

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
	JDub Music Inc.		02/29/2012
	CORPORATION: NEW YORK		
RECEIVING PARTY DATA			
Name:	Orchard Enterprises NY, Inc.		
Street Address:	23 East 4th Street		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3968227	JDUB RECORDS
CORRESPONDENCE DATA			
Fax Number:	(646)390-2115		
Phone:	212-220-0900		
Email:	jrfriedman@litproplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jessica R. Friedman		
Address Line 1:	6 East 39th Street		
Address Line 2:	6th Floor (WSMB)		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Jessica R. Friedman		
Signature:	/Jessica R. Friedman/		
Date:	03/06/2012		
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TRADEMARK ASSIGNMENT

This assignment made as of the 1st day of January, 2012, by JDub Music Inc., a New York not-for-profit corporation ("Assignor"), to Orchard Enterprises NY, Inc., a New York corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of January 1, 2012 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee the trademarks and trademark registrations listed on Schedule A hereto (collectively, the "Trademarks") along with all the goodwill symbolized by the Trademarks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire all of Assignor's rights and goodwill in the Trademarks, and Assignor wishes to assign to Assignee all of its rights and goodwill in the Trademarks, all on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of Assignor's respective right, title and interest in and to the Trademarks, together with any goodwill of the business symbolized by the Trademarks, and the right to and to apply to register the Trademarks additionally in the United States and elsewhere, and the right to sue for damages and other remedies on account of any infringement of the Trademarks that may have occurred prior to the date of this Assignment.
2. Assignor further agrees to execute any documents and take any action that may be required to confirm or perfect Assignee's right, title and interest in the Trademarks, including, without limitation, the filing of a substitute Power of Attorney in the U.S. Trademark Office, security interests with respect to the Trademarks, and the recordation of this Assignment.
3. Assignor represents and warrants that this Assignment constitutes a valid and legally binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

JDUB MUSIC INC.

By: AARON BISMAN

Name: AARON BISMAN

Title: President & CEO

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademarks

Mark

Registration Number

JDUB RECORDS

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