

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FACE, Inc.		10/31/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Townsquare Live Events Minnesota, LLC		
Street Address:	240 Greenwich Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4312333	WE FEST	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	3102774110		
Email:	hyu@mwe.com		
Correspondent Name:	Jorge Arciniega, McDermott Will & Emery		
Address Line 1:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	087632-0050 (WE FEST)		
NAME OF SUBMITTER:	Jorge Arciniega		
SIGNATURE:	/Jorge Arciniega/		
DATE SIGNED:	10/31/2014		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "**Assignment**") is made and entered into as of October 31, 2014, by and between FACE, Inc. (namely, FACE, Festivals And Concert Events, Inc.), a Minnesota corporation ("**Assignor**") and Townsquare Live Events Minnesota, LLC, a Delaware limited liability company ("**Assignee**") pursuant to Section 7.2.6 of the Asset Purchase Agreement entered into by the parties hereto as of October 22, 2014 (the "**Asset Purchase Agreement**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers exclusively to Assignee all rights, title and interest of Assignor throughout the world in perpetuity, including all statutory and common law rights, in and to the Transferred IP (as defined in the Asset Purchase Agreement), together with all goodwill symbolized thereby and/or associated therewith, and the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use thereof and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect thereto, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of the Transferred IP; all of such rights, title and interest to be held and enjoyed by Assignee and its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this Assignment not been made. For the avoidance of doubt, the Transferred IP specifically includes, but is not limited to, the trademarks, copyrights, and domain names identified in **Exhibit A** hereto.


2. **Governing Law.** This Assignment shall be construed in accordance with and governed by the federal laws of the United States (where applicable) and the laws of the State of Minnesota, without giving effect to principles of conflicts of law.

3. **Counterparts.** This Assignment may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. The parties hereto confirm that any facsimile or PDF copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have each duly executed this Assignment as of the date first above written.

Assignor:

FACE, INC. (namely, FACE, Festivals And Concert Events, Inc.)

By: 
Name: RAND LONG
Title: Pres/COO

Assignee:

TOWNSQUARE LIVE EVENTS MINNESOTA, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have each duly executed this Intellectual Property Assignment as of the date first above written.

Assignor:

FACE, INC. (namely, FACE, Festivals And Concert Events, Inc.)

By: _____
Name:
Title:

Assignee:

TOWNSQUARE LIVE EVENTS MINNESOTA, LLC

By: _____
Name: *Shirley Rose*
Title: *VP/CEO*

Exhibit A – US Federal Trademark:

Mark	Int'l Class	App. No. & App. Date	Reg. No. & Reg. Date
WE Fest	41	85/683,206 20 JUL 2012	4312333 02 APR 2013