

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM334254

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ticket Software, LLC		02/27/2015	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	TicketNetwork, Inc.
Street Address:	75 Gerber Road East
City:	South Windsor
State/Country:	CONNECTICUT
Postal Code:	06074
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4605577	SUPERINGRESSOS
Registration Number:	4407112	TICKETSPOT
Registration Number:	4446712	SUPERBILLETS
Registration Number:	4439043	ZEROUNDER5
Registration Number:	4357070	TICKET LIQUIDATOR
Registration Number:	4325860	EZEVENT
Registration Number:	4274824	TICKET SUMMIT
Registration Number:	4186388	PRIMETIX
Registration Number:	4313974	FLEX TICKETS
Registration Number:	4083373	SUPERBOLETERÍA
Registration Number:	4061435	SEATICS
Registration Number:	3916785	TICKETNEWS
Registration Number:	3266961	TICKET SUMMIT
Registration Number:	3292461	TICKET LIQUIDATOR
Registration Number:	3357531	HAILSTORM
Registration Number:	3598162	
Registration Number:	2968832	TICKETNEWS
Registration Number:	2956502	TICKETNETWORK
Registration Number:	2812797	INDUX

OP \$540.00 4605577

Property Type	Number	Word Mark
Serial Number:	86196492	FLEX
Serial Number:	85861799	TICKET CLUB

CORRESPONDENCE DATA

Fax Number: 8608122274

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: 86064404000

Email: Kristine.Dennis@Ticketnetwork.com

Correspondent Name: Kristine Dennis

Address Line 1: 75 Gerber Road East

Address Line 4: South Windsor, CONNECTICUT 06029

NAME OF SUBMITTER:	Kristine Dennis
SIGNATURE:	/Kristine Dennis/
DATE SIGNED:	03/06/2015

Total Attachments: 3

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Intellectual Property Transfer and Assignment Agreement

This Intellectual Property Agreement (“Agreement”) is made the 27th day of February, 2015 (“Effective Date”) by and between Ticket Software, LLC, a Connecticut limited liability company having its principal place of business at 75 Gerber Road, South Windsor, Connecticut 06074 (“Ticket Software”) and TicketNetwork, Inc., a Delaware corporation having its principal place of business at 75 Gerber Road, South Windsor, Connecticut 06074 (“Assignee”).

WHEREAS, Ticket Software has acquired ownership of the registered trademarks found on Exhibit A (“Trademarks”); and

WHEREAS, Ticket Software desires to convey, transfer, assign and deliver to Assignee the Trademarks pursuant to this Agreement; and

WHEREAS, Assignee wishes to acquire all rights, title, interest, and ownership to the Trademarks;

NOW THEREFORE, the Parties, in consideration of the mutual covenants and agreements to be performed as hereinafter set forth, the receipt and sufficiency of which consideration are hereby acknowledged, hereby agree as follows:

I. Assignment and Transfer of Trademarks.

A. Ticket Software hereby irrevocably transfers, conveys, and assigns to Assignee the Trademarks and all of its rights, titles, interest, ownership, and all goodwill associated therewith.

B. Ticket Software irrevocably consents and authorizes Assignee to submit to the United States Patent and Trademark Office (“USPTO”) a request to transfer and assign all Trademarks;

D. Ticket Software shall take all steps necessary to effectuate the transfer and promptly comply with all transfer requirements of the USPTO;

E. Ticket Software hereby irrevocably consents and authorizes the USPTO to transfer and assign all title, interest, and ownership in the Trademarks to Assignee.

F. Assignee shall pay any and all fees regarding the transfer or assignment of the Trademarks as contemplated in this Agreement. Ticket Software shall not be responsible for any taxes accruing to Assignee for the transfer or assignment of the Trademarks under this Agreement.

II. Purchase Price. The purchase price payable by Assignee to Ticket Software upon transfer of the Trademarks shall be One and 00/100 (\$1.00) Dollars inclusive of all taxes of any sort (the “Purchase Price”).

III. Confidentiality. Assignee shall not disclose this Agreement, the existence of this Agreement, or the terms of this Agreement without the express written consent of Ticket Software.

