

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topshelf Company, LLC		07/28/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	IMG College Premium Events, LLC		
Street Address:	540 North Trade Street		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4551064	PARTY BOX	
CORRESPONDENCE DATA			
Fax Number:	2128087897		
<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:	212-808-7800		
Email:	Trademarks@kelleydrye.com		
Correspondent Name:	Scott Sisun		
Address Line 1:	Kelley Drye & Warren LLP		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Scott Sisun		
SIGNATURE:	/Scott Sisun/		
DATE SIGNED:	08/14/2015		
Total Attachments: 5			
source=TAB 5 - TopShelf Trademark Assignment Agreement - Fully Executed#page1.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of July 28, 2015 (the "Effective Date"), is made by and between TOPSHELF COMPANY, LLC, a North Carolina limited liability company (the "Assignor") and IMG COLLEGE PREMIUM EVENTS, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee intend to enter into a certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement") with certain other persons party thereto; and

WHEREAS, as a condition precedent to the Asset Purchase Agreement, Assignee shall accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks as listed on Schedule A hereto, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with (a) the registrations thereof, (b) all income, royalties, payments and proceeds related thereto, (c) any and all claims and causes of action with respect thereto, whether accruing on, before or after the date hereof, including all rights to and claims for damages, compensation, restitution and injunctive and other equitable relief for past, present or future infringements, dilutions, misappropriations or other violations thereof, including the right to sue and obtain equitable relief in respect thereof and to collect or otherwise recover any damages, (d) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar and (e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction.

2. Disclaimer; Ownership; No Challenge. Assignor hereby disclaims all interest in the Trademarks and except as agreed by the parties in writing, shall not, directly or indirectly, use or apply to register any Trademark, or any other intellectual property confusingly similar thereto or that would constitute an infringement of any Trademark. Assignor hereby acknowledges and agrees that from and after the date hereof Assignee shall be the exclusive owner of the Trademarks. Assignor acknowledges that all rights accruing from Assignor's use of any Trademark prior to assignment to Assignee pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in

value attached or which may become attached to such Trademarks after the date hereof. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction (a) Assignee's rights, title and interest in and to the Trademarks, (b) Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

3. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees that at any time and from time to time Assignor shall promptly execute and deliver such other documents and take all further actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect, protect or more fully evidence Assignee's and its successors' and/or assigns' respective right, title and interest in and to the Trademarks, including, without limitation, its recordation in the U.S. trademark office.

4. General Provisions. This Assignment and the Asset Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Asset Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

5. Governing Law. This Assignment shall be governed, construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any provisions relating to conflicts of laws.

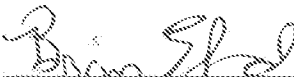
6. Counterparts. This Assignment may be executed in any number of counterparts (including by facsimile), each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

TOPSHELF COMPANY, LLC

By: 
Name: BRIAN EFIRD
Title: OWNER

ASSIGNEE:

IMG COLLEGE PREMIUM EVENTS, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

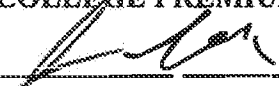
ASSIGNOR:

TOPSHELF COMPANY, LLC

By: _____
Name:
Title:

ASSIGNEE:

IMG COLLEGE PREMIUM EVENTS, LLC

By:  _____
Name: Jason Lublin
Title: Authorized Signatory

[Signature Page to Trademark Assignment]

Schedule A**U.S. Trademark Registrations**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Party Box	86094339	October 17, 2013	4551064	June 17, 2014

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