

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
Troy Carter		05/31/2012	INDIVIDUAL: UNITED STATES
Shawn Gee		05/31/2012	INDIVIDUAL: UNITED STATES
Julius W Erving III		05/31/2012	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Sony Music Entertainment
Street Address:	550 Madison Avenue
Internal Address:	Rm. 2325
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	PARTNERSHIP: DELAWARE
Composed Of:	<ul style="list-style-type: none"> • SONY MUSIC HOLDINGS, INC., NEW YORK, CORPORATION • USCO SUB LLC, NEW YORK, LIMITED LIABILITY COMPANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85330210	CLOSER TO MY DREAMS TOUR

CORRESPONDENCE DATA

Fax Number:

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

Phone: 212 833 8883

Email: colleen.christi@sonymusic.com

Correspondent Name: Colleen Christi

Address Line 1: 550 Madison Avenue

Address Line 2: Sony Music Entertainment

Address Line 4: New York, NEW YORK 10022

CH \$40.00 85330210

ATTORNEY DOCKET NUMBER:	ASSIGMENT CTMDT
NAME OF SUBMITTER:	Neil C. Berman
Signature:	/neilberman/
Date:	06/06/2012
Total Attachments: 5 source=CTMDT Trademark Assignment Agreement001#page1.tif source=CTMDT Trademark Assignment Agreement001#page2.tif source=CTMDT Trademark Assignment Agreement001#page3.tif source=CTMDT Trademark Assignment Agreement001#page4.tif source=CTMDT Trademark Assignment Agreement001#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into by and among **Troy Carter**, a natural person with an office at 1 Presidential Blvd., Suite 320, Bala Cynwyd, PA 19004, **Shawn Gee**, a natural person with an office at 1 Presidential Blvd., Suite 320, Bala Cynwyd, PA 19004, and **Julius W. Erving III**, a natural person with an address at 1162 River Road, Edgewater, NJ 07020 (collectively, "Assignors"), and **Sony Music Entertainment**, a Delaware general partnership, with its primary office located at 550 Madison Avenue, New York, NY, 10022 ("Assignee").

WHEREAS, Assignors are the owners of the trademark application(s) listed on **Schedule A** hereto, and to the extent they also are or become the owners of any closely-related worldwide trademark applications or registrations or domain names, and any common-law rights, and the goodwill associated therewith (the "Trademark"); and

WHEREAS, Assignors desire to assign to Assignee, and Assignee desires to accept such assignment of, the Trademark pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for the sum of seventy-five thousand dollars (\$75,000), payable within thirty (30) days of full execution of this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in connection with the full execution of the proposed Employment Agreement between Assignee and Julius W. Erving III, which shall be consummated no later than thirty (30) days after the latest date that a party hereto has executed this Assignment, the parties hereby agree as follows:

1. Assignment of Trademark. Effective as of the date executed by Assignors and the payment of the above-referenced seventy-five thousand dollars (\$75,000), Assignors hereby assign, transfer, and convey to Assignee and its successors, assigns, and legal representatives, in perpetuity and royalty-free, any and all of Assignors' worldwide right, title, and interest in and to the Trademark, including, without limitation: (i) the accompanying goodwill of the business symbolized by the Trademark; (ii) any and all registrations and applications for registration of the Trademark; (iii) any and all other rights, privileges, and priorities of Assignors provided under United States, state or foreign law with respect to the foregoing Trademark, including without limitation common-law rights, trade dress rights, and rights under the laws of unfair competition ("Related Rights"); (iv) Assignors' right to sue for damages and other remedies against past, present, and future infringement, imitation, impairment, distortion, dilution, or other unauthorized use or conduct in derogation of the Trademark and Related Rights; and (v) any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademark and Related Rights. The Assignors hereby authorize the U.S. Commissioner for Trademarks to record the Assignee as the assignee and owner of all right, title, and interest in and to the Trademark.

2. Filings. The Assignors undertake that neither it nor any of Assignors' employees, officers, directors, or agents shall apply anywhere in the world to register; acquire; permit; or encourage others to apply anywhere in the world to register or acquire any trademarks, domain names, social media names, or other source identification consisting of or including the Trademark or which is confusingly similar to the Trademark, in each case where the commercial impression is one in which the trademark is identifiable as such.

