

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/31/2014

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SFXE IP LLC		12/13/2016	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Beatport, LLC
<b>Street Address:</b>	3461 Ringsby Court, Suite 150
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80216
<b>Entity Type:</b>	Limited Liability Company: COLORADO

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4841541	

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 6466502207  
**Email:** sarah@adelmanmatz.com  
**Correspondent Name:** Sarah M. Matz  
**Address Line 1:** 1173A Second Avenue, Ste 153  
**Address Line 4:** New York, NEW YORK 10065

<b>NAME OF SUBMITTER:</b>	Sarah M. Matz
<b>SIGNATURE:</b>	/Sarah M. Matz/
<b>DATE SIGNED:</b>	12/26/2016

**Total Attachments: 6**

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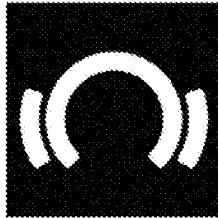
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment Agreement”), is made this 13<sup>th</sup> day of December, 2016 by and between SFXE IP LLC, a Delaware limited liability company, (“Assignor”), and Beatport, LLC, a Colorado limited liability company (“Assignee”).

**WHEREAS**, Assignor adopted, owned and licensed the design mark:



(the “Mark”) and as such is the owner of the common law rights in and to the Mark, together with the goodwill of the business associated therewith and symbolized thereby, and is the owner of the registration for said Mark in United States, identified on Schedule A (the “Registration”) along with the applications for registration of said Mark in Australia, the European Community, Japan, Mexico and New Zealand, identified on Schedule B (the “Applications”); 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, the Registrations, the Applications and other rights related thereto;

**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, *nunc pro tunc* effective October 31, 2014; (i) all right, title and interest in and to the Mark; (ii) the goodwill of the business symbolized by and associated with the Mark, 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, such assignment includes the portion of the business of Assignor to which the Mark pertains; (iii) all common law and statutory rights in the Mark, specifically including the Registrations, any and all renewals thereof, and the benefits resulting therefrom, and all other related intellectual property and rights; (iv) the Applications for registration of the Mark, including the right to prosecute the Applications and any additional applications for the Mark and enjoy the benefits of any registrations resulting therefrom; (v) income, royalties, damages and payments hereafter due or payable to Assignor with respect to the Mark, including but not limited to the right to sue (including filing and prosecuting 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 or such associated goodwill; and (vi) the right to defend the Mark, the Registration and the Applications.

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

3. 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 Registration.

4. This Assignment 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

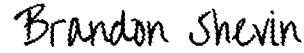
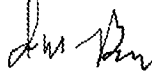
delivered this Assignment Agreement, as of the date written above.

**ASSIGNOR**

**ASSIGNEE**

**SFXE IP LLC**

**BEATPORT, LLC**



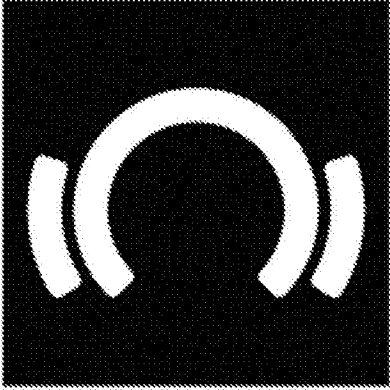
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By: Jason Barr,  
An authorized signatory

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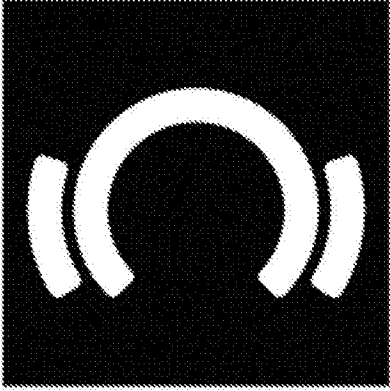
By: Brandon Shevin,  
An authorized signatory

**SCHEDULE A**

<b>Mark:</b>	
<b>U.S. Serial No.</b>	86642589
<b>U.S. Registration No.</b>	4841541
<b>Character/ Design</b>	Illustration / Design
<b>Description of Mark</b>	The mark consists of an abstract head with headphones, with three-fourths of a circle to represent the head and curved dashes used to represent headphones.
<b>International Class</b>	035
<b>US Class</b>	100, 101, 102
<b>Goods &amp; Services</b>	Online retail and wholesale store services, retail store services, mail order services and distributorship services featuring prerecorded digital music, MP3 portables, advanced digital and computer based DJ systems; providing an Internet website portal featuring links to music-related merchandise for retail purposes; providing direct marketing services to record labels for promotions; providing simple royalty accounting and e-mail promotional marketing for artists and their management; advertising services, namely, promoting musical tours by multimedia
<b>First Use</b>	10/31/2014
<b>First Use In Commerce</b>	10/31/2014
<b>International Class</b>	038
<b>US Class</b>	100, 101, 104
<b>Goods &amp; Services</b>	Streaming of audio and video music material on the Internet
<b>First Use</b>	10/31/2014
<b>First Use In Commerce</b>	10/31/2014

<b>International Class</b>	042
<b>US Class</b>	100, 101
<b>Goods &amp; Services</b>	Computer services, namely, providing on-line non-downloadable computer software for use in identifying, locating, grouping, distributing and managing pre-recorded music, artists and label data
<b>First Use</b>	10/31/2014
<b>First Use In Commerce</b>	10/31/2014

**SCHEDULE B**

<b>Mark:</b>	
<b>International Registration Number</b>	1291579
<b>Designated Countries</b>	Australia, the European Community, Japan, Mexico and New Zealand
<b>Character/ Design</b>	Standard Character Mark
<b>International Class</b>	035
<b>Goods &amp; Services</b>	Online retail and wholesale store services, retail store services, mail order services and distributorship services featuring prerecorded digital music, MP3 portables, advanced digital and computer based DJ systems; providing information via a website in the field of music-related merchandise for retail purposes; providing direct marketing services to record labels for promotions; providing simple royalty accounting and e-mail promotional marketing for artists and their management; advertising services, namely, promoting musical tours by multimedia.
<b>International Class</b>	038
<b>Goods &amp; Services</b>	Streaming of audio and video music material on the internet.
<b>International Class</b>	042
<b>Goods &amp; Services</b>	Computer services, namely, providing on-line non-downloadable computer software for use in identifying, locating, grouping, distributing and managing pre-recorded music, artists and label data.