OP \$40.00 4661154

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM338518

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Live Nation Worldwide, Inc.		04/10/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	City of Plano, Texas	
Street Address:	1520 Avenue K	
City:	Plano	
State/Country:	TEXAS	
Postal Code:	75074	
Entity Type:	Home-Rule Municipal Corporation: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4661154	SUBURBIA MUSIC FESTIVAL

CORRESPONDENCE DATA

Fax Number: 9724240099

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: 972-941-7125

Email: timothyd@plano.gov

Correspondent Name: Timothy Dunn
Address Line 1: 1520 Avenue K
Address Line 2: Suite 340

Address Line 4: Plano, TEXAS 75074

NAME OF SUBMITTER:	Timothy A. Dunn
SIGNATURE:	/Timothy A. Dunn/
DATE SIGNED:	04/17/2015

Total Attachments: 2

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TRADEMARK
REEL: 005499 FRAME: 0375

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into as of April 10, 2015, by and between Live Nation Worldwide, Inc., a Delaware corporation ("Assignor") and the City of Plano Texas, a home-rule municipal corporation of the State of Texas ("Assignee").

NOW, THEREFORE, for the amount of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

- 1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, conveys and sets over to Assignee, Assignor's entire right, title and interest in, to and under the trademark SUBURBIA MUSIC FESTIVAL, including without limitation United States Patent and Trademark Office Registration No. 4661154 in connection with conducting entertainment exhibitions in the nature of multi-day, multi-artist music festivals, and all associated goodwill (the "Trademark") throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilutions.
- 2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the parties.
- 3. Further Assurances. From time to time after the date hereof, the Assignor and Assignee agree to promptly take such further actions and execute and deliver such additional instruments of contribution; transfer; assignment; conveyance; delivery and assumption; and such consents, assurance and other similar instruments as may be reasonably requested by the other party in order to vest in Assignee all right, title and interest in and to the Trademark and to carry out the purpose and intent of this Agreement.
- 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflict of law.
- 5. Severability. If one or more provisions of this Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. In either case, the balance of this Agreement shall be interpreted as if such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms.
- 6. Counterparts. This Agreement may be executed manually, by facsimile, pdf or similar electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

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TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

Paige Mims, City Attorney