

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schematic Labs, Inc.		05/13/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rhapsody International Inc.		
<b>Street Address:</b>	701 5th Avenue, Suite 3100		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85209843	SOUNDTRACKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155760300		
<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>			
<b>Phone:</b>	(415) 576-0200		
<b>Email:</b>	vcordial@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Margaret C. McHugh		
<b>Address Line 1:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 2:</b>	Two Embarcadero Center, 8th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3833		
<b>ATTORNEY DOCKET NUMBER:</b>	94033-915976		
<b>NAME OF SUBMITTER:</b>	Margaret C. McHugh		
<b>SIGNATURE:</b>	/Margaret C. McHugh/		
<b>DATE SIGNED:</b>	09/04/2014		
<b>Total Attachments: 5</b>			
source=Schematic Labs Trademark Assignment Agreement executed as of 5 13 2014#page1.tif			
source=Schematic Labs Trademark Assignment Agreement executed as of 5 13 2014#page2.tif			
source=Schematic Labs Trademark Assignment Agreement executed as of 5 13 2014#page3.tif			
source=Schematic Labs Trademark Assignment Agreement executed as of 5 13 2014#page4.tif			
source=Schematic Labs Trademark Assignment Agreement executed as of 5 13 2014#page5.tif			

TRADEMARK

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*") is made and entered into on May 13, 2014 ("*Effective Date*"), by and between Rhapsody International Inc. , a Delaware corporation ("*Buyer*"), and Schematic Labs Inc., a Delaware corporation ("*Seller*"), pursuant to that certain Asset Purchase Agreement, dated as of May 13, 2014 by and between Buyer and Seller (the "*Purchase Agreement*"). Buyer and Seller agree as follows:

1. **Definitions.** In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"*Trademarks*" means any trademark, trade name, service mark, tagline, slogan, logo, logotype, design, image, graphic, artwork, word, trade dress, character, name, any identifiers of any of the foregoing, and any other indicia of source or origin, in each case that is part of the Seller-Owned IP, whether registered or unregistered, including, without limitation, those listed on the attached *Exhibit A*.

2. **Trademark Assignment.** As of the Effective Date, Seller hereby perpetually, irrevocably and unconditionally assigns, transfers and contributes to Buyer all of its right, title and interest in and to the Trademarks, including all intellectual property rights in the Trademarks, whether such rights are registered or not, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Trademarks.

3. **Covenant.** Seller shall not use, apply for, or register, or cause or assist any third party to use, apply for, or register, any trademark, service mark, design mark, or any other indicia of source origin that is confusingly similar to any of the Trademarks anywhere in the world.

4 **Additional Actions.** At any time after the date of this Assignment, at Buyer's request and expense, Seller will execute and deliver to Buyer such other instruments and documents, and take such other actions as Buyer may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

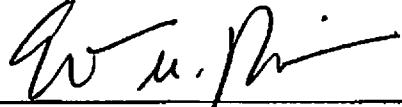
5. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. **Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached Exhibits constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be made and executed by duly authorized officers.

**RHAPSODY INTERNATIONAL INC.**

By:  \_\_\_\_\_


Name: Ethan Rudin

Title: Chief Financial Officer

*[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]*

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be made and executed by duly authorized officers.

**SCHEMATIC LABS INC.**

By:   
Name: Steve Jang  
Title: CEO

*[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]*

**TRADEMARK**  
**REEL: 005357 FRAME: 0363**

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT AGREEMENT**

**TRADEMARKS**

Mark	Country	Class	Application No./Date	Registration No.	Registration Date	Status
SOUNDTRACKING	Brazil	09	831105950 7/4/2011			Pending
SOUNDTRACKING	Brazil	42	831105976 7/4/2011			Pending
SOUNDTRACKING	Canada	09; 42; 45	1534093 6/30/2011			Pending
SHARE THE SOUNDTRACK TO YOUR LIFE	EU	09; 42; 45	010816593 4/18/2012	010816593	9/12/2012	Registered
SOUNDTRACKING	EU	09; 42; 45	010092062 7/1/2011	010092062	5/8/2013	Registered
SOUNDTRACKING	Japan	09;42	2011046092 7/1/2011	5459936	12/22/2011	Registered
SOUNDTRACKING	Mexico	09	1191404 7/1/2011	1306916	8/27/2012	Registered
SOUNDTRACKING	Mexico	42	1191405 7/1/2011	1362489	4/24/2013	Registered
AIRMIX	United States	09	86180833 1/31/2014			Pending
BEATMIX	United States	09; 42				Proposed

Mark	Country	Class	Application No./Date	Registration No.	Registration Date	Status
MIXCHAT	United States	09; 42				Proposed
SHARE THE SOUNDTRACK TO YOUR LIFE	United States	09; 42; 45	85450999 10/19/2011	4284756	2/5/2013	Registered
SOUNDTRACKING	United States	09; 42; 45	85209843 1/4/2011			Allowed