

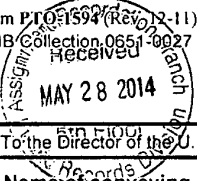
05/28/2014



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/14)

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

05-28-14

<b>1. Name of conveying party(ies):</b> UBM Musical America LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship (see guidelines) <u>Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Performing Arts Resources LLC</u> Street-Address: <u>530 One Mile Road South</u> City: <u>East Windsor</u> State: <u>NJ</u> Country: <u>USA</u> Zip: <u>08520</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>New Jersey</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance/Execution Date(s) :</b> Execution Date(s) <u>May 13, 2014</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s)      Text _____ B. Trademark Registration No.(s) <u>0816131 (Class 16)</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> <u>MUSICAL AMERICA</u>			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Stephanie Challenger</u> Internal Address: _____ Street Address: <u>PO Box 1330</u> City: <u>Hightstown</u> State: <u>NJ</u> Zip: <u>08520</u> Phone Number: <u>609-448-3346</u> Docket Number: _____ Email Address: <u>schallener@musicalamerica.com</u>		<b>6. Total number of applications and registrations involved:</b> <input type="text" value="1"/> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$40.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
<b>9. Signature:</b> <u>Stephanie Challenger</u> Signature <u>Stephanie Challenger</u> Name of Person Signing		<b>8. Payment Information:</b> Deposit Account Number: <u>05/28/2014 VNGUYEN1 00000005 0816131</u> Authorized User Name: _____      40.00 DP Total number of pages including cover sheet, attachments, and document: <input type="text" value="4"/>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005295 FRAME: 0865

May 13, 2014

## TRADEMARK ASSIGNMENT

This trademark assignment agreement (the "Agreement") is entered into freely by and between UBM Musical America LLC ("Assignor") and Performing Arts Resources LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: MUSICAL AMERICA, registration No. 0816131 (Class 16) (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Trademark (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights).

2. Consideration. In consideration for the assignment set forth in Section 1, Assignee has paid Assignor the sum of \$10.00.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

a. Assignor has the right, power and authority to enter into this Agreement;

b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;

c. The Trademark is free of any liens, security interests, encumbrances or licenses except for the Trademark License Agreement entered into by and between Assignor and Assignee dated December 18, 2012;

d. To the best of Assignor's knowledge, the Trademark does not infringe the rights of any person or entity;

e. To the best of Assignor's knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

f. This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them

respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this Agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

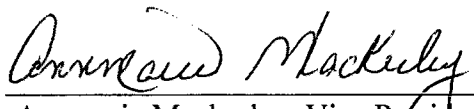
7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

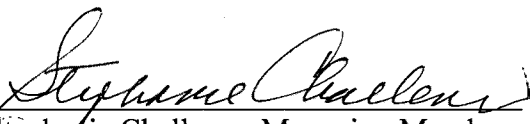
8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States of America and the State of New York without giving effect to the principles of conflicts of law thereunder. The parties agree that any proceeding arising out of or relating in any way to this Agreement shall be brought and enforced exclusively in the state or federal courts sitting in New York County, NY..

Date: May 13, 2014

ASSIGNOR:  
UBM Musical America LLC

ASSIGNEE:  
Performing Arts Resources LLC

By:   
Annmarie Mackerley, Vice President

By:   
Stephanie Challenger, Managing Member

May 13<sup>th</sup>, 2014

**NOTARIZATION FORM**

State of New York :  
County of Bronx :SS

On May 13<sup>th</sup>, 2014 before me, Miriam Morales, notary, personally appeared John Day, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Miriam Morales  
Signature

Notary

MIRIAM MORALES  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MO6217402  
Qualified in Bronx County  
My Commission Expires February 08, 2018