

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339629

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/05/2009		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wideawake-Deathrow Entertainment LLC		04/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Death Row Acquisition LLC		
<b>Street Address:</b>	22 Harbor Park Drive		
<b>City:</b>	Port Washington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11050		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3884831	DEATH ROW RECORDS	
<b>Registration Number:</b>	3884857	DEATH ROW RECORDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108249696		
<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>			
<b>Phone:</b>	310-824-5555		
<b>Email:</b>	docketla@fulpat.com, sstrauss@fulpat.com, aharvey@fulpat.com		
<b>Correspondent Name:</b>	Fulwider Patton LLP		
<b>Address Line 1:</b>	6060 Center Drive		
<b>Address Line 2:</b>	Tenth Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90045		
<b>ATTORNEY DOCKET NUMBER:</b>	EONE-82409		
<b>NAME OF SUBMITTER:</b>	Stephen J. Strauss		
<b>SIGNATURE:</b>	/Stephen J. Strauss/		
<b>DATE SIGNED:</b>	04/28/2015		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), made and entered into as of December 6, 2012 (the "Effective Date") is by and between WIDEAWAKE-DEATHROW ENTERTAINMENT LLC, a Delaware limited liability company and a wholly-owned subsidiary of New Solutions Financial Corporation ("DEATHROW") and DEATH ROW ACQUISITION LLC, a Delaware limited liability company and a wholly-owned subsidiary of Entertainment One U.S. LP, having a business address at 22 Harbor Park Drive, Port Washington, New York 11050 ("DR ACQUISITION") which parties have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") contemporaneously herewith. Terms not defined herein shall be given their meaning as set forth in the Asset Purchase Agreement.

WHEREAS, DEATHROW is the owner, by assignment, of the trademarks set forth on Schedule A attached hereto and incorporated by reference herein, which are registered in the United States Patent and Trademark Office or are unregistered trademarks (collectively, the "Assigned Marks"); and

WHEREAS, DR ACQUISITION desires to acquire DEATHROW's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEATHROW and DR ACQUISITION agree as follows:

1. DEATHROW does hereby convey, transfer, assign and deliver to DR ACQUISITION, free and clear of all Liens, (i) all of DEATHROW's right, title and interest in and to the Assigned Marks, including the registrations and applications for registration thereof, together with all the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held, used and enjoyed by DR ACQUISITION, its successors and assigns or their legal representatives. For purposes of clarity, the Assigned Marks are deemed to include all legal and beneficial right, title, and interest in and to the trademarks relating to the recorded music and publishing business of the Death Row Estate as transferred to Seller under the Short-Form Copyright and Trademark Assignment Agreement effective February 5, 2009, and executed in connection with the Original Purchase Agreement, whether or not specifically listed on Schedule A.

2. DEATHROW shall execute and deliver, without consideration, such documents as DR ACQUISITION may reasonably request, and take any and all other actions necessary, proper or advisable to more effectively convey, transfer and assign to DR ACQUISITION (or to more effectively record or evidence the same) the Assigned Marks.

3. DEATHROW hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that state. The Parties hereto hereby consent and agree that the Ontario Superior Court of Justice, Commercial List, shall have exclusive jurisdiction to hear and determine any claims, proceedings or disputes pertaining to this Agreement or any matter arising out of or related to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

WIDEAWAKE-DEATHROW  
ENTERTAINMENT LLC


Dated: April 20/15

By: [Signature]

Name: COO

Title: Robert Thompson Sr

SCHEDULE A

Mark	Registration Number	Registration Date
DEATH ROW RECORDS	3,884,831	December 7, 2010
	3,884,857	December 7, 2010

To the extent not listed above, those items set forth in Annex A to Schedule 1.27.

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