

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392561

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Staging Directions, Inc. | | 01/31/2015 | Corporation: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | On Event Services, LLC | | |
| Street Address: | 6779 Crescent Drive | | |
| City: | Norcross | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30071 | | |
| Entity Type: | Limited Liability Company: GEORGIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4513386 | STAGING DIRECTIONS | |
| Registration Number: | 4513385 | STAGING DIRECTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | trademarks.atl@bryancave.com | | |
| Correspondent Name: | John C. Bush/Bryan Cave LLP | | |
| Address Line 1: | 1201 W. Peachtree Street, NW, 14th Fl. | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3488 | | |
| ATTORNEY DOCKET NUMBER: | 0376885 | | |
| NAME OF SUBMITTER: | John C. Bush | | |
| SIGNATURE: | /John C. Bush/ | | |
| DATE SIGNED: | 07/25/2016 | | |
| Total Attachments: 5 | | | |
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| source=ON Event Services LLC IP Assignment -- Exec 2015#page2.tif | | | |
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 31st day of January, 2015 (the "Effective Date"), by and between STAGING DIRECTIONS, INC., a Georgia corporation ("Assignor"), and ON EVENT SERVICES, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated on or about January 30, 2015 (the "Purchase Agreement"), pursuant to which Assignor has agreed to contribute and Assignee has agreed to receive, among other things, the intellectual property identified in Schedule 4.24(a) to the Purchase Agreement (the "IP Schedule");

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under those United States and foreign trademarks and trademark applications described on the IP Schedule and listed on Exhibit A hereto and the goodwill associated with all of the foregoing (collectively, the "Trademarks"); and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the promises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation

or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.


Except to that extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

STAGING DIRECTIONS, INC.,
a Georgia corporation

By: 
Name: Nicholas D'Allen
Its: President

ASSIGNEE:

ON EVENT SERVICES, LLC,
a Georgia limited liability company

By: _____
Name: _____
Its: _____

[Signature Page to IP Assignment]

TRADEMARK
REEL: 005843 FRAME: 0610

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year first written above.


ASSIGNOR:

STAGING DIRECTIONS, INC.,
a Georgia corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

ON EVENT SERVICES, LLC,
a Georgia limited liability company

By: 
Name: Stan Mijner
Its: President

[Signature Page to IP Assignment]

EXHIBIT A
TRADEMARKS AND TRADEMARK APPLICATIONS

| Mark (Profile Name) | Reg. Owner | Country | Serial No. | App. Date | Reg. No. | Reg. Date |
|---|--------------------------|----------------|-------------------|------------------|-----------------|------------------|
| STAGING DIRECTIONS (a standard character mark) | Staging Directions, Inc. | United States | 8581485 | January 28, 2014 | 4513386 | April 15, 2014 |
| STAGING DIRECTIONS (a design plus words, letters, and/or numbers) | Staging Directions, Inc. | United States | 85821210 | January 11, 2014 | 4513385 | April 15, 2014 |