

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.M. Merchandise L.L.C. a/k/a AM Merchandise, LLC		05/13/2015	LIMITED LIABILITY COMPANY: TEXAS
A.M. Touring L.L.C. a/k/a AM Touring, LLC		05/13/2015	LIMITED LIABILITY COMPANY: TEXAS
A.M. Music L.L.C.		05/13/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	A.M. Global Marketing L.L.C.		
Street Address:	9111 Sunset Blvd., Attn: Karen Pals		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4376059	AUSTIN MAHONE	
Serial Number:	86584675	AUSTIN MAHONE	
Registration Number:	4376064	AUSTIN MAHONE	
Registration Number:	4387403	AUSTIN MAHONE	
CORRESPONDENCE DATA			
Fax Number:	3102710775		
<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:	310 271 0241		
Email:	ccgg@ccgglaw.com		
Correspondent Name:	Rob Cohen, Esq.		
Address Line 1:	9111 Sunset Blvd., Attn: Karen Pals		
Address Line 4:	Los Angeles, CALIFORNIA 90069		
ATTORNEY DOCKET NUMBER:	1316		
NAME OF SUBMITTER:	Rob Cohen		

OP \$115.00 4376059

SIGNATURE:	/Rob Cohen/
DATE SIGNED:	06/24/2015
Total Attachments: 2 source=Austin Mahone Assignment#page1.tif source=Austin Mahone Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This assignment ("Assignment") is made and entered into as of May 13, 2015, between A.M. Merchandise L.L.C. a/k/a AM Merchandise, LLC, A.M. Touring L.L.C. a/k/a AM Touring, LLC and A.M. Music L.L.C. (individually and collectively, "Assignor"), c/o Carroll, Guido & Groffman, LLP, 5 Columbus Circle, 20th Floor, New York, NY 10019, and A.M. Global Marketing L.L.C. ("Assignee"), c/o Carroll, Guido & Groffman, LLP, 9111 Sunset Boulevard, Los Angeles, CA 90069.

WHEREAS, Assignor is the owner respectively of the following trademark/service mark registrations and application, including all goodwill relating to the trademark/service mark "AUSTIN MAHONE" with respect thereto (collectively, the "Mark"):

1. registration number 4376059 in class 16;
2. registration number 4376064 in class 25;
3. registration number 4387403 in class 41; and
4. application number 86584675 in class 9.

WHEREAS, Assignor desires to transfer to Assignee its entire right, title and interest in and to the Mark, including all goodwill relating thereto, pursuant to this Assignment; and

WHEREAS, Assignee wishes to acquire the Mark from Assignor, including all goodwill relating thereto, pursuant to this Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer of Marks: Assignor hereby transfers, conveys, sells and assigns all right, title and interest whatsoever throughout the world in and to the Mark together with the goodwill of the business symbolized by the Mark, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law).

2. Further Assurances: Upon request by Assignee, Assignor shall execute and deliver such further instruments and take such further actions as may be necessary to evidence more fully the transfer to Assignee of ownership of the Mark and goodwill relating thereto. Assignor therefore agrees:

(a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Mark; and

(b) to perform in good faith any additional acts necessary or desirable in Assignee's reasonable business judgment to effectuate the terms of this Assignment.

3. Warranties: Assignor represents and warrants that: (a) Assignor is the owner of the Mark; (b) to the knowledge of Assignor, the Mark, as heretofore used by Assignor, does not infringe the rights of any other person or business entity, nor has the use of the Mark by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. §1114, or comparable laws of other jurisdictions; (c) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted and no such claim is pending against Assignor; and (d) Assignor has not entered

into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Mark in any way.

4. Protection and Defense: Assignor shall indemnify and hold harmless Assignee from and against any damage or liability, including reasonable attorneys' fees and legal expenses actually incurred and paid by Assignee for or on account of any charge, claim, suit or proceeding that alleges or is based upon any claim of any prior infringement by Assignor of the rights of any third party resulting from Assignor's use of the Mark. Assignee shall give Assignor prompt notice of any such claim and Assignor shall have the right, at its own expense, to participate in the defense thereof with legal counsel of its choice. Assignor's decisions in all such matters shall be final so long as the decisions do not involve or adversely affect Assignee or its licensees, and Assignor shall retain the right to control or resume control of the litigation at any time.

5. Miscellaneous:

(a) Entire Agreement: The provisions of this Assignment constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law: This Assignment shall be governed by and construed under the laws of Texas applicable to agreements to be wholly performed within said state.

(c) Successors and Assigns: Except as otherwise provided herein, this assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

(d) Notice and Cure: No party shall be deemed in breach of any provision hereunder unless such party shall have failed to cure such breach within thirty (30) days after receiving notice from the other party advising such party of such breach and requesting that it be cured.

IN WITNESS WHEREOF, this Assignment has been signed and delivered by and on behalf of the parties hereto as of the date first set forth above.

("Assignor")

("Assignee")

A.M. Merchandise L.L.C.
a/k/a AM Merchandise, LLC,
A.M. Touring L.L.C.
a/k/a AM Touring, LLC
and A.M. Music L.L.C.

A.M. Global Marketing L.L.C.

By: 
Authorized Signatory

By: 
Authorized Signatory