

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vee-Jay Limited Partnership		07/01/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Concord Music Group, Inc.		
Street Address:	100 N Crescent Dr.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2504031	VEE-JAY	
Registration Number:	2599100	VEE-JAY	
Registration Number:	2626233	VJ VEE-JAY RECORDS	
Registration Number:	2452377	VEE-JAY	
CORRESPONDENCE DATA			
Fax Number:	3108205988		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-207-3800		
Email:	dax_alvarez@bstz.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	007572.A001		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/dax alvarez/		
DATE SIGNED:	08/06/2014		
Total Attachments: 5			

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BILL OF SALE

1. **Sale and Transfer of Purchased Assets.** For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 3(b)(i) of that certain Asset Purchase Agreement dated as of July 1, 2014 (the "Purchase Agreement"), to which Concord Music Group, Inc., a Delaware corporation ("Purchaser"), and Vee-Jay Limited Partnership, a Delaware limited partnership ("Seller"), are parties, Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser and its successors and assigns, effective as of 12:01 a.m. San Francisco, California time on the Closing Date, all of Seller's right, title and interest in and to all of the Purchased Assets (as defined in the Purchase Agreement). Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement.

2. **Power of Attorney.** Seller hereby constitutes and appoints Purchaser the true and lawful agent and attorney-in-fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Purchased Assets transferred hereunder and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Purchaser or its successors and assigns may deem proper to collect or reduce to possession any of the Purchased Assets and to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Purchaser to be required to recover and collect the Purchased Assets and to use Seller's name in such lawful manner as Purchaser may reasonably deem necessary for the collection and recovery of same.

Seller hereby declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Seller.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities of and by Seller, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement will govern.

4. **No Third Party Beneficiaries.** This Bill of Sale shall be binding upon and inure solely to the benefit of Purchaser and its successors and assigns and nothing herein, express or


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implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Bill of Sale.

5. **Severability.** If any term or other provision of this Bill of Sale is determined to be invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Bill of Sale shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Bill of Sale are consummated as originally contemplated to the greatest extent possible.

6. **Electronic Execution.** This Bill of Sale may be executed and delivered by fax or electronic transmission and such execution and delivery will be binding evidence of the executing party's agreement hereto and acceptance hereof.

7. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

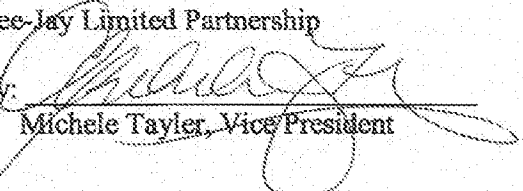
[SIGNATURE PAGE TO BILL OF SALE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of the Closing Date of the Purchase Agreement.

SELLER

Vee-Jay Limited Partnership

By:


Michele Tayler, Vice President


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VEE-JAY, L.P. Trademark Portfolio

Mark	Country	Registration No. and Date	Status	Next Renewal Deadline (day/mo/yr)
VEE-JAY & DESIGN	Australia	593175 12/22/1999	Registered	12/22/2019
VEE-JAY & DESIGN	Benelux	527669 11/13/1992	Registered	11/13/2022
VEE-JAY & DESIGN	Canada	TMA689146 6/5/2007	Registered	6/5/2022
VEE-JAY	Canada	TMA-536914 11/8/2000	Registered	11/8/2015
VJ VEE-JAY RECORDS & DESIGN	Canada	TMA689145 6/5/2007	Registered	6/5/2022
VEE-JAY & DESIGN	Canada	TMA-536913 11/8/2000	Registered	11/8/2015
VEE-JAY & DESIGN	Denmark	2915-1994 5/6/1994	Registered	5/6/2024
VEE-JAY	European Community	2086957 2/14/2001	Registered	2/14/2021
VEE-JAY & DESIGN	Finland	140838 11/20/1995	Registered	11/20/2015
VEE JAY & DESIGN	France	033208990 7/11/2003	Registered	2/6/2023
VEE-JAY & DESIGN	Germany	2071638 7/1/1993	Registered	7/1/2023
VEE-JAY & DESIGN	Italy	1040871 2/9/1996	Registered	12/22/2022
VEE-JAY & DESIGN	New Zealand	224110 1/6/1993	Registered	1/6/2024
VEE-JAY & DESIGN	Portugal	287464 7/11/1994	Registered	7/11/2024
VEE JAY & DESIGN	Sweden	258884 6/17/1994	Registered	6/17/2024

VEE-JAY, L.P. Trademark Portfolio

Mark	Country	Registration No. and Date	Status	Next Renewal Deadline
VEE-JAY & DESIGN	United Kingdom	1475711 9/6/1996	Registered	9/6/2018
VEE-JAY & DESIGN	USA	2,079,969 7/15/1997	Registered	7/15/2017
VEE-JAY & DESIGN	USA	2,504,031 11/6/2001	Registered	11/6/2021
VEE-JAY & DESIGN	USA	2,599,100 7/23/2002	Registered	7/23/2022
VJ VEE-JAY RECORDS & DESIGN	USA	2,626,233 9/24/2002	Registered	9/24/2022
VEE-JAY	USA	2,452,377 5/22/2001	Registered	5/22/2021