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
19 Entertainment Limited		02/04/2014	Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Fur Ball, Inc.
Street Address:	c/o Haber Corporation 1920 Adelicia Street
Internal Address:	Suite 300
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37212
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3415693	CARRIE UNDERWOOD

CH $40.00 3415693

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (615) 749-8300
Email: nytrademark@loeb.com
Correspondent Name: Tiffany A. Dunn
Address Line 1: 1906 Acklen Ave.
Address Line 4: Nashville, TENNESSEE 37212

ATTORNEY DOCKET NUMBER:	207813-10004
NAME OF SUBMITTER:	Tiffany A. Dunn
Signature:	/Tiffany A. Dunn/

Date:	02/10/2014

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective this 4th day of February, 2014 by and between Fur Ball, Inc. (the "Assignee"), and 19 Entertainment Limited (the "Assignor").

WITNESSETH:

WHEREAS, the Assignor owns (a) those certain United States trademark(s) which are listed on Schedule A attached hereto and incorporated herein by reference (collectively, the "Trademarks") and (b) the goodwill symbolized by and connected with the use of the Trademark(s);

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademark(s), including any goodwill appurtenant thereto or symbolized thereby, and Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, to and under the Trademark(s), including any goodwill appurtenant thereto or symbolized thereby.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, conveys and delivers to Assignee, and the Assignee has agreed to assume from Assignor, all of the Assignor's right, title, and interest in and to the Trademarks throughout the world, including all registrations and applications thereof, and goodwill symbolized by and connected with the use thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. The Assignor hereby agrees to execute upon the request of the Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

3. Subject to the foregoing, all of Assignee's, and its respective affiliate's and designee's rights in and to Trademarks, as set forth in the Recording Agreement, dated February 19, 2005 between 19 Recordings Limited and Carrie Underwood (the "Recording Agreement"), shall continue to be in effect, and nothing in this Assignment shall modify or terminate any of 19 Recordings Limited's rights as set forth in the Recording Agreement, including, without limitation, Section 28.3 of the Recording Agreement.

4. Miscellaneous.

(a) Entire Agreement. This Assignment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings,

both written and oral, between the parties with respect to the subject matter hereof. Notwithstanding the foregoing,

(b) Amendments. This Assignment may be amended, modified or supplemented at any time by the parties hereto only by an instrument in writing signed on behalf of all parties.

(c) No Waiver. Nothing contained in this Assignment shall cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition or agreement contained herein to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition or agreement by the party entitled to the benefit thereof.

(d) Counterparts. This Assignment may be executed in counterparts each of which shall be deemed to constitute an original and constitute one and the same instrument.

(f) Severability. If any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof; provided, however, that the parties shall use reasonable efforts, including, but not limited to, the amendment of this Assignment, to ensure that this Assignment shall reflect as closely as practicable the intent of the parties hereto.

(g) Independent Contractors. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have any power to obligate or bind the other in any manner whatsoever, except as otherwise provided for herein.

(h) Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY APPLICABLE CONFLICTS OF LAW.

(i) Specific Performance and Consent to Jurisdiction. The parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the terms and provisions of this Assignment in any court of the United States located in the State of California, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (i) consents to commit itself to the personal jurisdiction of any Federal court located in the State of California in the event any dispute arises out of this Assignment or any of the transactions contemplated by this Assignment, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Assignment or any of the transactions contemplated by this Assignment in any court other than a Federal court sitting in the State of California.

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REEL: 005213 FRAME: 0473

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR

Name: Jonathan Leiden
Title: VP

ASSIGNEE

By: _____
Name:
Title: Secy.

TRADEMARK
REEL: 005213 FRAME: 0474

SCHEDULE A

TRADEMARK

United States Trademark Registration Number 3,415,693 (CARRIE UNDERWOOD, Class 9)