

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock Mafia, LLC		02/11/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elohim Music, LLC		
Street Address:	c/o Scott Adair 2800 Olympic Blvd.		
Internal Address:	2nd Floor		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4857010	ELOHIM	
Serial Number:	86200293	ELOHIM	
Serial Number:	86200337	ELOHIM	
Serial Number:	86200260	ELOHIM	
CORRESPONDENCE DATA			
Fax Number:	3104791422		
<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:	3104784100		
Email:	dhochman@wrslawyers.com		
Correspondent Name:	David Hochman c/o WRSSR		
Address Line 1:	11400 W. Olympic Blvd. 9th Fl.		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	David Hochman		
SIGNATURE:	/David Hochman/		
DATE SIGNED:	08/23/2016		
Total Attachments: 3			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of February 11, 2016, and is entered into by and between Rock Mafia, LLC, a California limited liability company ("Assignor"), and Elohim Music, LLC, a California limited liability company ("Assignee").

RECITALS

A. **WHEREAS**, Assignor is the owner of record with the United States Patent and Trademark Office ("USPTO") of the following trademark applications and registration (collectively, the "Trademarks"):

Mark: ELOHIM, Reg. No. 4857010, Class: 009 and

Mark: ELOHIM, Ser. No. 86200293, Class: 014 and

Mark: ELOHIM, Ser. No. 86200337, Class: 016, 025 and

Mark: ELOHIM, Ser. No. 86200260, Class: 003, 028

B. **WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, Assignor's entire right, title and interest in and to the Trademarks, on the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, the parties to this Assignment hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, grants, transfers and assigns to Assignee, and Assignee hereby receives from Assignor, Assignor's entire right, title and interest in and to the Trademarks, and all goodwill related thereto and all other intellectual property rights associated therewith, together with the applicable registrations and applications relating to the foregoing, not only in the United States and its territorial possessions, but in all countries worldwide, in perpetuity, and to any renewal, modification, continuation, division, substitution or reissuance of the Trademarks either by the USPTO, or a foreign country's trademark office.

2. **Further Assurances: Recordation**. Assignor agrees to assist Assignee and its designees, agents and representatives, at Assignee's expense, as necessary in order to secure Assignee's right, title and interest in and to the Trademarks, including, but not limited to, executing all applications, specifications, oaths, assignments and other agreements, certifications and documents which Assignee deems necessary in order to assign, convey, apply for and obtain all such right, title and interest. The parties agree to record this Assignment with the USPTO.

3. Representations and Warranties.

3.1 Assignor represents, warrants and covenants to Assignee as follows: (i) Assignor is the record and beneficial owner of all of the Trademarks, free and clear of any security interest, lien, or claim; (ii) Assignor has the full right, power and authority to enter into this Assignment and to perform Assignor's obligations hereunder; (iii) there are no other agreements or understandings to which Assignor is a party or by which Assignor is bound that would be violated or breached by, or that would prevent or preclude, the assignment of rights as contemplated by this Assignment or the performance by Assignor of all of its obligations hereunder; and (iv) this Assignment is a valid, legally binding obligation of Assignor.

3.2 Assignee represents, warrants and covenants to Assignor as follows: (i) Assignee has the full right, power and authority to enter into this Assignment; and (ii) this Assignment is a valid, legally binding obligation of Assignee.

4. Governing Law; Jurisdiction. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to the conflict of law rules thereof. The parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Seattle, Washington, in connection with any action or proceeding arising out of or relating to this Assignment.

5. Entire Agreement. This Assignment sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between the parties related thereto. No modification of or amendment to this Assignment, nor any waiver of any rights under this Assignment, will be effective unless in writing signed by the party to be charged.

6. Severability. If one or more of the provisions in this Assignment are deemed void by law then the remaining provisions will continue in full force and effect.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart to this Assignment.

8. Binding Effect. This Assignment will be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, heirs, successors and assigns.

9. Waiver. No waiver of any right under this Assignment shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Assignment.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by its duly authorized respective officers as of the date first above written.

"Assignor"

"Assignee"

Rock Mafia, LLC

Elohim Music, LLC

By: [Signature]

By: [Signature]

Print Name: Tim James

Print Name: Tim James

Its: CEO

Its: Manager