

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAME HOUSE, LLC		10/21/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SFX MARKETING 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:	4791053	(R)EVOLUTIONARY DIGITAL	
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: 5			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of October 21, 2013 (the "Effective Date"), by and among SFX MARKETING LLC, a Delaware limited liability company ("Acquiror"), and FAME HOUSE, LLC, a Pennsylvania limited liability company ("Transferor").

WHEREAS, Acquiror and Transferor are parties to that certain Asset Purchase Agreement, dated September 19, 2013 (the "Asset Purchase Agreement");

WHEREAS, the execution and delivery of this Agreement by Transferor is a condition to the obligations of Acquiror to consummate the transactions contemplated by the Asset Purchase Agreement;

WHEREAS, Transferor owns certain rights, title and interest in and to the Transferor Intellectual Property, including, without limitation, the Transferor Intellectual Property set forth and described on Schedule 2.1(a)(i) attached to the Asset Purchase Agreement; and

WHEREAS, Transferor wishes to sell, convey, transfer, assign and deliver to Acquiror all of the Purchased Assets as specifically set forth in the Asset Purchase Agreement, including, without limitation, Transferor's right, title and interest in, to and under the Transferor Intellectual Property and all goodwill symbolized thereby and associated therewith, and Acquiror wishes to purchase, acquire and accept from Transferor such Purchased Assets, including, without limitation, such Transferor Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the consideration hereinafter set forth, each of Acquiror and Transferor hereby agrees as follows:

1. Defined Terms. All terms set forth herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment and Assumption. Transferor hereby contributes, sells, transfers, conveys, assigns and delivers to Acquiror all of the Purchased Assets as specifically set forth in the Asset Purchase Agreement; and Acquiror hereby assumes and agrees to perform and timely pay and discharge the Assumed Liabilities specifically set forth in the Asset Purchase Agreement. Transferor also hereby warrants and agrees to forever defend the assignment of the Transferred Contracts as specifically set forth in the Asset Purchase Agreement unto Acquiror against the claims and demands of all parties.

3. Assignment of Transferor Intellectual Property; Power of Attorney.

(a) Transferor hereby perpetually and irrevocably assigns to Acquiror (i) all of Transferor's right, title and interest in, to and under the Transferor Intellectual Property, including, without limitation, all intellectual property listed on Schedule 2.1(a)(i) attached to the Asset Purchase Agreement, and all goodwill symbolized thereby and associated therewith and including all rights therein provided by international conventions and treaties, and the right to

sue for past, present and future infringement thereof, (ii) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferor Intellectual Property occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom, (iii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferor Intellectual Property, and (iv) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferor Intellectual Property.

(b) Transferor shall take all actions necessary to effectuate the assignment of the Transferor Intellectual Property contemplated hereunder, including but not limited to, making filings which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world. In the event that Transferor does not take in a timely fashion any action reasonably deemed necessary or advisable by Acquiror, Acquiror shall have the right to take such action. Transferor hereby grants to Acquiror an irrevocable power of attorney, coupled with an interest, to take all action contemplated or authorized pursuant to this Section 3 including, but not limited to, filings which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

4. Transfer of Domain Names. Transferor shall, within twenty (20) days following the Closing, (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Acquiror on an expedited basis, (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Acquiror on an expedited basis.

5. Further Assurances. Each party hereto shall execute such further and other assurances and do such other acts, instruments, papers and documents as each party hereto may reasonably require to implement the intentions of this Agreement, including, but not limited to, the execution and delivery of any additional documents and performance of other additional acts necessary or desirable to record and perfect the interest of Acquiror in and to the Transferor Intellectual Property.

6. Representations and Warranties. Notwithstanding the foregoing, no provision of this Agreement shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations or any of the obligations and indemnifications, and the limitations relating thereto, of Acquiror or Transferor) set forth in the Asset Purchase Agreement, this Agreement being intended solely to effect the transfer of certain assets, obligations and liabilities pursuant to the Asset Purchase Agreement in accordance with the Asset Purchase Agreement.

7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure

solely to the benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, including, without limitation, any union or any employee or former employee of Transferor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights or employment for any specified period, under or by reason of this Agreement.

8. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Acquiror and Transferor.

9. Severability. If any provision of this Agreement is held invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions shall not for that reason alone be unenforceable or invalid. In such case, the parties hereto agree to negotiate in good faith to create an enforceable contractual provision to achieve the purpose of the invalid provision. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to Applicable Law and shall be enforced as amended.

10. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by the other parties hereto.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to the conflicts of law rules of such state.


[Signature Page Follows]

IN WITNESS WHEREOF, each of Acquiror and Transferor has executed and delivered this Agreement on the date first above written:

ACQUIROR:


SFX MARKETING LLC

By: SFX Entertainment Inc., its sole member

By: 
Name: Timothy Crowhurst
Title: President

TRANSFEROR:

FAME HOUSE, LLC

By: 
Name: Michael Spbach
Title: Manager

(Signature Page to Assignment and Assumption Agreement)

SCHEDULE A
TRADEMARKS

Mark	Owner	Registration No.	Jurisdiction
(R)EVOLUTIONARY DIGITAL	FAME HOUSE LLC	4,791,053	United States