

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
Pasquale Rotella		05/01/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	INSOMNIAC HOLDINGS, LLC
Street Address:	648 North St. Andrews Place
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85851095	CITY OF LIGHTS
Serial Number:	85804604	E. D. SEA
Serial Number:	85406393	ESCAPE FROM WONDERLAND
Serial Number:	85140808	INSOMNIAC
Serial Number:	85822233	INSOMNIAC RECORDS
Serial Number:	85816107	LA TECHNO
Serial Number:	85817364	REBEL RAVE
Serial Number:	85769269	TEMPLE OF BOOM
Serial Number:	85838372	WE ARE ONE
Serial Number:	85752157	WIDE AWAKE
Serial Number:	85769244	NIGHT OWL
Registration Number:	3688931	AUDIOTISTIC
Registration Number:	3778116	BASSCON
Registration Number:	3224808	BASSRUSH

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Registration Number:	3814061	BEYOND WONDERLAND
Registration Number:	3224789	BR BASSRUSH
Registration Number:	4090760	EDC
Registration Number:	3777422	ELECTRIC DAISY CARNIVAL
Registration Number:	4134460	ESCAPE FROM WONDERLAND
Registration Number:	2443769	INSOMNIAC
Registration Number:	3224897	INSOMNIAC
Registration Number:	3788276	INSOMNIAC WEEKENDER
Registration Number:	3505344	NOCTURNAL
Registration Number:	3774668	NOCTURNAL WONDERLAND
Registration Number:	3778117	WASTELAND
Registration Number:	4259146	WET WONDERLAND
Registration Number:	4202216	WHITE WONDERLAND

CORRESPONDENCE DATA

Fax Number: 3108610366

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

Phone: 310.975.6891

Email: ellieschwimmer@livenation.com

Correspondent Name: Ellie Schwimmer

Address Line 1: 9348 Civic Center Drive

Address Line 2: Live Nation Entertainment

Address Line 4: Beverly Hills, CALIFORNIA 90210

NAME OF SUBMITTER:	Ellie Schwimmer
Signature:	/ES/
Date:	06/19/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement"), is made and entered into as of May 1, 2013 by and between Pasquale Rotella, an individual resident of Nevada ("Assignor"), and Insomniac Holdings, LLC, a Delaware limited liability company ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, sell, transfer, convey and set over to Assignee, Assignor's entire right, title and interest in, to and under the trademarks set forth on Exhibit A hereto and all associated goodwill (the "Trademarks") throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions.

2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the parties.

3. Further Assurances. From time to time after the date hereof, the Assignor and Assignee agree to promptly take such further actions and execute and deliver such additional instruments of contribution, transfer, assignment, conveyance, delivery and assumption, and such consents, assurance and other similar instruments as may be reasonably requested by the other party in order to vest in Assignee all right, title and interest in and to the Trademarks and to carry out the purpose and intent of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of law.

5. Severability. If one or more provisions of this Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. In either case, the balance of this Agreement shall be interpreted as if such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms.

6. Counterparts. This Agreement may be executed manually, by facsimile, pdf or similar electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

ASSIGNOR:



Pasquale Rotella

ASSIGNEE:

INSOMNIAC HOLDINGS, LLC

By: 

Name: Pasquale Rotella
Title: Chief Executive Officer

TRADEMARK

REEL: 005052 FRAME: 0107

Exhibit A
TRADEMARKS

Mark	Country	IC	Application Date Application Number	Reg. No. Reg. Date	Status
FDC	CTM	25, 35, 41	TBA		Pending
ELECTRIC DAISY CARNIVAL	CTM	25, 35, 41	TBA		Pending
CITY OF LIGHTS	United States	41	2/15/2013 85/851,695		Pending
E.D. SEA	United States	39, 41	12/17/2012 85/804,604		Pending
ESCAPE FROM WONDERLAND	United States	9, 16, 18, 21, 22, 25	8/24/2011 85/406,393		Pending
INSOMNIAC	United States	32	9/29/2010 85/140,808		Pending
INSOMNIAC RECORDS	United States	9	1/18/2013 85/823,353		Pending
LA[TECHNO	United States	41	1/4/2013 85/818,107		Pending
REBEL RAVE	United States	41	1/7/2013 85/817,354		Pending
TEMPLE OF BOOM	United States	41	11/1/2012 85/769,260		Pending
WE ARE ONE	United States	41	1/3/2013 85/838,372		Pending
WIDE AWAKE	United States	41	10/11/2012 85/752,157		Pending
NIGHT OWL	United States	41	11/1/2012 85/769,244		Pending
DESIGN (Daisy & Cards)	United States	41			Proposed
DISCOVERY PROJECT	United States	41			Proposed
INSOMNIAC	United States	41			Proposed
INSOMNIAC	United States	9, 16, 18, 21, 22, 25			Proposed
AUDITISTIC	United States	41	3/10/2009 77/687,945	3,688,931 9/29/2009	Registered

				10/27/2009	3,778,136	
BASSCON	United States	41		77/858,819	4/20/2010	Registered
				4/24/2006	3,224,808	
BASSRUSH	United States	41		78/868,103	4/3/2007	Registered
				11/17/2009	3,814,081	
BEYOND WONDERLAND	United States	41		77/874,583	7/6/2010	Registered
				4/20/2006	3,224,789	
BR BASSRUSH	United States	41		78/855,885	4/3/2007	Registered
				6/17/2011	4,080,760	
ZDC	United States	41		85/349,632	1/24/2012	Registered
				8/31/2009	3,777,422	
ELECTRIC DAISY CARNIVAL	United States	41		77/816,487	4/20/2010	Registered
				7/11/2011	4,234,460	
ESCAPE FROM WONDERLAND	United States	41		85/367,334	5/1/2012	Registered
				2/12/1999	2,443,769	
INSOMNIAC	United States	35		75/640,956	4/17/2001	Registered
				5/17/2006	3,724,897	
INSOMNIAC AND DESIGN	United States	41		78/886,314	4/3/2007	Registered
				1/14/2009	3,788,276	
INSOMNIAC WEEKENDER	United States	41		77/649,123	5/12/2010	Registered
				4/24/2008	3,205,344	
NOCTURNAL	United States	41		78/868,102	9/23/2008	Registered
				8/31/2009	3,774,568	
NOCTURNAL WONDERLAND	United States	41		77/816,540	4/13/2010	Registered
				10/27/2009	3,778,117	
WASTELAND	United States	41		77/858,834	4/20/2010	Registered
				1/27/2012	4,259,146	
WET WONDERLAND	United States	41		85/527,273	12/11/2012	Registered
				1/27/2012	4,202,216	
WHITE WONDERLAND	United States	41		85/527,358	9/9/2012	Registered
				3/10/2009		
INSOMNIAC ARTIST MANAGEMENT	United States	35		77/687,942		Abandoned
				9/22/2009		
SWEET SOUNDS FESTIVAL	United States	41		77/837,586		Abandoned
				6/17/2011		
WICKED WONDERLAND	United States	41		85/349,605		Abandoned