

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AC IP, LLC		05/01/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	The Big Ears Festival		
Street Address:	507 S. Gay St., Suite 1100		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37902		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77392793	BIG EARS	
CORRESPONDENCE DATA			
Fax Number:	8655234478		
<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:	865-546-4305		
Email:	mbradford@luedeka.com		
Correspondent Name:	Michael J. Bradford		
Address Line 1:	P. O. Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	63935.M1		
NAME OF SUBMITTER:	Michael J. Bradford		
SIGNATURE:	/Michael J. Bradford/		
DATE SIGNED:	03/22/2017		
Total Attachments: 4			
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OP \$40.00 77392793

TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark and Intellectual Property Assignment (this "*Assignment*") is made effective May 1, 2016, by and between AC IP, LLC a Tennessee limited liability corporation ("ACIP" or the "*Assignor*"), and The Big Ears Festival, a Tennessee nonprofit corporation ("*Assignee*").

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest of the trademark identified and set forth on **Schedule A** hereto (the "*Mark*"), together with all goodwill associated with the Mark;

WHEREAS, pursuant to this Assignment Agreement the Mark and the associated goodwill are to be assigned to Assignee;

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Mark, together with all goodwill and all other rights associated with the Mark; and

WHEREAS, in addition to the Mark, together with all goodwill and all other rights associated with the Mark, including the multi-day music and arts festival by the same name, the Assignor desires to assign and convey to Assignee the Intellectual Property as defined below.

NOW, THEREFORE, in consideration of \$1.00, and for other good and sufficient consideration, including the premises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1.** The above recitals are incorporated herein as if set forth in full below.
- 2.** Assignor hereby assigns, conveys, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following:
 - (a)** The Mark;
 - (b)** All common law rights and goodwill associated with the Mark; and
 - (c)** The right to recover damages for any and all past or present infringement, misappropriation, or violation of rights upon or related to the Mark, if any; and
 - (d)** All Intellectual Property and all good will associated with the Intellectual Property (as such term is defined below).
- 3.** Assignor agrees that Assignor and its successors and assigns will cooperate with Assignee in the event Assignee chooses to register or maintain any registration of the Mark, including by the execution of papers and the giving of testimony, that may be necessary for obtaining, or enforcing any registration for such Mark, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Mark and any registration(s) issued for such Mark. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority including the corresponding

Assignee as the assignee and owner of the Mark, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. For purposes hereof, "**Intellectual Property**" means any and all statutory or common law United States industrial and intellectual property rights and all rights associated therewith, including without limitation, all patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, customer lists and supplier lists, and any registrations and applications therefor, all trademarks, trade names, trade dress, logos, festivals or events, designs, merchandise (including but not limited to T-shirts, photographs or recordings, whether video, audio, or a combination in any medium whatsoever), written material design and contents, devices and service names and marks (in each case whether or not registered) and registrations and applications therefor and the right to file applications for the registration thereof, Internet domain names, social media platforms or accounts and the content thereof, Internet and World Wide Web URLs or addresses, all copyrights (whether or not registered), registrations and applications therefore and the right to file applications for registration thereof, and all other rights corresponding thereto, all computer software, including all source code, object code, firmware, development tools, files, records, documentation, screen displays, layouts, and data, test methodologies, emulation and simulation tools and reports, all data bases and data collections and all rights therein, all publicity and privacy rights, and all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, arising under the laws of the United States of America, any state thereof, or any other country or province, and all tangible embodiments of the foregoing (in whatever form).

5. Assignee hereby accepts the assignment and conveyance of the Mark and Intellectual Property.

6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart to this Assignment.

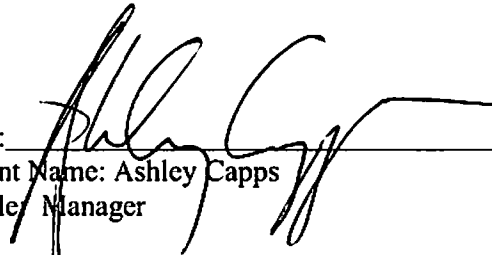
7. This Assignment shall be governed by the and construed under the law of the State of Tennessee and all rights and remedies shall be governed by such laws, without regard to principles of conflicts of laws. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may not be altered except by a writing signed by both parties. The failure of any party to enforce any terms hereunder shall not waive any of its right under such term or provision.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

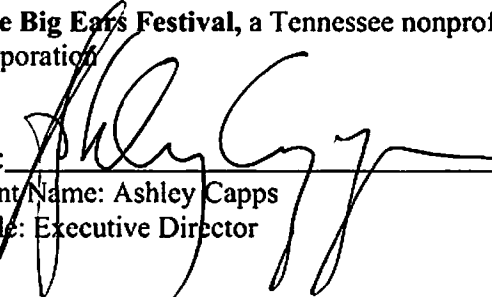
ASSIGNOR:

AC IP, LLC, a Tennessee limited liability company

By: 
Print Name: Ashley Capps
Title: Manager

ASSIGNEE:

The Big Ears Festival, a Tennessee nonprofit corporation

By: 
Print Name: Ashley Capps
Title: Executive Director

SCHEDULE A

MARK	Serial No.	Filing Date:	Registration Date:
Big Ears	77392793	02/08/2008	08/25/2009