

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTO THE AM CLOTHING, LLC		10/29/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	INSOMNIAC HOLDINGS, LLC		
Street Address:	9441 West Olympic Blvd.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4913011	ELECTRIC SKY	
CORRESPONDENCE DATA			
Fax Number:	3108610686		
<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:	(310) 975-6891		
Email:	trademarks@livenation.com		
Correspondent Name:	Ellie Schwimmer		
Address Line 1:	9348 Civic Center Drive		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	EDM-US-00098		
NAME OF SUBMITTER:	Ellie Schwimmer		
SIGNATURE:	/ES/		
DATE SIGNED:	11/11/2016		
Total Attachments: 2			
source=ELECTRIC SKY Trademark Assignment Agreement (fully executed) pp 7-8#page1.tif			
source=ELECTRIC SKY Trademark Assignment Agreement (fully executed) pp 7-8#page2.tif			

CH \$40.00 4913011

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Agreement**”), is made and entered into as of October 29, 2016, by and between, on the one hand, INTO THE AM Clothing, LLC (“**Assignor**”), and, on the other hand, Insomniac Holdings, LLC, a Delaware limited liability company (“**Assignee**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign, sell, transfer, convey and set over to Assignee, Assignor’s entire right, title and interest in, to and under the trademark ELECTRIC SKY, including without limitation United States Trademark Registration No. 4913011 and all associated goodwill (the “**Trademark**”) throughout the world, including any and all causes of action and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions.

2. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the parties.

3. **Further Assurances.** From time to time after the date hereof, the Assignor and Assignee agree to promptly take such further actions and execute and deliver such additional instruments of contribution, transfer, assignment, conveyance, delivery and assumption, and such consents, assurance and other similar instruments as may be reasonably requested by the other party in order to vest in Assignee all right, title and interest in and to the Trademark and to carry out the purpose and intent of this Agreement.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of law.

5. **Severability.** If one or more provisions of this Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement. In either case, the balance of this Agreement shall be interpreted as of such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms.

6. **Counterparts.** This Agreement may be executed manually, by facsimile, pdf or similar electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

ASSIGNOR:

INTO THE AM CLOTHING, LLC

Signature: 

Name: Brian Lim

Title: CEO

ASSIGNEE:

INSOMNIAC HOLDINGS, LLC

Signature: 

Name: Ian Humphrey

Title: Associate Counsel