

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julius C, LLC		11/03/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pro Arts Management & Consulting LLC		
Street Address:	36-14 28th Avenue Suite 2R		
City:	Astoria		
State/Country:	NEW YORK		
Postal Code:	11103		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77521826	ROCK STAR CAMP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	917-893-2173		
Email:	info@proartsmanagementandconsulting.com		
Correspondent Name:	Pro Arts Management & Consulting LLC		
Address Line 1:	36-14 28th Avenue Suite 2R		
Address Line 4:	Astoria, NEW YORK 11103		
NAME OF SUBMITTER:	Jason Wexler		
SIGNATURE:	/Jason Wexler/		
DATE SIGNED:	11/03/2014		
Total Attachments: 4			
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ROCK STAR CAMP TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between JULIUS C, LLC ("Assignor") and PRO ARTS MANAGEMENT & CONSULTING LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as "Rock Star Camp" (Trademark) and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest for the Trademark in perpetuity;

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark. Assignment shall take place on **November 1, 2014** and the transfer will take effect on **November 3, 2014**.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$10,000, payable 90 days after the signing of this document and official transfer of the Trademark.

Assignee agrees to pay the following percentages in perpetuity to Assignor:

5% of Gross Income derived by Assignee in 2015 after deduction of federal and state income taxes from a Pro Arts Management & Consulting LLC account that handles all cash flow for Rock Star Camp or from a new LLC formed by Assignee that will own and operate the Trademark for any business purpose that is identified as "Rock Star Camp".

3.75% of Gross Income derived by Assignee in 2016 after deduction of federal and state taxes from a Pro Arts Management & Consulting LLC account that handles all cash flow for Rock Star Camp or from a new LLC formed by Assignee that will own and operate the Trademark for any business purpose that is identified as "Rock Star Camp".

2.5% of Gross Income derived by by Assignee after deduction of federal and state taxes in Perpetuity beginning in 2017 from a Pro Arts Management & Consulting LLC account that handles all cash flow for Rock Star Camp or from a new LLC that will own and operate the Trademark for any business purpose that is identified as "Rock Star Camp".

It is agreed that Income from use of the Trademark includes the following:

- (a) Income from projects that involve Karaoke in any way. This includes private weddings, private parties, and cruise ships, among other things.
- a. Karaoke is defined by the Merriam-Webster Dictionary as:
“a device that plays instrumental accompaniments for a selection of songs to which the user sings along and that records the user's singing with the music; *also* : a form of entertainment involving the use of a karaoke machine.”
 - b. Karaoke is explained in the Encyclopedia Britannica as: (Japanese: “empty orchestra”) Use of a device that plays instrumental accompaniments to songs with the vocal tracks removed, permitting the user to sing the lead. Karaoke apparently first appeared in the amusement quarter of Kōbe, Japan, where it became popular among businessmen in the late 1970s. It gained widespread popularity in the U.S. in the late 1980s. It is usually featured at bars, where patrons can perform on a stage and sing popular hits by reading lyrics electronically displayed on a monitor. A video film often accompanies the music.
 - c. For the purposes of this Agreement, karaoke shall be defined as an independent agent singing along with music provided by Assignee. Music may be live, pre-recorded or a combination of both. The independent agent must be singing the melody, previously referred to as the “lead” in the explanation set forth by the Encyclopedia Britannica. Karaoke as defined here must account for at least 50% of the overall performance to be considered karaoke.
- (b) Projects that involve a summer camp in any way.
- (c) Income from any direct referral from a summer camp for any performance regardless of whether it includes Karaoke. A referral from a summer camp includes but is not limited to referrals made by campers, counselors, owners, receptionists, chefs, etc. A direct referral is a referral made from one camp to another entity directly from someone that has a connection to the camp and acquired information about Rock Star Camp directly from the camp or from an experience (activity or event) at the camp. After Rock Star Camp has been referred to an entity, if this new entity then makes a referral to another entity, income will not be transferred to Assignor.

Other terms are as follows:

- (a) Each payment from Assignee to Assignor will be made after deduction of federal and state income taxes.
- (b) Assignee will create a separate LLC to own the Trademark and to manage all Rock Star Camp operations and it will inform Assignor of the new LLC when it has been formed.
- (c) Accounting records, defined as the income statement, will be rendered with payment on May 30th of each following calendar year through the separate LLC.
- (d) Assignor agrees to introduce Assignee to camps with which Assignor has already made contact upon request by Assignee.
- (e) Assignor and Assignee agree to semi-annual meetings, where minutes will be taken and approved by Assignor and Assignee.
- (f) Assignee reserves the right to deem all meeting activity as sufficient. If deemed insufficient, a separate meeting may be called by Assignee so activities can be repeated.
- (g) If meetings have been called by Assignee, but are not completed by fault of Assignor by January 31 of the following calendar year, Assignee is not obligated to pay Assignor amounts outlined in Section 2 for the aforementioned calendar year.

- (h) Assignor agrees to present Assignee with all pertinent information pertaining to online content including but not limited to rights to and login information for websites, emails, and social media accounts.
- (i) Failure to pay the \$10,000 Consideration in Paragraph Two above shall be deemed a default and Assignee agrees that they must immediately transfer back the Trademark within two business days if the payment is not made within the 90 day time period. Assignee also agrees that it may raise no defenses whatsoever to any demand from Assignor for the return of the Trademark, should Assignee not make the aforesaid payment and it failed to transfer back the Trademark within two business days.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights, website and domain information, and email rights connected to the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances, or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights to the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Transfer.** In the case that current members of Julius C, LLC, Assignor, should become deceased, this Agreement will not transfer to new members. Current members are all members of Julius C, LLC as of the date of this Agreement.

Should Pro Arts Management & Consulting LLC, Assignee, choose to sell Pro Arts Management & Consulting LLC, this Agreement will not transfer to new members. Assignee agrees in good faith that Assignee will not sell Pro Arts Management & Consulting LLC or the newly formed LLC for the purpose of terminating this Agreement.

If Trademark is reassigned to the new LLC as set forth in Section 2(b), this Agreement will transfer.

5. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the

party against whom enforcement was sought.

- 6. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here.
- 7. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties, which explicitly adjoins itself to this agreement.
- 8. **Severability.** If any term, provision, covenant or condition of this Agreement or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void in the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 9. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 10. **Governing Law.** This Agreement shall be construed in accordance with, and all actions assigning hereunder shall be governed by, the Laws of The State of New York.

ASSIGNEE

[Handwritten Signature]

Drew K. Coles, Member
Pro Arts Management & Consulting LLC

8/22/2014

Date

Erin C. Higgins

Erin C. Higgins, Member
Pro Arts Management & Consulting LLC

8/22/2014

Date

ASSIGNOR

[Handwritten Signature]

Jay Stolar, Member
Julius C. LLC

8/20/14

Date

[Handwritten Signature]

Jason Wexler, Member
Julius C. LLC

8/20/14

Date

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