

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/1997		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Concord Jazz, Inc.		01/01/1997
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Concord Records, Inc.		
Street Address:	100 N. Crescent Drive, Suite 275		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1312147	PICANTE
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038509-0040		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

Date:

06/25/2012

Total Attachments: 4

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State of California

A494007

SECRETARY OF STATE



JAC

5 pages

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUL 09 1887



Bill Jones

Secretary of State

A494007

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

AGREEMENT OF MERGER

JUN 30 1997

BILL JONES, Secretary of State

This AGREEMENT OF MERGER dated as of January 1, 1997, among ALLIANCE VENTURES, INC., a Delaware corporation ("AVI"), CONCORD JAZZ, INC., a California corporation ("CONCORD"), and THE JAZZ ALLIANCE, INC., a California corporation ("JAZZ").

WITNESSETH:

WHEREAS, AVI is the record holder of all of the issued and outstanding capital stock of CONCORD and JAZZ; and

WHEREAS, the Boards of Directors of AVI, CONCORD and JAZZ have determined that it is in the best interests of AVI, CONCORD and JAZZ that JAZZ merge with and into CONCORD (with CONCORD being the entity surviving such merger) (the "Merger") on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1
CONSTITUENT CORPORATIONS

The name and place of incorporation of each constituent corporation (each of which shall be referred to herein as a "Constituent Corporation") are as follows:

<u>Name of the Constituent Corporation</u>	<u>Place of Incorporation of the Constituent Corporation</u>
Concord Jazz, Inc.	California
The Jazz Alliance, Inc.	California

Concord Jazz, Inc. is the surviving corporation (the "Surviving Corporation").

ARTICLE 2
AMENDMENTS TO THE ARTICLES OF
THE SURVIVING CORPORATION

The Articles of Incorporation of the Surviving Corporation are hereby amended by deleting the full text of article numbered FIRST, and substituting the following therefor:

“The name of the corporation is CONCORD RECORDS, INC.”

ARTICLE 3
TERMS AND CONDITIONS OF THE MERGER;
CANCELLATION OF SHARES

As of the Effective Date (as defined below), and subject to and upon the terms and conditions of this Agreement of Merger and the laws of the State of California, JAZZ shall be merged with and into CONCORD, and CONCORD shall continue as the surviving corporation (the ‘Surviving Corporation’). The Merger shall be effective as of the date of filing of this Agreement of Merger with the Secretary of State of the State of California, along with an officers’ certificate of each Constituent Corporation as provided in Section 1103 of the California Corporations Code. Such date is referred to herein as the “Effective Date”.

ARTICLE 4
CANCELLATION OF SHARES

On the Effective Date, by virtue of the Merger and without any action on the part of CONCORD or JAZZ or any other person, each share of capital stock of JAZZ issued and outstanding immediately prior to the Effective Date shall be canceled and extinguished and no payment or other consideration shall be made with respect thereto.

ARTICLE 5
EFFECT OF THE MERGER

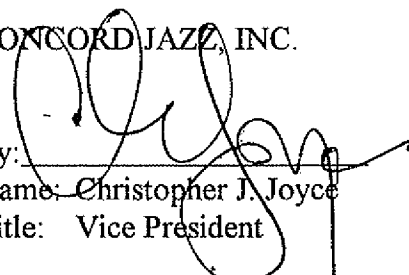
Upon the Effective Date, the Surviving Corporation shall continue its corporate existence under California law and, without limiting the generality of the foregoing, and subject thereto, shall succeed, without other transfer, to all the rights and property of each of the Constituent Corporations, and shall be subject to all the debts and liabilities of each.

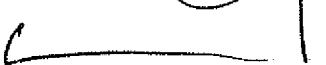
ARTICLE 6
SUBSEQUENT ACTIONS

If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise establish in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of either of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement of Merger, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Constituent Corporation, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement of Merger.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger as of the day and year first above written.


CONCORD JAZZ, INC.

By: 
Name: Christopher J. Joyce
Title: Vice President

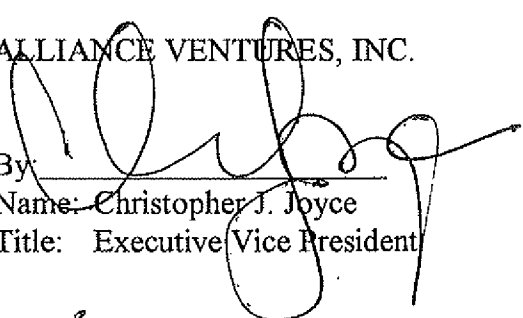
By: 
Name: Elliot B. Newman
Title: Secretary

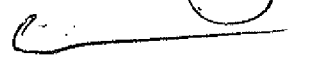
THE JAZZ ALLIANCE, INC.

By: 
Name: Christopher J. Joyce
Title: Vice President

By: 
Name: Elliot B. Newman
Title: Secretary

ALLIANCE VENTURES, INC.

By: 
Name: Christopher J. Joyce
Title: Executive Vice President

By: 
Name: Elliot B. Newman
Title: Secretary