

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Anthem Entertainment Group Inc.		01/21/2016	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ole Media Management (GP) Inc.		
Street Address:	266 King Street West, Suite 500		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 1H8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2308332	ANTHEM	
Registration Number:	2384502	ANTHEM	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	310-282-2000 x2108		
Email:	efilings@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	212701-10004		
DOMESTIC REPRESENTATIVE			
Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Blvd., Suite 2200		
Address Line 2:	c/o Loeb & Loeb LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	David W. Grace		

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SIGNATURE:	/David W. Grace/
DATE SIGNED:	02/01/2016
Total Attachments: 3 source=Trademark Assignment Anthem to Ole#page1.tif source=Trademark Assignment Anthem to Ole#page2.tif source=Trademark Assignment Anthem to Ole#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, The Anthem Entertainment Group Inc., a corporation incorporated under the laws of Ontario (the "**Assignor**"), the full post office address of whose principal office or place of business is 266 King Street West, Suite 500, Toronto, Ontario, M5V 1H8, is the owner of certain trademarks, including, without limitation, the trademarks (registered trademarks and pending trademark application in association with the goods and services listed therein) identified in the attached **Schedule "A"** (collectively the "**Trademarks**");

AND WHEREAS, ole Media Management (GP) Inc., a corporation incorporated under the laws of Ontario (the "**Assignee**"), the full post office address of whose principal office or place of business is 266 King Street West, Suite 500, Toronto, Ontario, M5V 1H8 desires to acquire the entire right, title and interest in the Trademarks and the goodwill associated with the Trademarks;

AND WHEREAS the Assignor wishes to assign the Trademarks to the Assignee, and the Assignee wishes to confirm its ownership of the whole right, title and worldwide interest in and to the Trademarks;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor sells, assigns and transfers unto the Assignee, its successors, assigns or legal representatives, the whole right, title and worldwide interest to the Trademarks, together with the goodwill of any and all business carried on in association with and symbolized by the trademarks and in the Trademarks, and together with the right to sue for and recover damages in the name of the Assignee for any and all past and future infringements of such Trademarks the same to be held by the Assignee, its successors, assigns or legal representatives, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made;

AND the Assignor confirms that it has waived and does hereby irrevocably waive in favour of the Assignee now and in the future any and all rights in the Trademarks which may have accrued to the Assignor, including but not limited to any moral rights for copyrights in the Trademarks;

AND the Assignor hereby authorizes the issuance of any and all said registrations for the Trademarks, not already issued, to the Assignee, its successors, assigns or legal representatives;

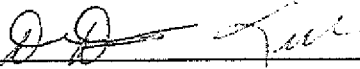
AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications, oaths, declarations, powers of attorney and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations, re-issues or extensions of registrations for the Trademarks and to vest the same in the Assignee, its successors, assigns or legal representatives, and in furtherance of the Assignee's attempts to protect the Trademarks and the goodwill therein;

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

This Assignment shall be governed and construed in accordance with the internal laws of the Province of Ontario, without regard to conflicts of law principles; shall be binding upon the Assignor, its successors and assigns; and may not be modified orally, but instead only by an agreement or instrument in writing.

THIS ASSIGNMENT is effective as of January 2 / , 2016 ("Effective Date").

The Anthem Entertainment Group Inc.

By:  _____

Name: Denis Dinsmore Ed Killin
Title: VP, Finance EVP Acquisitions

SCHEDULE "A"

CANADA – TRADEMARKS

No.	Trademark	Status App/Reg. No.
1.	ANTHEM	Pending App. 1,677,330
2.	ANTHEM ENTERTAINMENT GROUP	Registered App. 854,070 Reg. TMA570,866
3.	ANTHEM RECORDS	Registered App. 854,069 Reg. TMA570,819

UNITED STATES – TRADEMARKS

No.	Trademark	Status Reg. No.
1.	ANTHEM	Registered Reg. 2,308,332
2.	ANTHEM	Registered Reg. 2,384,502