

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rally LLC		06/07/2016	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	EVENTBRITE, INC.		
Street Address:	155 5th Street		
Internal Address:	7th floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86146245	RALLY	
CORRESPONDENCE DATA			
Fax Number:	4156597357		
<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:	415.836.2557		
Email:	tmdocket@dlapiper.com		
Correspondent Name:	Heather Dunn		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Stephanie L. Hall, Esq.		
SIGNATURE:	/Stephanie L. Hall/		
DATE SIGNED:	06/09/2016		
Total Attachments: 2			
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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into by and between Eventbrite, Inc., a Delaware corporation with an address of 155 5th Street, 7th Floor, San Francisco, California 94103 ("Assignee"), on the one hand, and Rally, LLC, a New Jersey limited liability company with an address of 2305 Plantation Drive, Glendora, New Jersey 08029, and Michael Cunningham, both individually and on behalf of Rally, LLC, (individually and collectively, "Assignor") on the other hand. Each of the parties may be referred to herein individually as a "Party" and collectively as the "Parties." All capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Trademark and App Distribution Agreement (as defined below).

RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the RALLY trademark, together with the common law rights and goodwill associated therewith, including U.S. Application Serial No. 86/146,245 (the "RALLY Mark");

WHEREAS, the United States Patent and Trademark Office has accepted the statement of use Assignor filed in support of registration of the RALLY Mark; and

WHEREAS, Assignee is entitled to acquire all right, title and interest in and to the RALLY Mark, together with the common law rights and goodwill associated therewith, pursuant to the Trademark and App Distribution Agreement dated March 11, 2016.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest the RALLY Mark, including with the common law rights and goodwill associated therewith, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the RALLY Mark, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignor, on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the RALLY Mark, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of the RALLY Mark and to maintain and enforce the RALLY Mark in all countries. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

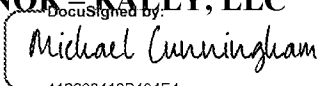
Each party represents that it has the power and authority to enter into this Trademark Assignment Agreement. If any term of this Assignment is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective as of June 7, 2016 (the "Effective Date"). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

The Commissioner of Patents and Trademarks is requested to issue the certificate of registration to the Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

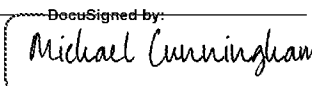
ASSIGNOR – RALLY, LLC

By: 
412663410B434E4...

Name: Michael Cunningham

Title: owner

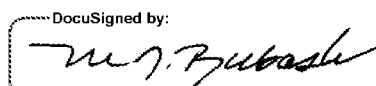
Date: 2016-06-08

Signed: 
412663410B434E4...

Michael Cunningham (individually)

Date: 2016-06-08

ASSIGNEE – EVENTBRITE, INC

By: 
5AE36CF47199477...

Name: Mark Rubash

Title: CFO

Date: 2016-06-08