

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Frog Events LLC		09/09/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	RFGV Festivals, LLC		
Street Address:	320 West Ohio Street, Suite 1W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86221819	FIREFLY MUSIC FESTIVAL	
Registration Number:	4288092	FIREFLY MUSIC FESTIVAL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214 981 3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51584/10030		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/09/2014		
Total Attachments: 5			
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TRADEMARK

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of September 9, 2014, is by and between Red Frog Events LLC, an Illinois limited liability company with its principal place of business located at 320 West Ohio Street, Suite 1W, Chicago, Illinois 60654 ("Assignor"), and RFGV Festivals, LLC, a Delaware limited liability company with its principal place of business located at 320 West Ohio Street, Suite 1W, Chicago, Illinois 60654 ("Assignee").

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into the Contribution, Assignment and Assumption Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor is making a contribution of certain assets related to the production, promotion, management and operation of Firefly Music Festival (the "Business") to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Contribution Agreement, Assignee has acquired all right, title and interest in, to and under the Assigned IP, including any and all goodwill related to the Business or the Firefly Music Festival and associated with the Assigned IP, and the parties wish to record such acquisition with the United States Patent and Trademark Office and any equivalent entity in any other jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Contribution Agreement, Assignor transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in, to and under: (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill related to the Business or the Firefly Music Festival and associated with the use thereof; (ii) all trademarks, renewals and extensions of any such trademark or application; (iii) all licenses for the use of any of the foregoing; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to any of the foregoing, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.
2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States in respect to trademark issues and (ii) the laws of the State of Delaware (without giving effect to the conflict of laws rules thereof) in all other respects, including as to validity (except for trademark issues), interpretation and effect.
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
5. Miscellaneous. This Assignment is subject to all the terms and conditions of the Contribution Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Contribution Agreement.

[The remainder of this page is intentionally left blank; the signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

RED FROG EVENTS LLC

By: [Signature]
Name: Joseph A. Reynolds
Title: Member

STATE OF IL)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOSEPH REYNOLDS whose name as MEMBER of RED FROG EVENTS, a LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such person and with full authority, executed the same voluntarily for and as the act of said entity.

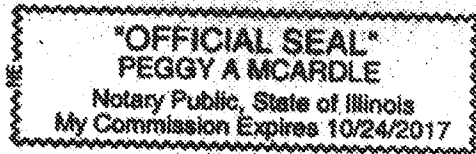
Given under my hand and official seal this 4th day of September, 2014.

[Signature]
Notary Public

(Seal)

My Commission Expires: 10/24/17

Notary Public in and for the State of Illinois



[Signature Page to Intellectual Property Assignment Agreement]

REFGV FESTIVALS, LLC

By: [Signature]
Name: Joseph A. Reynolds
Title: Authorized Person

STATE OF IL)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOSEPH REYNOLDS whose name as MEMBER of REFGV FESTIVALS, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such person and with full authority, executed the same voluntarily for and as the act of said entity.

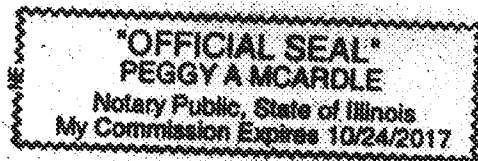
Given under my hand and official seal this 4th day of September, 2014.

[Signature]
Notary Public

(Seal)

My Commission Expires: 10/24/17

Notary Public in and for the State of Illinois



[Signature Page to Intellectual Property Assignment Agreement]

Schedule A

Trademarks

Mark	U.S. Registration Information	Foreign Registration Information
FIREFLY MUSIC FESTIVAL (Word Mark)	U.S. Registration No. 4288092	• Canada Application No. 1636947
	(Pending) U.S. Serial No. 86221819	• None