

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SONI CONSULTING GROUP, INC.		12/23/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PRIMESPORT, INC.
Street Address:	1745 Peachtree St.
Internal Address:	Suite F
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3313709	PRIMESPORT
Registration Number:	3179657	PRIMESPORT INTERNATIONAL
Registration Number:	3152983	PRIMESPORT INTERNATIONAL
Registration Number:	3006222	ENCORETICKETS.COM
Registration Number:	2977483	ENCORE TICKETS

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley LLP
 Address Line 2: 4401 Eastgate Mall
 Address Line 4: San Diego, CALIFORNIA 92121

CH \$140.00 3313709

TRADEMARK

ATTORNEY DOCKET NUMBER:	315505-105 TM ASSIGNMENT
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/27/2013
Total Attachments: 4 source=Primesport - Trademark Assignment Agreement#page1.tif source=Primesport - Trademark Assignment Agreement#page2.tif source=Primesport - Trademark Assignment Agreement#page3.tif source=Primesport - Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of December 23, 2013 (the "Effective Date") by **SONI CONSULTING GROUP, INC.**, a Georgia corporation (the "Assignor"), for the benefit of **PRIMESPORT, INC.**, a Georgia corporation (the "Assignee").

WHEREAS, Assignor, Sandeep Soni and the Assignee have entered into that certain Intellectual Property Assignment Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's intellectual property rights that are in any way related to or used in the business of the Assignee at any time in the past, including, without limitation, those trademarks set forth on the attached Schedule A hereto (collectively, the "Marks"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. The Assignor hereby irrevocably assigns and transfers to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

SONI CONSULTING GROUP, INC.

By: 

Name: Sandeep Soni

Title:

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Trademark	Country	App. No. and Filing Date	Reg. No. and Filing Date	Class	Status
PRIMESPORT	U.S.	78638870 5/27/2005	3313709 10/16/2007	IC 35 IC 39 IC 43	Live
PRIMESPORT INTERNATIONAL	U.S.	78638857 5/27/2005	3179657 12/5/2006	IC 35 IC 39 IC 43	Live
PRIMESPORT INTERNATIONAL	U.S.	78575474 2/25/2005	3152983 10/10/2006	IC 39 IC 43	Live
ENCORETICKETS.COM	U.S.	76524604 6/23/2003	3006222 10/11/2005	IC 35	Live
ENCORE TICKETS	U.S.	76524605 6/23/2003	2977483 7/26/2005	IC 35	Live