

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flavorus, Inc		06/24/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Vivendi Ticketing U.S. LLC		
Street Address:	1750 Vine Street		
City:	Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4785738	FLAVORUS	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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:	3104074091		
Email:	rsmith@ktbslaw.com		
Correspondent Name:	Robert Smith		
Address Line 1:	1999 Avenue of the Stars, 39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Robert Smith		
SIGNATURE:	/Robert Smith/		
DATE SIGNED:	06/27/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “**Assignment**”) is entered into and made effective as of June 24, 2016, (the “**Effective Date**”), by and between FLAVORUS, INC., a California corporation (the “**Assignor**”), and VIVENDI TICKETING U.S. LLC, a Delaware limited liability company (the “**Assignee**”). The Assignor and the Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”), dated as of June 6, 2016, by and between Assignor, Assignee and, solely for purposes of Sections 2.1(l), 2.1(t), 6.3(b), 6.3(c), 6.4(d), 6.6, 8.3 and 11.2 and Article 12 therein, SFX Entertainment, Inc., a Delaware corporation, Assignor is assigning to the Assignee all of the Assignor’s right, title and interest in, to and under certain trademarks and trademark registrations identified on **Schedule A** hereto, and all combinations and variations thereof and all logos associated therewith (the “**Assigned Trademarks**”); and

WHEREAS, pursuant to that certain Trademark Assignment Agreement, dated as of June 16, 2016, by and between Assignor and SFXE IP LLC, a Delaware limited liability company (“**SFXE**”), recorded with the United States Patent and Trademark Office, SFXE transferred and assigned to Assignor all of SFXE’s right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment and the Asset Purchase Agreement, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT:

1. **Conveyance.** The Assignor hereby irrevocably sells, transfers, conveys, delivers and assigns to the Assignee, and the Assignee hereby accepts from the Assignor, the Assignor’s entire worldwide right, title and interest in, to and under (a) the Assigned Trademarks, including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby together with all rights derived therefrom, including statutory, common law, international treaties and conventions and contractual rights, all registrations thereof, and all records and files related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and (b) in and to all income royalties, fees, damages and payment now or hereafter due or payable with respect to the Assigned Trademarks including in and under all causes of action and the right to sue or counterclaim for, and to recover damages and other remedies in respect of, any past,

present or future infringement, dilution, misappropriation, misuse, breach, default or other unauthorized use or violation of the Assigned Trademarks.

2. **Further Acts.** Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein (“Supporting Documents”). If Assignor fails or refuses to execute any Supporting Documents within seven (7) Business Days of Assignor’s receipt of any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that any President, Vice President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor’s attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.
3. **Issuance and Recordation.** The Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and/or the applicable foreign authorities to issue any and all Assigned Trademarks to the Assignee, its successors and permitted assigns, in accordance with the terms of this Assignment. The Assignor hereby requests the U.S. Patent and Trademark Office and/or the applicable foreign authorities to record the Assignee as the assignee and owner of the applicable Assigned Trademarks. The Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
4. **Terms of the Purchase Agreement.** The Parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change in any way any of the rights or obligations of Assignee or Assignor under the Asset Purchase Agreement.
5. **Severability.** In the event that any part of this Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Assignment shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth.
6. **Amendments.** No modification or amendment of this Assignment shall be valid and binding, unless it is in writing and signed by the Parties.

7. **Successors and Assigns.** This Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns, including without limitation, any trustee appointed in any of the Bankruptcy Cases or subsequent chapter 7 cases and Assignor, if the Bankruptcy Cases are dismissed.
9. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.
11. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
13. **Governing Law; Jurisdiction.** This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of the State of New York are superseded by the Bankruptcy Code or other applicable federal Law. For so long as the Assignor is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After the Assignor is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.
15. **Waiver of Jury Trial.** **EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO OR ARISING OUT OF THIS ASSIGNMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS ASSIGNMENT, AND THAT EACH PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING**


THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS ASSIGNMENT. IN THE EVENT OF ANY LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

FLAVORUS, INC.



Name: Richard Rosenstein
Title: CFO

ASSIGNEE:

VIVENDI TICKETING U.S. LLC

Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

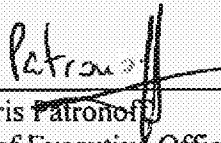
ASSIGNOR:

FLAVORUS, INC.

Name: _____
Title: _____

ASSIGNEE:

VIVENDI TICKETING U.S. LLC

By: 
Name: Boris Patronoff
Title: Chief Executive Officer

{SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT}

Schedule A

Trademark	Serial Number and Filing Date	Registration Number and Registration Date	Status	Owner
FLAVORUS	86480414 December 15, 2014	4785738 August 4, 2015	Registered	Flavorus, Inc.