARTICLE VI

	SURVIVAL; INDEMNIFICATION .....	9
6.1	Survival .....	9
6.2	Indemnification .....	9
6.3	Indemnification Procedures .....	10

## ARTICLE VII

	GENERAL PROVISIONS .....	12
7.1	Expenses .....	12
7.2	Notices .....	12
7.3	Assignment .....	13
7.4	Construction .....	13
7.5	Governing Law .....	14
7.6	Waiver of Provisions .....	14
7.7	Counterparts .....	15
7.8	Entire Agreement .....	15
7.9	Submission to Jurisdiction; Waivers .....	15
7.10	No Third Party Beneficiary .....	16
7.11	No Presumption .....	16
7.12	Specific Performance .....	16
7.13	Severability .....	16
7.14	Further Assurances .....	16

EXHIBITS

Exhibit A	Certain Defined Terms
Exhibit B	Assignment and Assumption Agreement
Exhibit C	Bill of Sale
Exhibit D	Trademark Assignment
Exhibit E	Copyright Assignment
Exhibit F	Domain Name Assignment

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of 29 July 2010 (this "Agreement"), by and among Concert TV, Inc., a Delaware corporation ("Seller"), Stingray Digital Group Inc. ("Stingray Digital"), a Canadian corporation and Stingray Music USA, Inc. a Delaware corporation ("Stingray USA") (hereinafter collectively referred as the "Buyer"). Stingray Digital and Stingray USA will be jointly and severally liable for any breach by either of them of any obligation under this Agreement. Capitalized terms used but not defined in this Agreement are defined in Exhibit A.

Buyer desires to purchase from Seller the Acquired Assets and to assume from Seller the Assumed Liabilities, and Seller desires to sell to Buyer the Acquired Assets and to assign to Buyer the Assumed Liabilities, all on the terms and conditions hereafter set forth.

Accordingly, in consideration of the premises and of the respective representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### PURCHASE AND SALE OF THE ACQUIRED ASSETS AND ASSUMPTION AND ASSIGNMENT OF THE ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets; Excluded Assets. Seller undertakes and agrees to sell, assign and transfer to Stingray Digital and Stingray Digital agrees to purchase from Seller, all of its rights, titles and interests in and to (the "Stingray Digital Acquired Assets"):

- (a) the Intellectual Property Assets and the Intellectual Property Rights in respect only to the Stingray Digital Territory;
- (b) the Assumed Contracts in respect only to the Stingray Digital Territory;
- (c) the Books and Records (provided that Seller shall be entitled to retain copies of the Books and Records);
- (d) the Goodwill;
- (e) all transferable licenses and Authorizations necessary or incidental to the Business in respect only to the Stingray Digital Territory; and
- (f) the Physical Media, in each case as of immediately prior to the consummation of the Closing and, with respect to clause (b), to the extent relating to any period from and after the consummation of the Closing.

1.2 Seller undertakes and agrees to sell, assign and transfer to Stingray USA and Stingray USA agrees to purchase from Seller, all of its rights, titles and interests in and to (the "Stingray USA Acquired Assets"):

- (a) the Intellectual Property Assets and the Intellectual Property Rights in respect only to the Stingray USA Territory;
- (b) the Assumed Contracts in respect only to the Stingray USA Territory; and
- (c) all transferable licenses and Authorizations necessary or incidental to the Business in respect only to the Stingray USA Territory.

... available by Stingray Digital for the exploitation of the


Seller;

- (iii) the Trademark Assignment, duly executed by Seller;




The parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

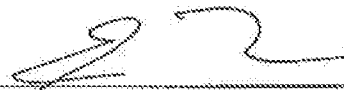
CONCERT TV, INC.

By:   
Name: Joe Galy  
Title: CEO

STINGRAY DIGITAL GROUP INC.

By:   
Name:  
Title: Paul

STINGRAY MUSIC USA INC.

By:   
Name:  
Title: Paul

**CERTAIN DEFINED TERMS**

1. For purposes of this Agreement to which this Exhibit A is attached, the following terms shall have the respective meanings specified below.

**"Acquired Assets"** means collectively the Stingray Digital Purchased Assets and the Singray USA Purchased Assets.

**"Affiliate"** means, as to any specified Person, any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person.

**"Assignment and Assumption Agreement"** means the Assignment and Assumption Agreement attached to this Agreement as Exhibit B.

**"Assumed Contracts"** means the Contracts listed on Schedule 3.2.

**"Assumed Liabilities"** means all liabilities and obligations of Seller arising under or relating to the (i) Assumed Contracts and (ii) Intellectual Property Assets, in each case, to the extent relating to any period from and after the consummation of the Closing. In no event shall the Assumed Liabilities be deemed to include any liability for the payment of any Taxes with respect to the Acquired Assets or the operation thereof prior to the Closing.

