

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/01/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SFXE IP LLC		08/08/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Beatport, LLC
Street Address:	3461 Ringsby Ct. Suite 150
Internal Address:	Taxi Drive 2
City:	Denver
State/Country:	COLORADO
Postal Code:	80216
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86790780	BEATPORT

CORRESPONDENCE DATA

Fax Number:

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.

Email: sarah@adelmanmatz.com
Correspondent Name: Sarah M. Matz
Address Line 1: 1173A Second Avenue, Suite 153
Address Line 4: New York, NEW YORK 10065

NAME OF SUBMITTER:	Sarah M. Matz
SIGNATURE:	/Sarah M. Matz/
DATE SIGNED:	08/08/2016

Total Attachments: 3

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source=ASSIGNMENT_AGREEMENT_FOR_BEATPORT_from_SFEXE_IP_LLC_to_BEATPORT_LLC (FULLY EXECUTED)#page2.tif

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TRADEMARK ASSIGNMENT AGREEMENT

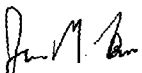
This Trademark Assignment Agreement (the "Assignment Agreement"), is made this 8th day of August, 2016 by and between SFXE IP LLC, a Delaware limited liability company, ("Assignor"), and Beatport, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor adopted, owned and licensed the "BEATPORT" trademark (the "Mark") and as such is the owner of the common law rights in and to the Mark, together with the goodwill of the business associated therewith and symbolized thereby, and is the owner of the application for registration of said Mark in the United States Patent and Trademark Office US Serial No.: 86/790,780, identified on Schedule A (the "Application"); and

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to said Mark, the common law rights associated therewith, the goodwill of the business pertaining thereto, the Application and other rights related thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers to Assignee, *nunc pro tunc* effective August 1, 2003; (i) all right, title and interest in and to the Mark; (ii) the Application for registration of the Mark, including the right to prosecute such Application and enjoy the benefits of any registrations resulting therefrom; (iii) the goodwill of the business symbolized by and associated with the Mark, and business conducted under the Mark, including but not limited to the goodwill of the business relating to the services that the Mark is used in connection with, and any part thereof pursuant to Section 10 of the



Trademark Act, 15 U.S.C. § 1060, such assignment includes the portion of the business of Assignor to which the Mark pertains; (iv) all common law rights that Assignor may have in the Mark; (v) income, royalties, damages and payments hereafter due or payable to Assignor with respect to the Mark, including but not limited to the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements, unfair competition, unjust enrichment or dilution of or damage or injury to or based on said Mark or such associated goodwill.

2. Assignor hereby requests that all appropriate trademark offices issue registrations for the Application in the name of Assignee.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

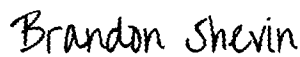
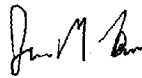
IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment Agreement, as of the date written above.

ASSIGNOR

ASSIGNEE

SFXE IP LLC

BEATPORT, LLC



By: Jason Barr,
An authorized signatory

By: Brandon Shevin,
An authorized signatory

SCHEDULE A

Mark:	BEATPORT
U.S. Serial No.	86790780
Character/ Design	Standard Character Mark
International Class	035
US Class	100, 101, 102
Goods & Services	Online store services, retail store services, mail order services and distributorship services featuring prerecorded digital music, MP3 portables, music streaming, advanced digital and computer based DJ systems and Internet portals; and providing direct marketing services to record labels for promotions; providing simple royalty accounting and e-mail marketing for artists and their management; advertising services, namely, promoting musical tours by multimedia and concert ticketing; promotional sponsorship of live music festival
First Use	08/01/2003
First Use In Commerce	08/01/2003
International Class	041
US Class	100, 101, 107
Goods & Services	Entertainment services in the nature of live musical performances and live and on-demand video performances
First Use	08/01/2003
First Use In Commerce	08/01/2003