

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escape Media Group, Inc. DBA Grooveshark		05/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UMG Recordings, Inc.		
Street Address:	2220 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4114779	GROOVESHARK	
Registration Number:	4190490	GROOVESHARK SURVEYS	
Registration Number:	4114780		
CORRESPONDENCE DATA			
Fax Number:	3108651791		
<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:	310-865-1708		
Email:	Brent.LaBarge@umusic.com		
Correspondent Name:	Brent LaBarge		
Address Line 1:	2220 Colorado Avenue		
Address Line 2:	Universal Music Group		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	GROOVESHARK		
NAME OF SUBMITTER:	Brent LaBarge		
SIGNATURE:	/Brent LaBarge/		
DATE SIGNED:	05/11/2015		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of May 8, 2015, by and between ESCAPE MEDIA GROUP, INC. DBA GROOVESHARK ("Assignor"), a Delaware corporation, as assignor, in favor of UMG RECORDINGS, INC. ("Assignee"), a Delaware corporation, as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to the GROOVESHARK, GROOVESHARK SURVEYS and Fin Design trademarks and service marks, and all combinations and variations thereof and all logos associated therewith, together with all applications and registrations therefor, including, without limitation, U.S. Registration Nos. 4,114,779, 4,190,490 and 4,114,780 (collectively, the "Trademarks");

WHEREAS, Assignor owns all right, title and interest in and to all copyright-protected designs embodied in the Trademarks (collectively, the "Copyrights");

WHEREAS, in exchange for the consideration set forth in the agreement between Assignor and Assignee dated as of April 25, 2015 (the "Agreement"), the provisions of which are hereby incorporated by reference herein, and for other good and valuable consideration, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignment of Trademarks. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing; provided, however, that until August 31, 2015, or such earlier date that the grooveshark.com domain name is transferred to Assignee, Assignee grants to Assignor a nonexclusive license to use the GROOVESHARK word mark and Design of Shark Fin within Circle on the homepage at www.grooveshark.com for the sole and exclusive purposes permitted by the Agreement. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademarks, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.

2. Assignment of Copyrights. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Copyrights throughout

the world; provided, however, that until August 31, 2015, or such earlier date that the grooveshark.com domain name is transferred to Assignee, Assignee grants to Assignor a nonexclusive license to use the Copyrights on the homepage at www.grooveshark.com for the sole and exclusive purposes permitted by the Agreement. Assignor further transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Copyrights, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this Assignment had not been made, together with all rights of recovery and of legal action for past infringements of the Copyrights, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Copyrights.

3. Representations, Warranties and Covenants. Assignor represents and warrants that it (i) owns all right, title and interest in and to the Trademarks and Copyrights free and clear of all liens and encumbrances; (ii) has full legal right, power and authority to sell, assign and transfer the Trademarks and Copyrights and to perform Assignor's obligations under this Assignment, and that no third party has the right to prevent Assignor from performing such obligations; (iii) has not entered into any agreement that conflicts with this Assignment; (iv) does not own and has not granted any rights that will interfere with Assignee's use of the Trademarks and Copyrights; and (v) does not know of and has no reason to know of any infringement or violation of third party rights by the Trademarks or Copyrights.

4. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that any President, Vice President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

ESCAPE MEDIA GROUP, INC.
DBA GROOVESHARK

By:

Title:

Date:

[Signature]
CEO

May 9, 2015

UMG RECORDINGS, INC.

By:

Title:

Date:

[Signature]
Senior Vice President

May 11, 2015

TRADEMARK