**"Authorization"** means all authorizations, permits, certificates, certificates of authorization, certificates of compliance, licenses, approvals of and registrations with any Governmental Authority or pursuant to any laws used or held for use in or otherwise relating to the Business and/or required to consummate the transactions contemplated by this Agreement.

**"Bill of Sale"** means the Bill of Sale attached to this Agreement as Exhibit C.

**"Books and Records"** means all of Seller's books, records and documents relating solely to the Acquired Assets or the Assumed Liabilities, including copies of the Assumed Contracts.

**"Business"** means the business operated by Seller using the Acquired Assets as conducted immediately prior to the Closing.

**"Business Day"** means any day except Saturday, Sunday or any other day on which commercial banks in New York, New York are authorized or required by Law to remain closed.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Company"** means the business operated by Buyer using the Acquired Assets immediately after the Closing.

**"Competitive Business"** means a business the primary purpose of which is to engage in the Business.

**"Contracts"** means all contracts and all other legally binding agreements, commitments and undertakings.

**"Copyright Assignment"** means the Copyright Assignment attached to this Agreement as Exhibit E.

**"Disclosure Letter"** means the disclosure letter, dated the date of this Agreement, delivered by Seller to Buyer, which shall constitute a Schedule to this Agreement for purposes of Article III hereof.

**"Domain Name Assignment"** means the Domain Name Assignment attached to this Agreement as Exhibit F.

**"Excluded Assets"** means all assets owned, used or held for use by Seller that are not expressly included in the Acquired Assets, including any cash or cash equivalents, any accounts receivable to the extent relating to the period prior to the consummation of the Closing and all Tax refunds and related rights and claims. For greater certainty, none of the Excluded Assets are necessary to conduct the Business as currently conducted by Seller, provided that Seller's parent company has provided certain office space, office equipment and administrative services that are not included in the Acquired Assets and that Buyer will be required to replace in order to conduct the Business.

**"Excluded Liabilities"** means all liabilities of Seller unless expressly assumed by Buyer as an Assumed Liability pursuant to this Agreement.

**"GAAP"** means United States generally accepted accounting principles consistently applied.

**"Goodwill"** means the goodwill relating to the Business, including, without limitation, customer lists, supplier lists, price lists and market information owned by Seller, together with the right for Buyer to represent itself as carrying on the Business including the right to carry on the Business under the "*Concert TV*" name, and the right to use any words indicating that the Business is so carried on by Stingray.

**"Governmental Authority"** means any government, any governmental, administrative or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal or judicial or arbitral body (whether U.S. or any other national, federal, state or local entity or, in the case of an arbitral body, whether governmental, public or private).

**"Intellectual Property Rights"** means (a) trademarks and service marks, together with any translations, adaptations, derivations and combinations thereof and including any goodwill associated therewith, and any applications, registrations and renewals in connection therewith, (b) copyrightable works, copyrights and any applications, registrations and renewals in connection therewith, (c) all design patents, design registrations, pending patent and design applications and rights to file applications for designs, (d) domain names, (e) patents, together with any applications, registrations and renewals in connection therewith and (f) trade secrets,

works and other intellectual property rights (g) all moral rights or the benefits of all waivers of moral rights if the licensor is not the author in the works.

**"Intellectual Property Assets"** means all rights of Seller in and to (a) the trademarks and service marks listed on Schedule A to the Trademark Assignment, and the graphics and physical materials (including digital and non-digital artwork) that contain such trademarks and service marks, (b) the Video Content set forth in Schedule A to the Copyright Assignment, (c) the domain names set forth in Schedule A to the Domain Name Assignment and (d) Seller's web site, and all software, functionality, content and data used therein or derived therefrom, including, in the case of (a) through (d) above all Intellectual Property incorporated therein.

**"Knowledge of Seller"** means the actual knowledge of Joe Covey or Matthew Davidge.

**"Laws"** means all laws, constitutions, statutes, codes, ordinances, decrees, rules and regulations of any Governmental Authority.

**"Legal Expenses"** means the reasonable fees, costs and expenses incurred by an Indemnified Party and its counsel in investigating, preparing for, defending against, providing evidence or producing documents any asserted claim indemnifiable under Article VI.

**"Lien"** means any lien, pledge, mortgage, security interest or encumbrance.

**"Losses"** means all losses, damages, liabilities and claims, and fees, costs and expenses of any kind related thereto.

**"Material Adverse Effect"** means a material adverse effect on the Acquired Assets taken as a whole or on Buyer or its operation of the Business following the Closing.

**"Permits"** means all licenses, permits, consents, approvals, authorizations and qualifications which are required to be made with or required under all applicable Laws.

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, government or any agency or political subdivision thereof or other entity.

