

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROUNDER RECORDS CORP.		05/09/2013	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	NEW ROUNDER LLC		
Street Address:	100 N. CRESCENT DRIVE		
Internal Address:	GARDEN LEVEL		
City:	BEVERLY HILLS		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2048627	HEARTBEAT	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 East Van Buren Street		
Address Line 2:	Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	68637.06900		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	11/16/2016		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS
(Final Closing - Rounder Records Corp.)

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and entered into as of May 9, 2013, by and between NEW ROUNDER LLC, a Delaware limited liability company, as assignee ("Assignee") and ROUNDER RECORDS CORP., a Massachusetts corporation, as assignor ("Assignor").

RECITALS:

A. Assignor has adopted, used, is using or has licensed, and is the owner of the trademarks referred to on Exhibit A attached hereto, and any renewals and extensions of such trademarks, together with the goodwill of the business associated therewith, including the right to sue for and collect damages for the past, present and future infringement of such trademarks (the "Trademarks");

B. Assignee and Assignor, together with Happy Valley Music Ltd., a Massachusetts corporation, Kenneth R. Irwin, an individual, Marian Leighton Levy, an individual, William G. Nowlin, Jr., an individual, Rounder Records Trust, a Massachusetts business trust, Happy Valley Music Trust, a Massachusetts business trust, and Concord Music Group, Inc., a Delaware corporation (solely for purposes of Section 2.5 thereof) are parties to an Exclusive License and Purchase Option Agreement, dated as of April 8, 2010 (as may be amended from time to time, the "License and Purchase Option Agreement"), pursuant to which Assignor has agreed to, among other things, assign all right, title and interest in and to the Trademarks to Assignee and to enter into this Assignment. Capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the License and Purchase Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made.

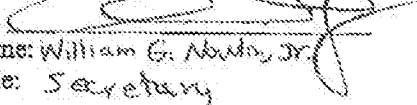
2. Assignment Procedure. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

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IN WITNESS WHEREOF, each of the parties has duly executed, or caused this Assignment to be executed on its behalf by its representatives thereunto duly authorized, all as of the day and year first above written.

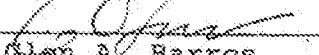
ASSIGNOR:

ROUNDER RECORDS CORP.

By: 
Name: William G. Abuda, Jr.
Title: Secretary

ASSIGNEE:

NEW ROUNDER LLC

By: 
Name: Glen A. Barros
Title: President and Chief Executive Office

300074356.1

TRADEMARK
REEL: 005923 FRAME: 0060

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On May 9, 2013, before me, Karen E. Gotka, notary public, personally appeared William G. Novak, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Notary Public: Karen E. Gotka
My Commission Expires: July 8, 2016

Exhibit A

ASSIGNED TRADEMARKS

I. Rounder Records Corp.: U.S. Trademarks

Mark	Country	Class	Application Number	Filing Date	Registration Number	Registration Date
BULLSEYE BLUES & JAZZ	U.S.	9	75/938,323	3/7/2000	2,446,218	4/24/2001
BULLSEYE BLUES & JAZZ & DESIGN	U.S.	9	75/937,815	3/7/2000	2,435,173	3/13/2001
FLYING FISH & DESIGN	U.S.	9	74/549,072	7/14/1994	2,070,958	6/17/1997
GIRL AUTHORITY	U.S.	16	78/808,706	2/7/2006	3,309,466	10/9/2007
GIRL AUTHORITY	U.S.	25	78/808,698	2/7/2006	3,321,144	10/23/2007
GIRL AUTHORITY	U.S.	41	78/807,972	2/6/2006	3,183,784	12/12/2006
GIRL AUTHORITY & DESIGN	U.S.	9	78/806,621	2/3/2006	3,304,357	10/2/2007
PHILO	U.S.	9	75/768,344	8/3/1999	2,472,837	7/31/2001
PHILO & DESIGN	U.S.	9	75/769,398	8/3/1999	2,481,448	8/28/2001
ROUNDER	U.S.	9	75/061,805	10/4/1995	2,040,300	2/25/1997
ROUNDER	U.S.	25	78/951,252	8/14/2006	3,369,418	1/15/2008

ROUNDER & DESIGN	U.S.	9	75/433,651	2/3/1998	2,277,435	9/14/1999
ROUNDER & DESIGN	U.S.	9, 16	78/702,470	8/29/2005	3,132,640	8/22/2006
ZOE	U.S.	9	75/472,113	4/22/1998	2,384,566	9/12/2000

2. Rounder Records Corp.: Non-U.S. Trademarks

Mark	Country	Class	Application Number	Filing Date	Registration Number	Registration Date
ROUNDER	CTM	9	000162396	4/1/1996	000162396	9/16/1998

3. Poli-Rhythm Ltd.: U.S. Trademarks

Mark	Country	Class	Application Number	Filing Date	Registration Number	Registration Date
HEARTBEAT	U.S.	9	74/653,250	3/28/1995	2,048,627	4/1/1997