

900384973 11/16/2016

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM405677

<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>LLC Entity Type</b>
Rock Mafia, LLC		11/09/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elohim Music LLC		
<b>Street Address:</b>	2800 Olympic Blvd. 2nd Fl		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4970647	ELOHIM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3104784100		
<b>Email:</b>	dhochman@wrslawyers.com		
<b>Correspondent Name:</b>	David Hochman		
<b>Address Line 1:</b>	11400 W. Olympic Blvd. 9th Fl.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>NAME OF SUBMITTER:</b>	David Hochman		
<b>SIGNATURE:</b>	/David Hochman/		
<b>DATE SIGNED:</b>	11/16/2016		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of November 9, 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 registration (the "Trademark"):

Mark: ELOHIM, Reg. No. 4970647 in Class 041 Class: 009; and

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 Trademark, 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 Trademark, 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 Trademark 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 Trademark, 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 Trademark, 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.

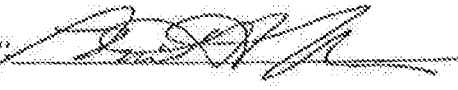
"Assignor"

"Assignee"

Rock Mafia, LLC

Elohim Music, LLC

By: 

By: 

Print Name: Timothy Peice

Print Name: Timothy Peice

Its: \_\_\_\_\_

Its: \_\_\_\_\_