

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/02/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axcess Entertainment, LLC		12/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SFX Entertainment, Inc.		
Street Address:	524 Broadway, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2736479	LIFESTYLE	
Registration Number:	2736478	LIFESTYLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6466502207		
Email:	sarah@adelmanmatz.com		
Correspondent Name:	Sarah Matzq		
Address Line 1:	1173A Second Avenue, Suite 153		
Address Line 4:	New York, NEW YORK 10065		
NAME OF SUBMITTER:	Sarah M. Matz		
SIGNATURE:	/Sarah M. Matz/		
DATE SIGNED:	12/07/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement"), is made this 2nd day of December, 2016 (the "Effective Date") by and between Axxcess Entertainment, LLC, a Delaware limited liability company, ("Assignor"), and SFX Entertainment, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor adopted, owned and licensed the "LIFESTYLE" trademark (the "Mark") and as such is the owner of the common law and statutory rights in and to the Mark, together with all associated intellectual property and the goodwill of the business associated therewith and symbolized thereby, in connection with the services that the Mark was utilized in connection with identified on Schedule A (the "Services") and is the owner of the registrations of said Mark in United States, identified on Schedule A (the "Registrations"); and

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to said Mark, the common law rights associated therewith, the goodwill of the business pertaining thereto, including that portion of Assignor's ongoing and existing business assets to which the Mark pertains, the Registrations, and all other related intellectual property and other rights related thereto throughout the world;

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

1. Assignor hereby irrevocably assigns, sells, conveys and transfers to Assignee all right, title and interest, throughout the world, in and to the Mark, including, without limitation; (i) all common law and statutory rights therein, specifically including the Registrations, any and all renewals thereof, and the benefits resulting therefrom, and all other related intellectual property and rights; (ii) the right to prosecute additional applications for the Mark and enjoy the benefits of any registrations resulting therefrom; (iii) the goodwill of the business symbolized by and associated with the Mark and the goods and services sold in connection therewith, and business conducted under the Mark, including but not limited to the goodwill of the business relating to the Services that the Mark is used in connection with, and any part thereof, and this assignment specifically includes the portion of the ongoing and existing business assets of Assignor to which the Mark pertains identified on Schedules C and D of the Asset Purchase and Assignment Agreement between Assignor and Assignee dated December 2, 2016 (the "Agreement"); (iv) all claims for income, royalties, damages and payments with respect to the Mark that accrue after the Effective Date of this Agreement; (v) all claims for damages due or payable with respect to the Mark, including but not limited to the right to sue (including filing and prosecuting infringement, opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements, unfair competition, unjust enrichment or dilution of or damage or injury to or based on said Mark and associated goodwill; and (vi) the right to defend the Mark and the Registrations.

2. Assignor warrants and represents that: (a) it is the sole and exclusive owner of all right, title, and interests in and to the Mark and Registrations, and that it has the authority to enter this Assignment Agreement; (b) there are no current or effective licenses, assignments, liens, security interests, or other encumbrances of or relating to the Mark or Registrations; and (c) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Mark.

3. Assignor warrants, represents and agrees that: (a) all use of the Mark by Assignor shall cease; and (b) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Mark or Registrations or Assignee's ownership thereof.

4. Assignor expressly agrees to execute, acknowledge, and deliver such documents and other instruments as may be requested by Assignee at no cost to Assignee to evidence or effectuate the sale, assignment, transfer, conveyance, and delivery of the Mark and Registrations to Assignee.

5. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record this Assignment Agreement and record Assignee as the owner of the Registrations.

6. Assignor hereby requests that all appropriate trademark offices issue registrations for the Mark in the name of Assignee.

7. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

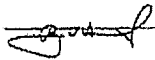
IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment Agreement, as of the date written above.

ASSIGNOR

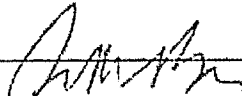
ASSIGNEE

AXCESS ENTERTAINMENT, LLC

SFX ENTERTAINMENT, INC.



By: Ryan Heil,
Title: Managing Partner
An authorized signatory



By: Jason Barr,
Title: SVP
An authorized signatory

SCHEDULE A

Mark:	LIFESTYLE
US Registration Number	2736479
US Serial Number	76449060
Character/ Design	Standard Character Mark
International Class	041
US Classes	100, 101, 107
Goods & Services	Conducting entertainment exhibitions in the nature of sporting events, fashion shows, musical performances, motion picture film festivals and art shows; organizing community festivals featuring a variety of activities, namely, sporting events, art exhibitions, ethnic dances and the like; event planning consultation; special event planning; organizing community sporting and cultural events

Mark:	LIFESTYLE
US Registration Number	2736478
US Serial Number	76449059
Character/ Design	Standard Character Mark
International Class	035
US Classes	100, 101, 102
Goods & Services	Public relations; publicity agents; management of performing artists and professional athletes; talent agencies; developing promotional campaigns for business; business organizational consultation; business marketing and direct mail consulting services; providing business marketing information; business management planning, supervision and consultation; business management information on a wide variety of topics to service providing professionals; conducting business and market research surveys; market research and analysis services; advertising services, namely, creating corporate and brand identity for others; cooperative advertising and marketing; direct marketing advertising for others; direct mail advertising; dissemination of advertising for others via the Internet; dissemination of advertising matter; merchandising services for inducing the purchasing public to buy the goods of others through a promotional gift redemption program; preparing promotional and merchandising material for others; preparation of custom advertisements and custom promotional products for others; product demonstration and merchandising; advertising agency services in the

	<p>nature of promoting the services of entertainers, musicians, sports figures and teams, fashion designers, film and television producers and artists through the distribution of printed and audio promotional materials and by rendering sales promotion advice; promoting and conducting trade shows in the fields of entertainment, music, sports, fashion, film television and art; promoting sports competitions and/or events of others; organizing exhibitions for advertising purpose; promoting the concerts of others; promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with baseball, basketball, football, lacrosse and hockey competitions; electronic billboard advertising; promoting the goods and services of others by providing a web site at which users can link to entertainment, music, sports, fashion, film, television and art subject matters; providing space at a web site for the advertisement of the goods and services of others; promoting the sale of goods and services of others through the distribution of printed material and promotional contests; providing consumer product information via the Internet; contests and incentive award programs to promote the sale of products and services of others</p>
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