

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHAUNCEY STREET ENTERTAINMENT LLC		05/01/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alchemy Copyrights, LLC		
<b>Street Address:</b>	100 North Crescent Drive		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2202060	WIND-UP	
<b>Registration Number:</b>	3026212	WIND-UP	
<b>Registration Number:</b>	3052713	WIND-UP	
<b>Registration Number:</b>	3598868	WIND-UP	
<b>Registration Number:</b>	3627360	WIND-UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139292525		
<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>	213.929.2500		
<b>Email:</b>	ipladocket@swlaw.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	68636.00004		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	06/18/2015		

CH \$140.00 2202060

**Total Attachments: 4**

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EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made to that certain Asset Purchase and Sale Agreement (the "Purchase Agreement") dated May 1, 2015, effective as of May 1, 2015 (the "Effective Date"), as amended as of May 1, 2015, by and between Chauncey Street Entertainment LLC, a New York limited liability company d/b/a Wind-Up Records and Wind-Up Entertainment, Inc., a Delaware corporation (individually and collectively, "Assignor"), on the one part, and Alchemy Copyrights, LLC, a Delaware limited liability company d/b/a Concord Bicycle Music ("Assignee"), on the other part. All capitalized terms used herein without definition have the meanings given to them in the Purchase Agreement.

Assignor, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably sells, conveys, grants, assigns and delivers to Assignee and its successors and assigns, as of the Effective Date, One Hundred Percent (100%) of all of Assignor's right, title and interest in and to the Trademarks (as defined below).

For purposes of this Assignment, the "Trademarks" shall mean the entire right, title and interest in and to the trademarks, registered and unregistered, throughout the world, together with the U.S. and foreign registrations, which are owned and/or controlled by Assignor and described on Schedule A attached hereto and incorporated herein (or if not set forth on Schedule A, those Marks which are otherwise deemed Trademarks pursuant to the Purchase Agreement), and all common law rights and goodwill associated with such Trademarks, and the right to sue and recover for infringements occurring prior to, on or after this Assignment.

Nothing herein shall be construed to modify or vitiate or expand the terms and conditions of the Purchase Agreement. To the extent there is any conflict between any provisions of this Assignment and any provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.


This document may be executed in as many counterparts as may be required. All counterparts shall collectively constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, each Assignor has executed this Assignment of Trademarks as of this  
1st day of May, 2015, effective as of May 1, 2015.

**ASSIGNOR:**

Chauncey Street Entertainment LLC, a New  
York limited liability company, d/b/a Wind-Up  
Records



By: Edward Votri  
Its: President and Chief Executive Officer

Wind-Up Entertainment Inc., a Delaware  
corporation



By: Edward Votri  
Its: President and Chief Executive Officer

ACKNOWLEDGEMENT

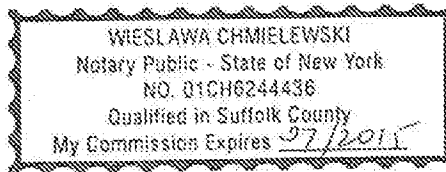
STATE OF NEW YORK

COUNTY OF SUFFOLK

On April 30, 2015 before me, Wieslawa Chmielewski a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW YORK that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten Signature]

(Notary Seal)

ASSIGNMENT OF TRADEMARKS - SCHEDULE A

Country	Description of Mark/Design	Registration #	Registration Date	International Class	Registrant
European Union	WINDUP	576215	12/3/1998	9, 41	Chauncey Street Entertainment, LLC
United States	PRONTO MERCH	3348965	12/4/2007	25	Pronto Merch LLC
United States	PRONTO MERCH	3382300	2/12/2008	21	Pronto Merch LLC
United States	PRONTO MERCH	3527864	11/4/2008	26	Pronto Merch LLC
United States	PRONTO MERCH	3329838	11/7/2008	18	Pronto Merch LLC
United States	WIND-UP	2202060	11/3/1998	9, 41	Wind-Up Entertainment, Inc.
United States	WIND-UP	3026212	12/15/2005	9	Wind-Up Entertainment, Inc.
United States	WIND-UP	3052713	1/31/2006	41	Wind-Up Entertainment, Inc.
United States	WIND-UP	3598868	3/31/2009	41	Wind-Up Entertainment, Inc.
United States	WIND-UP	3627360	5/26/2009	9	Wind-Up Entertainment, Inc.
Japan	W/WIND-UP & DESIGN	4412833	9/1/2000	9	Wind-Up Entertainment, Inc.
Japan	WIND-UP	4669261	5/9/2003	9	Wind-Up Entertainment, Inc.
Canada	WINDUP	520524	12/14/1999	9, 41	Wind-Up Entertainment, Inc.
Canada	WIND-UP	813313	12/5/2011	9, 41	Wind-Up Entertainment, Inc.
Australia	WINDUP	898612	12/19/2001	9	Wind-Up Entertainment, Inc.

**TRADEMARK**

**REEL: 005556 FRAME: 0942**

**RECORDED: 06/18/2015**