

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365854

<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>
Razor & Tie Direct, L.L.C.		10/01/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Razor & Tie Holdings, LLC		
<b>Street Address:</b>	214 Sullivan Street		
<b>Internal Address:</b>	Suite 4A		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2677561	RAZOR & TIE	
<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>	69962.00003		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>SIGNATURE:</b>	/Dax Alvarez/		
<b>DATE SIGNED:</b>	12/15/2015		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF TRADEMARKS**

Reference is made to the Contribution and Purchase Agreement (the "Contribution Agreement") dated as of October 1, 2015 (the "Effective Date"), by and among Razor & Tie Direct, LLC, a New York limited liability company ("R&T Direct"), Razor & Tie Recordings, LLC, a New York limited liability company ("R&T Recordings"), Kidz Bop LLC, a Delaware limited liability company ("KB"), Kidz Bop Tour LLC, a New York limited liability company ("KB Tour"), Razor & Tie Music Publishing, LLC, a New York limited liability company ("R&T Pubco" and collectively with R&T Direct, R&T Recordings, KB and KB Tour, the "Assignors"), New Razor & Tie Holdings LLC, a Delaware limited liability company ("Holdings"), New Razor & Tie Enterprises, LLC ("Company"), a Delaware limited liability company and Alchemy Copyrights, LLC, a Delaware limited liability company. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Contribution Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) each of the Assignors hereby sells, conveys, grants, assigns, transfers and delivers unto Holdings, One Hundred Percent (100%) of each Assignor's right, title and interest in and to the Trademarks (the "First Assignment") and (b) immediately following the First Assignment, Holdings hereby sells, conveys, grants, assigns, transfers and delivers unto Company and its successors and assigns, One Hundred Percent (100%) of Holdings' right, title and interest in and to the Trademarks.

For purposes of this Assignment of Trademarks, the "Trademarks" shall mean the entire right, title and interest in and to the trademarks which are owned or controlled by an Assignor, including without limitation, the Trademarks which are set forth on Schedule A attached hereto (or if not set forth on Schedule A, those Trademarks which are otherwise deemed Trademarks pursuant to the Contribution Agreement), throughout the world, whether registered or unregistered, and the U.S. and foreign registrations and applications for registration thereof, all renewals and extensions thereof, and all common law rights relating thereto, together with all translations, adaptations, modifications, derivations and combinations thereof, and including all goodwill associated therewith throughout the world, and the right to sue and recover for infringements arising prior to, on or after the Effective Date.

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

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

This agreement shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

This agreement may be executed by facsimile signatures, or by signatures transmitted by electronic means intended to preserve the original graphic and pictorial appearance thereof, and in as many counterparts as may be required. All counterparts shall collectively constitute one and the same document.

[Signature Pages Follow]

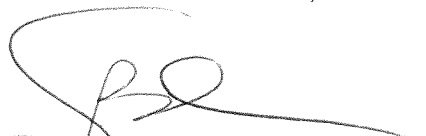
IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first above written.

**ASSIGNORS:**


**RAZOR & TIE DIRECT, LLC**

By:   
Name: Craig Balsam  
Title: Managing Director


**RAZOR & TIE RECORDINGS, LLC**

By:   
Name: Craig Balsam  
Title: Managing Director


**RAZOR & TIE MUSIC PUBLISHING, LLC**

By:   
Name: Craig Balsam  
Title: Managing Director

**KIDZ BOP LLC**

By:   
Name: Craig Balsam  
Title: Co-Chief Executive Officer

**KIDZ BOP TOUR LLC**

By:   
Name: Craig Balsam  
Title: Co-Chief Executive Officer

[Signature Page to Assignment of Trademarks]

**HOLDINGS:**

**NEW RAZOR & TIE HOLDINGS LLC**

By: [Signature]  
Name: Clifford Chenfeld  
Title: Member

By: [Signature]  
Name: Craig Balsam  
Title: Member

**COMPANY:**

**NEW RAZOR & TIE ENTERPRISES LLC**

By: New Razor & Tie Holdings LLC, its Sole Member

By: [Signature]  
Name: Clifford Chenfeld  
Title: Member

By: [Signature]  
Name: Craig Balsam  
Title: Member

STATE OF New York  
COUNTY OF New York

Before me, Ethan Cohen the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Craig Balsam, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Director **RAZOR & TIE DIRECT, LLC**, a New York limited liability company, the Managing Director **RAZOR & TIE RECORDINGS, LLC**, a New York limited liability company; the Managing Director **RAZOR & TIE MUSIC PUBLISHING, LLC**, a New York limited liability company; the Co-Chief Executive Officer **KIDZ BOP LLC**, a Delaware limited liability company; the Co-Chief Executive Officer **KIDZ BOP TOUR LLC**, a New York limited liability company; the Member **NEW RAZOR & TIE HOLDINGS LLC**, a Delaware limited liability company; and the Member **NEW RAZOR & TIE ENTERPRISES LLC**, a Delaware limited liability company, and that he in such capacities, being authorized so to do, executed the foregoing, and duly acknowledged to me that he executed the same.

WITNESS my hand and seal at office, on this 1 day of October, 2015.

[Signature]  
Notary Public  
My Commission Expires: 7/23/16

ETHAN COHEN  
Notary Public, State of New York  
No. 01CO6266260  
Qualified in New York County  
Commission Expires July 23, 2016

STATE OF New York  
COUNTY OF New York

Before me, Ethan Cohen the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Cliff Chenfeld, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Member **NEW RAZOR & TIE HOLDINGS LLC**, a Delaware limited liability company; and the Member **NEW RAZOR & TIE ENTERPRISES LLC**, a Delaware limited liability company, and that he in such capacities, being authorized so to do, executed the foregoing, and duly acknowledged to me that he executed the same.

WITNESS my hand and seal at office, on this 1 day of October, 2015.

[Signature]  
Notary Public  
My Commission Expires: 7/23/16

ETHAN COHEN  
Notary Public, State of New York  
No. 01CO6266260  
Qualified in New York County  
Commission Expires July 23, 2016

[Signature Page to Assignment of Trademarks]