

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Concert TV, Inc.		07/29/2010	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Stingray Digital Group Inc.
Street Address:	11400 SOUTH LAKES DRIVE
Internal Address:	Suite A
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28273
Entity Type:	CORPORATION: NORTH CAROLINA

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Serial Number:	77225494	CONCERT.TV
Serial Number:	78180378	CONCERT ON DEMAND
Serial Number:	78317204	WHO WAS YOUR FIRST
Serial Number:	78500802	
Serial Number:	78942001	GO LIVE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ls@laurencesinger.com
Correspondent Name:	Laurence Singer
Address Line 1:	46-60 156th Street
Address Line 4:	Flushing, NEW YORK 11355

NAME OF SUBMITTER:	Laurence Singer
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OP \$140.00 77225494

Signature:	/Laurence Singer/
Date:	08/16/2012
Total Attachments: 3 source=APA - Concert TV to Stingray#page12.tif source=APA - Concert TV to Stingray#page13.tif source=APA - Concert TV to Stingray#page14.tif	

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.

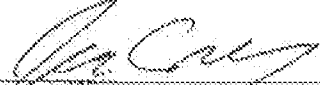
3. The provisions of Article VII of the Purchase Agreement shall apply to this Assignment mutatis mutandis.

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]

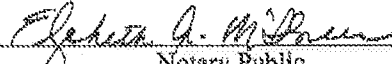
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly authorized and executed as of the date hereof.

CONCERT TV, INC.

By:   
Name: Joe Covay  
Title: CEO

STATE OF New York )  
                                  )    ISS.:  
COUNTY OF New York )

On this 29<sup>th</sup> day of July, 2010 before me personally came Joe Covay, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of Concert TV, Inc.; [s/he] signed the instrument in the name of Concert TV, Inc.; and [s/he] had the authority to sign the instrument on behalf of Concert TV, Inc..

  
Notary Public

**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