

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 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>V-Moda, LLC</td> <td></td> <td>08/30/2012</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </tbody> </table> | | | | Name | Formerly | Execution Date | Entity Type | V-Moda, LLC | | 08/30/2012 | LIMITED LIABILITY COMPANY: TEXAS | | | | | | | | | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | | | | | | | | | | | | |
| V-Moda, LLC | | 08/30/2012 | LIMITED LIABILITY COMPANY: TEXAS | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td colspan="3">Beatport, LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">2399 Blake Street, Suite 170</td> </tr> <tr> <td>City:</td> <td colspan="3">Denver</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">80205</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: COLORADO</td> </tr> </table> | | | | Name: | Beatport, LLC | | | Street Address: | 2399 Blake Street, Suite 170 | | | City: | Denver | | | State/Country: | COLORADO | | | Postal Code: | 80205 | | | Entity Type: | LIMITED LIABILITY COMPANY: COLORADO | | |
| Name: | Beatport, LLC | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 2399 Blake Street, Suite 170 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Denver | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | COLORADO | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 80205 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entity Type: | LIMITED LIABILITY COMPANY: COLORADO | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85711666</td> <td>BEATPORT</td> </tr> </tbody> </table> | | | | Property Type | Number | Word Mark | Serial Number: | 85711666 | BEATPORT | | | | | | | | | | | | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 85711666 | BEATPORT | | | | | | | | | | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Fax Number: 2124480020</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 212-448-1800</p> <p>Email: prosenthal@rlscf.com</p> <p>Correspondent Name: Peter D. Rosenthal</p> <p>Address Line 1: Ritholz Levy Sanders Chidekel & Fields L</p> <p>Address Line 2: 235 Park Ave. South, FI 3</p> <p>Address Line 4: New York, NEW YORK 10003</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | BEATPORT/TM | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Peter D. Rosenthal | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signature: | /Peter D. Rosenthal/ | | | | | | | | | | | | | | | | | | | | | | | | | | |

OP \$40.00 85711666

Date:

02/07/2013

Total Attachments: 3

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EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of August 30, 2012 by and between V-MODA, LLC, a Texas limited liability company ("Assignor") –and- BEATPORT, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain right, title and interest in and to the trademarks BEATPORT and BEAT PORT (the "Trademark") and the corresponding U.S. Patent and Trademark Office application (the "Application") set forth on the attached Schedule 1, together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business connected with and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee in perpetuity Assignor's entire right, title, interest in and to the Trademarks in the United States of America and all other jurisdictions throughout the universe, together with the goodwill associated therewith and that part of Assignor's business connected with and symbolized by the Trademarks, and all of Assignor's other rights, privileges and priorities under applicable U.S., state and/or foreign laws with regard to the Trademarks, including, without limitation, Assignor's common law rights, any rights under the laws of copyright and unfair competition, and any and all of Assignor's rights to register and maintain applications and registrations for the Trademarks, and all other legal protections pertaining to the foregoing, all to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, and Assignee hereby accepts and assumes the same. By way of example and not limitation, the foregoing conveyance includes the right to prosecute the Application, to apply for other registrations within or outside the United States of America based in whole or in part upon the Trademarks, and all other rights, both at law and in equity, to maintain and enforce any rights subsisting in the Trademarks and commencing and maintaining legal proceedings for passing off or infringement of the Trademarks or any such similar proceedings in respect thereto.

2. 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 Application set forth on Schedule 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment and/or to confirm Assignee's ownership of the Trademarks.


3. This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or email

[Remainder of page intentionally left blank. Signature page follows]

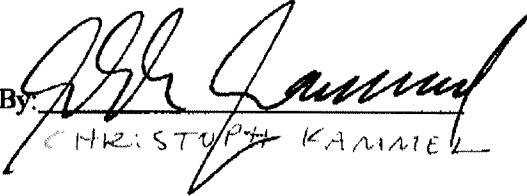
transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

V-MODA, LLC ("Assignor")

By:  _____

BEATPORT, LLC ("Assignee")

By:  _____
CHRISTOPHER KAMMEL

SCHEDULE 1

Application

| <u>Mark</u> | <u>U.P.T.O. Serial. No.</u> | <u>Filing Date</u> |
|--------------------|------------------------------------|---------------------------|
| BEATPORT | 85711666 | August 23, 2012 |