

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370104

<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>
The Cordish Company, Inc.		01/21/2016	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live! Holdings, LLC		
<b>Street Address:</b>	601 East Pratt Street, 6th Floor		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3951217	THE CORDISH COMPANIES	
<b>Registration Number:</b>	4290853	THE CORDISH COMPANIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dgausepohl@ecimgt.com		
<b>Correspondent Name:</b>	Dana Gausepohl		
<b>Address Line 1:</b>	601 East Pratt Street, 5th Floor		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	CORDISH LIVING		
<b>NAME OF SUBMITTER:</b>	Dana Gausepohl		
<b>SIGNATURE:</b>	/Dana Gausepohl/		
<b>DATE SIGNED:</b>	01/22/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is hereby entered into this 21st day of January 2016 by and between The Cordish Company, Inc. (hereinafter "Assignor") and Live! Holdings, LLC. (hereinafter "Assignee").

### RECITALS

**WHEREAS**, Assignor is the owner of the actual trademark(s) identified as follows: The Cordish Companies (Reg. Nos. 3951217 & 4290853) (the "Trademark"); and

**WHEREAS**, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

**NOW, WHEREFORE**, the Parties for the valuable consideration contained herein agree as follows:

### AGREEMENTS

1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.
2. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
3. Consideration. Assignee shall pay Assignor the sum of One Hundred Dollars and Zero Cents (\$100.00) payable upon execution of this Agreement.
4. Representations and Warranties. Assignor represents and warrants to Assignee:
  - a. Assignor has the right, power and authority to enter into this Agreement;
  - b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights in the Trademark;
  - c. The Trademark is free of any liens, security interests, encumbrances or licenses;
  - d. The Trademark does not infringe the rights of any person or entity;
  - e. There are no claims with respect to Assignor's rights in the Trademark;
5. Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.
6. Relationship of the Parties. The Parties agree that nothing in this Agreement shall be construed to create or form a joint venture or partnership between the Parties, it being understood that each Party is fully responsible for its separate debts, liabilities and obligations.

7. Force Majeure. If total or partial performance of this Agreement is delayed or rendered impossible for either Party by virtue of any reason whatsoever beyond its reasonable control, including, without limitation, war, invasion, act of terrorism, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, rebellion, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, unavailability of venue, materials, transportation, power or other commodity, acts of God, acts of governments or other prevailing authorities, or defaults of third parties, then such non-performance will, to the extent and for the time prevented, be excused and deemed not to constitute a breach of this Agreement.

8. Other Instruments. The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the provisions of this Agreement.

9. Amendment. This Agreement may be amended or modified by the Parties hereto from time to time but only upon approval by both of the Parties hereto contained in a written instrument.

10. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

11. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. Legal Construction. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

13. Governing Law. This Agreement shall be deemed to have been made in the State of Maryland and shall be governed by the laws of the State of Maryland, without reference to conflict of laws principles.

14. Costs. In any action to enforce this Agreement, or to collect damages on account of any default under this Agreement, the prevailing Party shall also be entitled to collect all of its costs in such action, including costs of investigation, settlement, reasonable attorneys' fees and all additional costs of collecting any judgment rendered in such action.

15. Injunctive Relief. Any breach of Section 4 of this Agreement may result in irreparable damage to Holdings for which Holdings will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, PBR acknowledges and agrees that Holdings may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

16. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.

17. Binding Arbitration. Except for any attempt to obtain an equitable order of specific performance, which may be sought in any court of competent jurisdiction, all other disputes arising out of or in connection with this Agreement that cannot be settled by mutual agreement between the

Parties shall be settled in an arbitration proceeding in a mutually agreeable location, in accordance with the then effective Commercial Arbitration Rules of the American Arbitration Association. Any award pursuant to any such arbitration proceeding shall be final, binding and non-appealable (except for errors of law).

18. Confidentiality. From and after the date of this Agreement, the Parties will regard and preserve as strictly confidential all information and material, including, but not limited to, the terms and conditions of this Agreement, specifications, notices, marketing information, and customer or client information, provided to each other (hereinafter "Confidential Information"); provided, however, the Parties hereby acknowledge and agree that neither Party will have any obligation in connection with specific Confidential Information of the other Party to the extent, but only to the extent, that such information (a) is in the public domain through no act or failure to act on the part of the receiving Party; (b) was rightfully in the receiving Party's possession prior to disclosure by the disclosing Party; (c) is approved by the disclosing Party for disclosure without restriction, in a written document that is signed by a duly authorized officer thereof; (d) is independently developed by the receiving Party by persons without access to Confidential Information of the disclosing Party, or (e) is required to be disclosed by a court or law, provided that the receiving Party must provide written notice and assistance in obtaining a protective order to the disclosing Party, and shall only disclose such information to the extent necessary.

19. Time of Essence. Time is of the essence in the performance and interpretation of this Agreement.

WITNESS the execution hereof, effective as of the Effective Date.

THE CORDISH COMPANY, INC

By:  \_\_\_\_\_

Name: Charles Jacobs

Title: Vice President

LIVE! HOLDINGS, LLC

By:  \_\_\_\_\_

Name: Dana Gauspohl

Title: Authorized Person