

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
Thomas Callaway		01/20/2012	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	CeeLo Green IP Holding, LLC
Street Address:	3645 Market Place Blvd.
Internal Address:	Suite 130-318
City:	East Pointe
State/Country:	GEORGIA
Postal Code:	30344
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3636707	CEE LO GREEN
Serial Number:	85448971	CEELO
Serial Number:	85449003	CEELO
Serial Number:	85449030	CEELO
Registration Number:	3566566	CEE-LO
Serial Number:	85450182	CEELO GREEN
Serial Number:	85450234	CEELO GREEN
Serial Number:	85450260	CEELO GREEN
Serial Number:	85433830	LOBERACE
Serial Number:	85433848	LOBERACE

CORRESPONDENCE DATA

Fax Number: 2124480020

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

TRADEMARK

via US Mail.

Phone: 2124481800
Email: trademark@rlscf.com
Correspondent Name: Ashley Roberts
Address Line 1: 235 Park Avenue South, Third Floor
Address Line 4: New York, NEW YORK 10003

NAME OF SUBMITTER:	Ashley Roberts
Signature:	/Ashley Roberts/
Date:	08/16/2012

Total Attachments: 5
source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of January 20, 2012 (the "Effective Date") by and between Thomas Callaway, an individual, and CeeLo Green IP Holding, LLC a Georgia limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers and sets over to Assignee in perpetuity, and Assignee hereby accepts:

(1) All of Assignor's worldwide rights, title, and interest in and to all marks and trade names set forth on Schedule A attached hereto (the "Marks"), including all variations and derivatives thereof whether in stylized or un-stylized form and in connection with any and all goods and services, and any and all registrations and/or applications for registrations thereof, whether issued or pending, together with the goodwill associated therewith and that part of Assignor's business connected with and symbolized by the Marks, and all of Assignor's other rights, privileges and priorities under applicable U.S., state and/or foreign laws with regard to the Marks, including, without limitation, Assignor's common law rights, rights under the laws of copyright and unfair competition, and any and all of Assignor's rights to obtain renewals, reissues, and extensions for the Marks, and all other legal protections pertaining to the foregoing;

(2) All income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for ~~past and future infringements and misappropriations of the Marks;~~

(3) all rights to prosecute applications, maintain, enforce and renew all registrations, and to sue for past, present and future infringements or misappropriations of the Marks; and

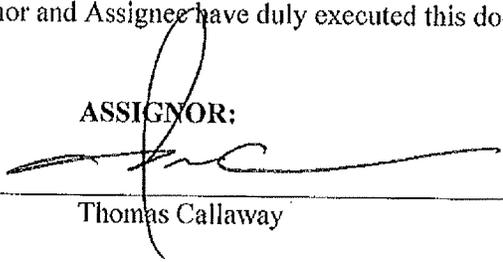
(4) all rights in any and all logos, designs, trade dress and labels, if any, associated with the Marks.

Assignor agrees to promptly execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's right, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee.

Assignor authorizes the Commissioner for Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the applications and registrations set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein.

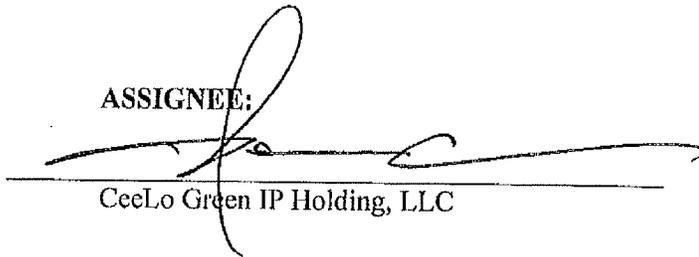
IN WITNESS WHEREOF, Assignor and Assignee have duly executed this document as of the Effective Date.

ASSIGNOR:



Thomas Callaway

ASSIGNEE:



CeeLo Green IP Holding, LLC

SCHEDULE A

to Trademark Assignment effective as of January 20, 2012 between Thomas Callaway,
and CeeLo Green IP Holding, LLC

MARK	USPTO SERIAL OR REGISTRATION NUMBER	CLASS	GOODS/ SERVICES
CEELO	8544897	9	Series of pre-recorded compact discs featuring music and musical performance; Computer game equipment containing memory devices, namely discs; prepaid magnetically encoded telephone calling cards, holders for CD-ROMS; audio and visual recordings, namely cassettes featuring music.
CEELO	85449003	41	Entertainment services in the nature of live performances by a musical performer.
CEELO	85449030	25	Hats, hooded sweatshirts; sweatshirts; t-shirts
CeeLo Green	85450182	25	Hats, hooded sweatshirts; sweatshirts; t-shirts
CeeLo Green	85450234	41	Entertainment services in the nature of live musical performances.

CeeLo Green	85450260	9	Series of pre-recorded compact discs featuring music and musical performance; Computer game equipment containing memory devices, namely discs; prepaid magnetically encoded telephone calling cards, holders for CD-ROMS; audio and visual recordings, namely cassettes featuring music.
LOBERACE	85433830	9	Audio and visual recordings featuring music and musical performances; pre-recorded CD's featuring music and musical performances; pre-recorded electronic media featuring music and musical performances.
LOBERACE	85433848	41	Entertainment services in the nature of live performances by a musical performer.
CEE-LO	3566566	9, 41	(9) Audio and visual recordings featuring music and musical performances; pre-recorded CD's featuring music and musical performances; pre-recorded electronic media featuring music and musical performances (41) Entertainment services in the nature of live performances by a musical performer.

CEE LO GREEN	3636707	9, 41	(9) Series of pre-recorded compact discs featuring music and musical performances; computer game equipment containing memory devices, namely discs; prepaid magnetically encoded telephone calling cards, holders for CD-ROMS; audio and visual recordings, namely, cassette tapes, compact discs, phonograph records, pre-recorded audio and video tapes, discs and cassettes featuring music. (41) Providing an Internet web site featuring information in the field of music and entertainment; song-writing, music composition and transcription for others; audio and video recording and production, music production and record production; motion picture song production.
-----------------	---------	-------	--