**"Physical Media"** means: (a) all physical properties of every kind or nature of or relating to any Video Content and all versions thereof and all teasers, trailers, music videos, featurettes, television spots, "making of" films or programs, including, without limitation, exposed film, developed film, positives, negatives, prints, answer prints, special effects, preparing materials (including interpositives, negatives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, title overlays, textless backgrounds and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised), soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims and any and all other physical properties of every kind and nature relating to the Video Content in whatever state of completion, and all duplicates, drafts, versions and copies of

each thereof; and (b) a copy of each digital file currently in Seller's possession, custody or control that contains any portion of the Video Content.

"**Representative**" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"**Stingray Digital Territory**" means Canada.

"**Stingray USA Territory**" means every country or independent state outside of Canada.

"**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Taxes**" means all taxes, assessments, duties and levies of any kind (including taxes on or with respect to net or gross income, employment, value added, rent, excise, occupancy, licensing, sales, use, transfer, ad valorem, intangibles, gross receipts, personal property, real property, franchise, doing business, withholding, payroll, stamp and capital).

"**Trademark Assignment**" means the Trademark Assignment attached to this Agreement as Exhibit D.

"**Transaction Documents**" means this Agreement and the other agreements, instruments and documents contemplated hereby and thereby, including each annex, exhibit, or schedule hereto and thereto.

"**Video Content**" means the digital audio-visual and video-based files, materials and content including any related programming, clips, segments, promotional materials, source art, graphics and meta data contained therein, which are formatted and configured by Seller for transmission on or through a VOD platform.

"**VOD**" means the exhibition of video programming chosen by a subscriber of multi-channel cable television distribution systems for display to that subscriber, where the subscriber can start such programming upon the subscriber's selection and thereafter control the playback of such programming.

2. The following terms are defined in the sections of this Agreement indicated:

<u>Defined Term</u>	<u>Section</u>
Action .....	3.1
Agreement.....	Preamble
Allocation .....	5.2(c)
Basket Amount .....	6.2(c)
Buyer.....	Preamble
Closing.....	1.3

TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of July 29, 2010 (this "Assignment"), is made by Concert TV, Inc., a Delaware corporation ("Assignor"), in favor of Stingray Digital Group Inc., a Canadian corporation and Stingray Music USA, Inc. a Delaware corporation ("Stingray USA") (hereinafter collectively referred as the "Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee all of its right, title and interest in and to the Intellectual Property Assets, including (without limitation) the trademarks and service marks set forth on Schedule A hereto (the "Assigned Marks"), in accordance with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and agrees as follows:

1. Assignor does hereby irrevocably sell and transfer to Assignee, its successors, assigns and other legal representatives, all of its right, title and interest throughout the world in and to: (a) each of the Assigned Marks and all applications and registrations relating thereto; (b) the goodwill of the business symbolized by and associated with the Assigned Marks, including, without limitation, the exclusive rights to (x) apply for and maintain all registrations, renewals and/or extensions thereof, (y) bring actions and recover damages for infringement hereafter arising, and (z) grant licenses or other interests therein; (c) all income, royalties, damages, claims and payments hereafter due or payable with respect to any of the foregoing; and (d) all causes of action, either in law or in equity, hereafter arising for infringement of any of the foregoing.

2. Each party agrees to execute any and all instruments, agreements and documents, and to take any and all actions, as the other party may reasonably request, as may be required to give effect to this Assignment, it being agreed that such other party shall bear the costs and expenses incurred by the non-requesting party in connection with the preparation, execution and delivery of such instruments, agreements and documents.

3. The provisions of Article VII of the Purchase Agreement shall apply to this Assignment mutatis mutandis.

4. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature page to follow]



**SCHEDULE A**

Trademarks

Trademark	Application Number	Owner of Record and Beneficial Owner	Status	Goods and Services
CONCERT NETWORK LOGO	78500802	Mag Rack Entertainment Inc.	Registered	Entertainment services, namely programming, production, and distribution of television programs via broadcast, cable, satellite television and the Internet
CONCERT ON DEMAND	78180378	Mag Rack Entertainment Inc	Registered/	Entertainment services, namely programming, production, and distribution of live and on-demand television programs via broadcast, cable, satellite television, audio and video media, and a global computer network
CONCERT.TV	77225494	Mag Rack Entertainment Inc	Registered	Entertainment services, namely programming, production, and distribution of television programs via broadcast, cable, satellite television and the Internet
GO LIVE	78942001	Mag Rack Entertainment Inc	Registered	Online music and concert information; television programming in the field of music and concert information
WHO WAS YOUR FIRST	78317204	Mag Rack Entertainment Inc	Registered	Entertainment services, namely, programming, production and distribution of television programs via broadcast, cable, and satellite television, audio and video media and the Internet