

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
LIVE NATION WORLDWIDE, INC.		08/27/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	CONSCIOUS ENTERTAINMENT GROUP, LLC
Street Address:	1952 First Avenue S
Internal Address:	Suite 1A
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98134
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	4239306	PARADISO FESTIVAL

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3108610366
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	310.975.6891
Email:	ellieschwimmer@livenation.com
Correspondent Name:	Ellie Schwimmer
Address Line 1:	9348 Civic Center Drive
Address Line 4:	Beverly Hills, CALIFORNIA 90210

ATTORNEY DOCKET NUMBER:	MUS-US-00123
NAME OF SUBMITTER:	Ellie Schwimmer
Signature:	/ES/

CH \$40.00 4239306

Date:

03/25/2013

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is entered into effective as of August 27, 2012, by and between Live Nation Worldwide, Inc., a Delaware corporation ("Live Nation") and Conscious Entertainment Group LLC, a Washington limited liability company ("CEG").

### RECITALS

A. CEG entered into a Co-Promotion Agreement dated March 26, 2012 with House of Blues Concerts, Inc. ("HOB") for the joint production of a concert event under the name "Paradiso Festival."

B. HOB is a wholly owned subsidiary of Live Nation.

C. On or about February 15, 2012, Live Nation filed Application Serial No. 85/543847 with the U.S. Patent and Trademark Office ("USPTO") for registration of the mark PARADISO FESTIVAL (the "Mark").

D. Pursuant to the Co-Promotion Agreement, CEG and HOB agreed that "the name, branding and concept for the Event, including all trademarks, service marks, copyrights and other rights in the name 'Paradiso Festival' shall be jointly owned by the parties."

### ASSIGNMENT

NOW, in consideration of the forgoing, the parties hereby agree as follows:

1. **Assignment.** Pursuant to the Co-Promotion Agreement, Live Nation hereby assigns to CEG an undivided fifty percent (50%) interest in all of Live Nation's rights, title and interest in the Mark. It is the intent of the parties that the Mark shall be jointly owned by CEG and Live Nation as set forth in the Co-Promotion Agreement.

2. **Filing.** Live Nation shall record this Assignment with the USPTO Electronic Trademark Assignment System promptly upon receipt of registration of the Mark. If permitted by the USPTO, Live Nation will list CEG's counsel of record as CEG's Domestic Representative following registration of the Mark.

3. **Cooperation.** Each party to this Assignment, upon the request of any other party to this Assignment or as required by the USPTO, will execute, acknowledge, record and/or deliver such further documents or instruments and perform such further acts as may be necessary, desirable or proper to complete this Assignment and record CEG's interest in Mark. Unless otherwise determined by the parties, Live Nation will manage future USPTO filings with respect to the Mark; provided that Live Nation will provide advance notice to CEG and its counsel of record prior to making such filings and allow CEG a reasonable period to provide any input on or response to said filing. Fees charged by the USPTO for such future filings will be paid equally by the parties.

4. **Authority.** By executing this Assignment each person warrants that he or she has the full authority to bind the party for whom he or she is signing.

5. **Successors and Assigns.** The terms of this Agreement are binding upon, and inure to the benefit of the parties hereto, their respective parents, subsidiaries, affiliates and to each of their successors, heirs, administrators and assigns.

6. **Parties Not Partners, Agents or Legal Representatives.** This Assignment is not intended to create a partnership nor give rise to either an agency or legal representative relationship between the parties. Except as expressly set forth herein, neither party may assume or create any obligation for on the behalf of or in the name of the other or bind the other party in any manner.

7. **Notices.** All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by email or facsimile (which shall be confirmed by a writing sent by registered or certified mail or equivalent promptly after such facsimile or email is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the following addresses:

**Live Nation:**

Live Nation Worldwide, Inc.  
9348 Civic Center Drive  
Beverly Hills, CA 90210  
attn: Ellie Schwimmer

**CEG:**

Conscious Entertainment Group LLC  
1952 First Avenue S, Suite 1A  
Seattle WA 98134  
Attn: Chad Anderson

**With copy to counsel of record:**

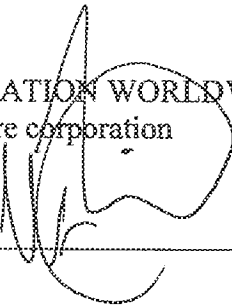
Tousley Brain Stephens PLLC  
1700 Seventh Avenue, Suite 2200  
Seattle, WA 98101  
Attn: Rodger I. Kohn

8. **Counterparts.** This Agreement may be executed by facsimile and PDF (and other similar electronic format) and in any number of counterparts, each of which shall be deemed an original

SIGNED as of the effective first set forth above.

LIVE NATION WORLDWIDE, INC., a  
Delaware corporation

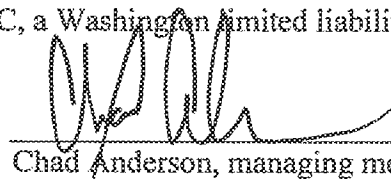
By: \_\_\_\_\_



9/21/12

CONSCIOUS ENTERTAINMENT GROUP  
LLC, a Washington limited liability company

By: \_\_\_\_\_



9/27/12  
Chad Anderson, managing member