

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFX IP LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SFXE IP, LLC		
Street Address:	902 BROADWAY, 15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4785738	FLAVORUS	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	MARK S. LEONARDO		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 2:	BROWN RUDNICK LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	26794/159		
NAME OF SUBMITTER:	MARK S. LEONARDO		
SIGNATURE:	/MARK S. LEONARDO/		
DATE SIGNED:	01/29/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of January 27, 2016 and effective as of October 7, 2015, is made and entered into by and between SFX IP LLC, a Delaware limited liability company (“**Assignor**”), and SFXE IP, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, Assignor’s rights in the Trademarks set forth in Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:


1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee the entire right, title, interest in, to and under the Trademarks set forth in Schedule A, to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee any and all causes of action and rights to bring suit for past infringement of the Trademarks set forth in Schedule A.
2. Assignor hereby represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.
3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademark.
4. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee’s ownership of, the Trademarks as set forth in Schedule A.
5. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor’s place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 4 above.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.


ASSIGNOR:

SFX IP LLC

By: 
Name: Richard Rosenstein
Title: CFO

ASSIGNEE:

SFXE IP LLC

By: 
Name: Richard Rosenstein
Title: CFO

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005719 FRAME: 0530

SCHEDULE A
TRADEMARKS

Mark	Owner	Registration No.	Jurisdiction
FLAVORUS	SFX IP LLC	4785738	United States