3. Further Assurances. Assignors further agree to execute all documents necessary to perfect such rights, title, and interest in and to the Trademark with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts necessary to confirm the assignment of all right, title, and interest in and to the Trademarks from the Assignors to the Assignee. To the extent that any of Assignors' affiliates possess any rights in and to the Trademark, Assignors agree to procure and/or transfer such rights to Assignee so that such transfer is accomplished contemporaneously with this Assignment or as soon as immediately practicable thereafter. For the avoidance of doubt, the foregoing shall include, without limitation, Assignors' providing for the assignment and transfer to Assignee, in conjunction with InterNIC, the Internet Corporation for Assigned Names and Numbers, and/or the relevant registrar, any and all domain names and URLs related thereto.

4. Warranties. Each of the Assignors represents and warrants on behalf of himself, that the respective Assignors have not previously assigned, orally or in writing, to any third party any of Assignors' right, title, or interest in and to the Trademark, including the right to use the Trademark. Each of the Assignors also represents and warrants that the Trademark does not violate or infringe upon any trademark, service mark, contract right or other intellectual property right of any other. Each of the Assignors further represents and warrants on behalf of himself that the respective Assignors have disclosed to Assignee all information known to each of the Assignors that is related to Assignors' right, title, and interest in and to the Trademark, including without limitation the chain of title for the Trademark.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

6. Costs. Except where this Assignment otherwise provides, each party will pay its own costs and expenses relating to the negotiation, preparation, execution and performance by it of this Assignment and of each document referred to herein. Assignee shall be solely responsible for the payment of costs associated with the recording of the assignment of the Trademark with the U.S. Patent and Trademark Office.

7. General.

7.1 The failure to exercise or delay in exercising a right or remedy provided by this Assignment or by applicable law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or

partial exercise of a right or remedy provided by this Assignment or by applicable law prevents further exercise of the right or remedy or the exercise of another right or remedy.

7.2 Nothing in this Assignment and no action taken by the parties under this Agreement is to be construed as constituting a partnership, joint venture, or agency relationship between the parties.

7.3 Each party agrees to co-operate in good faith following the date of this Agreement to ensure that each party and its affiliates and agents perform such acts and take such measures as may be reasonably necessary for the purpose of granting to the other party the full benefit of all relevant provisions of this Assignment.

8. Entire Agreement. This Assignment constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties.


9. Severability. If at any time any provision of this Assignment is or becomes illegal, invalid, or unenforceable in any respect under applicable law in any jurisdiction, it will not affect or impair the legality, validity, or enforceability in that jurisdiction of any other provision of this Assignment; or the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of this Assignment.

11. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York.

12. Counterparts. This Assignment may be executed in one or more counterparts (including by photocopy or facsimile), each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

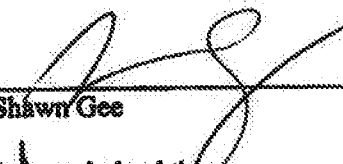
Executed this _____ day of May, 2012.

Assignors:



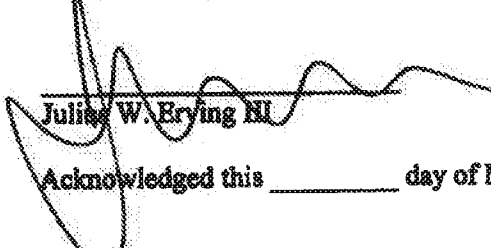
Troy Carter

Acknowledged this _____ day of May, 2012.



Shawn Gee


Acknowledged this _____ day of May, 2012.



Julie W. Erying HI

Acknowledged this _____ day of May, 2012.

Assignee: **SONY MUSIC ENTERTAINMENT**

By: 
Name: Madeline Nelson
Title: Sr VP ^{Asst}, Artist website, Record
Integrity

Acknowledged this _____ day of May, 2012.

SCHEDULE A

MARK	COUNTRY	APP. NO.	INT. CLASS	FILING DATE
CLOSER TO MY DREAMS TOUR	United States	85330210	41	May 25, 2011