

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM376527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/31/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VELOUR RECORDINGS, INC.		03/10/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WANDERLUST FESTIVAL, LLC		
Street Address:	26 Dobbin Street, 3rd Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11222		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3880519	WANDERLUST	
Registration Number:	3880423	WANDERLUST	
Registration Number:	4092974	WANDERLUST	
CORRESPONDENCE DATA			
Fax Number:	7574730395		
<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:	757.499.8800		
Email:	amarino@williamsmullen.com		
Correspondent Name:	Amy G. Marino		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	222 Central Park Avenue, Suite 1700		
Address Line 4:	Virginia Beach, VIRGINIA 23462-3035		
ATTORNEY DOCKET NUMBER:	070218.0002		
NAME OF SUBMITTER:	Amy G. Marino - VSB 71236		
SIGNATURE:	/Amy G. Marino/		
DATE SIGNED:	03/14/2016		
Total Attachments: 4			

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NUNC PRO TUNC ASSIGNMENT

THIS ASSIGNMENT (“Assignment”) is made by VELOUR RECORDINGS, INC., (“ASSIGNOR”), a corporation organized under the laws of the State of New York having its principal office at 628 Broadway, Suite 502, New York, New York 10012 to WANDERLUST FESTIVAL, LLC (“ASSIGNEE”), a limited liability company organized under the laws of the Commonwealth of Virginia and having its principal office at 26 Dobbin Street, 3rd Floor, Brooklyn, New York 11222.

WHEREAS, ASSIGNOR was the record owner of all of the right, title, and interest in, to and under the MARKS, and registrations thereto, listed on Schedule A (“MARKS”), which is attached hereto and incorporated into this Assignment; and

WHEREAS, ASSIGNEE was desirous of acquiring said MARKS and the goodwill associated therewith; and

WHEREAS, on August 31, 2010, ASSIGNOR did assign unto ASSIGNEE all rights, title and interest in, to and under the MARKS, together with the good will associated therewith; and

WHEREAS, the parties filed and recorded a Nunc Pro Tunc Assignment with the U.S. Patent & Trademark Office (“PTO”) on April 25, 2012 (“2012 Assignment”), reflecting an incorrect effective date of January 31, 2010.

WHEREAS, the parties desire to void all terms and provisions of the 2012 Assignment, and record a confirmatory assignment with the correct effective date of August 31, 2010.

NOW, THEREFORE, FOR One U.S. Dollar (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. This Assignment amends and restates in its entirety the 2012 Assignment, which

shall be null and void. All of the recitals set forth above shall be incorporated herein to this Assignment, by this reference, as if set forth in the body hereof.


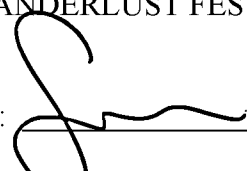
2. The parties hereto reaffirm and ratify the assignment, effective August 31, 2010, (“Effective Date”) by ASSIGNOR to ASSIGNEE, and ASSIGNOR hereby transfers, assigns, conveys and delivers to ASSIGNEE, its successors, and assigns, nunc pro tunc as of the Effective Date, all of ASSIGNOR’S right, title and interest in, to, and under the MARKS, together with the goodwill of the business in connection with which the MARKS are used and which is symbolized by the MARKS, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof and all common law rights as may have been acquired by ASSIGNOR with respect to such names, MARKS or terms confusingly similar thereto;

3. ASSIGNOR agrees to execute and deliver at the request of the ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR’S rights, title, and interest in and to the MARKS to the ASSIGNEE and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the Assignment, to the extent such evidence is in the possession or control of ASSIGNOR.

[signature page follows]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed this

Assignment this 10th day of March, 2016.

ASSIGNOR	ASSIGNEE
VELOUR RECORDINGS, INC.	WANDERLUST FESTIVAL, LLC
By: 	By: 
Name: <u>Sean Hoess</u>	Name: <u>Sean Hoess</u>
Its: <u>President</u>	Its: <u>CEO</u>

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SCHEDULE A

	MARK	REG. NO.
1	WANDERLUST (Cl. 9)	3880519
2	WANDERLUST (Cl. 41)	3880423
3	WANDERLUST (Cls. 41, 42 & 45)	4092974

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