IV. Representations and Warranties.

A. Ticket Software and Assignee specifically represent and warrant that:

1. No statements or representations made by or on behalf of any of the parties to this Agreement, except as specifically recited in this Agreement, have influenced, induced or caused the parties to execute this Agreement;

2. Each party hereto has read this Agreement in its entirety and understands its terms and consequences, as well as the releases it contains;

3. Each of the undersigned has the authority to enter into this Agreement and bind the party on whose behalf he or she has signed this Agreement.

B. Ticket Software specifically represents and warrants the following:

1. Ticket Software has sufficient authority and right to enter into this Agreement and perform his obligations hereunder, and in particular, to transfer and assign all rights, title, and ownership of the Trademarks to Assignee as provided in this Agreement, free and clear of all encumbrances including the existence of any liens against the Trademarks;

2. There is no contract, option or any other right of any person binding upon Ticket Software, or which at any time may become binding upon Ticket Software, to sell, transfer, assign, license or in any other way dispose of or encumber the Trademarks other than pursuant to the provisions of this Agreement;

3. Ticket Software is the sole owner of the Trademarks and Ticket Software has the right to effectuate the USPTO's transfer of the Trademarks to Assignee;

4. Ticket Software has not knowingly withheld from Assignee, knowledge of any circumstance that has caused or might cause the registration of the transfer of ownership of the Trademarks to be objected to by any person.

This Section VI shall survive the termination or expiry of this Agreement.

V. Indemnification. Each Party executing this Agreement (for purposes of this Section, the "Indemnifying Party") shall indemnify and hold harmless the other Party, its officers, directors, employees, agents, affiliates, successors, shareholders, members, and assigns for any and all costs, expenses or liabilities, including reasonable attorney's fees, arising out of the Indemnifying Party's acts or omissions in performing or failing to perform its obligation under this Agreement, including breach of any provision, representation, or warranty set forth in this Agreement and any claims or demands for any action or activities dated prior to the date of this Agreement. Each party's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying the Indemnifying Party of any claim in writing; (ii) cooperating with the Indemnifying Party in the defense of the claim; and (iii) granting the Indemnifying Party sole control of the defense or settlement of the claim. Notwithstanding the above, in the event of a claim, Ticket Software may choose to defend itself. In such event, Assignee is still responsible for all costs relating to Ticket Software's defense of such claim.

VI. Breach of Covenants. In the event suit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to costs thereof including court costs and reasonable attorneys' fees. The foregoing shall not limit any other remedies available under this Agreement or at law or equity.

VII. Miscellaneous.

A. Severability. The invalidity or unenforceability of any provision of this Agreement shall not in any way affect the validity or enforceability of the remainder of any such provision or the remaining provisions of this Agreement. The parties intend that any such provision shall be severed from this Agreement and that this Agreement shall be construed in all respects as if such invalid or unenforceable provision had never been a part of this Agreement and shall be enforced to the full extent permitted by applicable law.

B. Amendment. This Agreement may not be altered or modified except by a writing signed by both parties. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party against whom such waiver or consent is sought to be enforced.

C. Assignment. This Agreement shall be binding upon and inure to the benefit of both parties' heirs, executors and administrators, and to the successors and assigns of each party. Assignee may not assign or delegate any of its rights or obligations hereunder without the prior written consent of Ticket Software. Any attempted assignment in violation of this Agreement shall be null and void.

D. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Connecticut without regard to the conflicts of laws provisions of such state.


E. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

F. Heading. The various headings in this Agreement are inserted for convenience only and are not part of this Agreement.

G. No Implied Waivers. Failure of either party to insist upon strict compliance with any part of this Agreement shall not be considered a waiver of such compliance and shall not prevent either party from subsequently insisting upon strict compliance or from exercising its, his or her rights hereunder with respect to any past, present or future instances of non-compliance.

IN WITNESS WHEREOF, the parties have made this Agreement effective as of the day and year first above written.

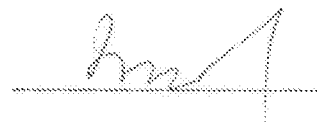
TICKETSOFTWARE, LLC



By: Donald Vaccaro

Its: Manager of the Sole Member

TICKETNETWORK, INC



By: Donald Vaccaro

Its: President