

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357547

<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>
WillCall, Inc.		08/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ticketfly, Inc.		
<b>Street Address:</b>	111 Townsend Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85661731	WILLCALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>	317-236-1313		
<b>Email:</b>	jgard@btlaw.com		
<b>Correspondent Name:</b>	Julia Spoor Gard		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-3535		
<b>ATTORNEY DOCKET NUMBER:</b>	55768-219595		
<b>NAME OF SUBMITTER:</b>	Brittany S. Smith		
<b>SIGNATURE:</b>	/bssmith/		
<b>DATE SIGNED:</b>	10/06/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of August 18, 2014 by and between Ticketfly, Inc., a Delaware corporation, (“*Assignee*”) and WillCall, Inc., a Delaware corporation (“*Assignor*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 18, 2014 (the “*Purchase Agreement*”), pursuant to which Assignee has acquired substantially all of the assets of Assignor, including all of the Assignor’s right, title and interest in and to the trademarks, service marks, and trade names, together with the good will associated with and symbolized by them listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to such state’s principles of conflicts of law. 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. This Assignment and any amendments hereto may be executed in

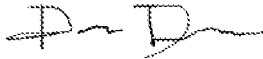
one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

WILLCALL, INC.

By:   
Name: Donald Dinch  
Title: CEO

**ASSIGNEE:**

TICKETFLY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

WILLCALL, INC.

By: \_\_\_\_\_  
Name: Donnie Dinch  
Title: Chief Executive Officer

**ASSIGNEE:**

TICKETFLY, INC.

By:   
Name: Andrew Dreskin  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE I**

ASSIGNED TRADEMARKS

“WillCall”

ASSIGNED TRADE NAMES

4828-1953-5900, v. 2

4828-1953-5900.v2

**RECORDED: 10/06/2015**

**TRADEMARK  
REEL: 005638 FRAME: 0406**