

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317684

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brian Andrews		09/22/2014	INDIVIDUAL: CANADA
Herbert Graham		09/22/2014	INDIVIDUAL: UNITED STATES
Troy Vollhoffer		09/22/2014	INDIVIDUAL: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	TFV Holdings II, LLC
<b>Street Address:</b>	234 Space Park South
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37211
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	3596949	COUNTRY THUNDER
<b>Registration Number:</b>	3596927	COUNTRY THUNDER USA
<b>Registration Number:</b>	3593552	COUNTRY THUNDER RECORDS
<b>Serial Number:</b>	86337318	TEXAS THUNDER
<b>Serial Number:</b>	86337326	TEXAS THUNDER MUSIC FESTIVAL

## CORRESPONDENCE DATA

Fax Number: 3102822200

*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.*

Phone: 310-282-2000 x2108

Email: krogers@loeb.com

Correspondent Name: David W. Grace

Address Line 1: 10100 Santa Monica Boulevard

Address Line 2: c/o Loeb &amp; Loeb LLP, Suite 2200

Address Line 4: Los Angeles, CALIFORNIA 90067-4120

<b>ATTORNEY DOCKET NUMBER:</b>	223023-10001
<b>NAME OF SUBMITTER:</b>	David W. Grace

TRADEMARK

<b>SIGNATURE:</b>	/David W. Grace/
<b>DATE SIGNED:</b>	09/22/2014
<b>Total Attachments: 8</b> source=Assignment 2 TFV Holdings II#page1.tif source=Assignment 2 TFV Holdings II#page2.tif source=Assignment 2 TFV Holdings II#page3.tif source=Assignment 2 TFV Holdings II#page4.tif source=Assignment 2 TFV Holdings II#page5.tif source=Assignment 2 TFV Holdings II#page6.tif source=Assignment 2 TFV Holdings II#page7.tif source=Assignment 2 TFV Holdings II#page8.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment"), dated as of September 22, 2014 (the "Effective Date"), is made by and among Brian Andrews, Herbert Graham and Troy Vollhoffer (each an "Assignor" and collectively, the "Assignors"), on the one hand, and TFV Holdings II, LLC, a Delaware limited liability company ("Assignee"), on the other.

### WITNESSETH:

WHEREAS, reference is hereby made to that certain Transaction Agreement to be entered into by and among WME Country, LLC, Country Thunder Holdings, LLC, Assignee and the other parties thereto (the "Transaction Agreement"); and

WHEREAS, as a condition precedent to the effectiveness of the Transaction Agreement, Assignee shall accept and each Assignor shall transfer and assign to Assignee all of each Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Each Assignor hereby transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from each Assignor, all of such Assignor's right, title and interest in and to the Trademarks, which in each case is the percentage amount in each Trademark as set forth opposite each Assignor's name as shown on Schedule B hereto, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of any Assignor accruing thereunder.

Section 1.2 Acknowledgement. Each Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by each Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, each Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to

perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Transaction Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of any Assignors or Assignee, if any, under the Transaction Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Transaction Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Transaction Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

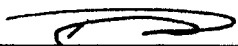
Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and each Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

**ASSIGNORS:**

  
\_\_\_\_\_  
Brian Andrews

\_\_\_\_\_  
Herbert Graham


\_\_\_\_\_  
Troy Vollhoffer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

ASSIGNORS:

\_\_\_\_\_  
Brian Andrews

  
\_\_\_\_\_  
Herbert Graham

\_\_\_\_\_  
Troy Vollhoffer

[Signature Page to Trademark Assignment]

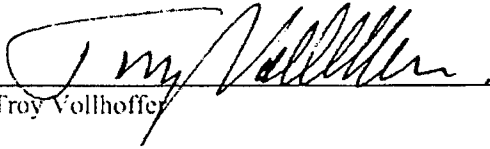
TRADEMARK  
REEL: 005367 FRAME: 0028

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

ASSIGNORS:

\_\_\_\_\_  
Brian Andrews

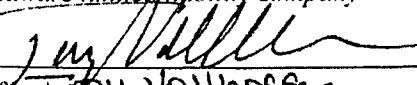
\_\_\_\_\_  
Herbert Graham

  
\_\_\_\_\_  
Troy Vollhoffer

[Signature Page to Trademark Assignment]

**ASSIGNEE:**

TFV Holdings II, LLC,  
*a Delaware limited liability company*

By:   
Name: Jay Vollhoffer  
Title: President

[Signature Page to Trademark Assignment]



**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
Country Thunder	United States	76687178/ February 28, 2008	3596949/ March 31, 2009
Country Thunder USA	United States	76684012/ November 14, 2007	3596927/ March 31, 2009
Country Thunder Records	United States	76683811/ November 8, 2007	3593552/ March 24, 2009
Texas Thunder	United States	86337318/ July 15, 2014	N/A
Texas Thunder Music Festival	United States	86337326/ July 15, 2014	N/A

[Schedule A to Trademark Assignment]

**Schedule B**

**Percentage Ownership of each Trademark**

<b>Assignor</b>	<b>Percentage Ownership of each Trademark</b>
Brian Andrews	24%
Herbert Graham	35%
Troy Vollhoffer	41%

[Schedule B to Trademark Assignment]