

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rolling Stone Licensing LLC		08/08/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rolling Stone LLC		
<b>Street Address:</b>	1290 Avenue of the Americas		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3875040	ROLLING STONE LOUNGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Paige M. Amundson		
<b>SIGNATURE:</b>	/Paige M. Amundson/		
<b>DATE SIGNED:</b>	08/16/2016		
<b>Total Attachments: 4</b>			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), dated as of August 16, 2016 (the "Effective Date"), is by and between Rolling Stone Licensing LLC, a Delaware limited liability company ("Assignor") and Rolling Stone LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are hereinafter referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's right, title, and interest in and to the trademark ROLLING STONE LOUNGE, including, without limitation, the trademark registration set forth on Schedule A hereto (collectively, the "Assigned Mark"); and

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

1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Mark, together with the goodwill associated therewith, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world.
2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, to record Assignee as the owner of the Assigned Mark, and as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect or otherwise evidence its ownership of the Assigned Mark.
3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein.
4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.


6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located within the State of New York.

*[Signature Page Follows]*

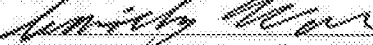
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ROLLING STONE LICENSING LLC:

By:   
Name: Timothy Walsh  
Title: Vice President + CFO

Acknowledged and Accepted:

ROLLING STONE LLC:

By:   
Name: Timothy Walsh  
Title: Vice President + CFO

SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Application Number	Application Date	Registration Number	Registration Date	Owner
ROLLING STONE LOUNGE	78/694711	08/17/2005	3875040	11/09/2010	Rolling Stone Licensing LLC