

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424515

<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>Entity Type</b>
WHOLE HOG, INC.		03/01/2015	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orchard Enterprises NY, Inc.		
<b>Street Address:</b>	23 East 4th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2010096	BLIND PIG	
<b>Registration Number:</b>	2011936		
<b>Registration Number:</b>	2011937	BLIND PIG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	eugene.koenig@sonymusic.com		
<b>Correspondent Name:</b>	Eugene Koenig		
<b>Address Line 1:</b>	c/o Sony Music Entertainment, 25 Madison		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>NAME OF SUBMITTER:</b>	Eugene Koenig		
<b>SIGNATURE:</b>	/Eugene Koenig/		
<b>DATE SIGNED:</b>	04/21/2017		
<b>Total Attachments: 6</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 3, 2015, and effective as of March 1, 2015 (the "Effective Date") is made and entered into by and among WHOLE HOG, INC., a Michigan corporation, "Seller" and ORCHARD ENTERPRISES NY, INC., a ~~New York~~ corporation (the "Buyer") and for purposes of Sections 5.4 and 1.1(i) only, each of Edward Chmielewski ("Chmielewski") and Jerry Del Giudice ("Del Giudice" together with Chmielewski, the "Seller Stockholders").

### PREMISES:

WHEREAS, Seller operates a record label that produces, distributes and otherwise exploits sound recordings and/or audiovisual recordings (the "Business"); and

WHEREAS, the Seller Stockholders own 100% of the issued and outstanding equity of Seller; and

WHEREAS, in order to induce Buyer to enter into this Agreement, each of the Seller Stockholders has agreed to certain conditions set forth herein; and

WHEREAS, the Seller Stockholders own various goodwill related to the Business, developed over approximately the past 37 years, and Buyer desires to purchase such goodwill from the Seller Stockholders in connection with the purchase of assets from Seller described herein; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller substantially all of the assets of the Seller used or useful in the operation of the Business upon the terms and conditions hereinafter set forth.

### AGREEMENTS:

In consideration of the above premises and the covenants and agreements contained herein, Buyer and Seller hereby agree as follows:

#### ARTICLE I

##### SALE AND PURCHASE OF ASSETS

1.1 Agreement to Sell and Purchase. Subject to the terms and conditions set forth in this Agreement, Seller (and, solely for purposes of Section 1.1(i) below, each Seller Stockholder) hereby agrees to sell, transfer and deliver to Buyer on the Closing Date, and Buyer agrees to purchase from Seller (and from each Seller Stockholder, solely for purposes of Section 1.1(i) below) on the Closing Date, all of the rights, title and interest of Seller (and, solely for purposes of Section 1.1(i) below, of each Seller Stockholder) in and to the assets listed below (the "Acquired Assets"), wherever located, free and clear (except as set forth in Section 3.4 herein)

of any claims, mortgages, pledges, liens, security or other third party interests, conditional sales agreements, options, encumbrances, debts or charges of any kind ("Liens"):

(a) All of the audio and video master recordings, any unfinished master recordings, and all sound recordings listed on Schedule 1.1(a) attached hereto and made a part hereof (the "Masters"). Included with, and as part of the Masters, is all artwork, likenesses of recordings artists, label copy, liner notes, CD booklets and inserts ("Artwork") used or distributed with or in conjunction with the Masters;

(b) All of Seller's rights (the "Master Agreement Rights") with respect to the Masters under the recording, license and other agreements (the "Artist Agreements") with recording artists (the "Artists"), listed on Schedule 1.1(b) attached hereto and made a part hereof;

(c) All other agreements (the "Other Agreements") pertaining to the Masters (e.g. mechanical licenses, sideman agreements, producer agreements, video consent forms, video synch licenses, etc.), as each such agreement may, at any time, have been modified, amended or extended;

(d) All agreements, if any, between Seller and third parties for the exploitation of the Masters, or any other assets being transferred hereby, including, without limitation, the agreements listed on Schedule 1.1(d) attached hereto and made a part hereof (the "Licenses Out", together with the Artist Agreements and Other Agreements, the "Assumed Agreements"), and all income to be earned from the Effective Date onwards thereunder;

(e) A single recording of each (i) Master and (ii) video Master, both in formats to be agreed by the parties and (iii) all associated stems and pre-production materials and all other materials associated with unfinished recordings, not previously provided to Buyer;

(f) Seller's books, records and other historical information relating to the Acquired Assets, whether in tangible or electronic medium, including all financial and accounting statements, sales and promotional materials and records, payment information, customer lists, supplier lists, business plans, demographic information, credit information and third party tax forms, email correspondence and other data and information relating to the Acquired Assets;

(g) All of Seller's claims related to the Acquired Assets heretofore accruing (e.g. actions against copyright infringers);

(h) All of Seller's rights, title and interest in (i) trademarks, service marks, trade names, devices, designs, icons, logos, slogans, or any other designation of origin, source or sponsors, and goodwill relating to any of the foregoing identified on Schedule 1.1(h); (ii) copyrights (including renewals), copyrightable works, works of authorship, and moral rights; (iii) confidential or proprietary information, including trade secrets, know-how, knowledge, technology and technical information, processes, formulae, algorithms, discoveries, technical

advances, designs or design protocols, instructions, specifications, products and methods; and (iv) any applications or registrations for any of the foregoing (i) through (iii) (collectively, "Intellectual Property");

(i) All physical inventory associated with the Master Recordings and identified on Schedule 1.1(i);

(j) All goodwill associated with the Business, including all goodwill owned and created by each Seller Stockholder related to the Business;

(k) All music publishing agreements and "controlled compositions", including, without limitation, the agreements listed on Schedule 1.1(k), attached hereto and made a part hereof;

(l) All unrecovered balances in the royalty accounts of any of the Artists under the Artist Agreements with respect to the Masters (the "Seller Unrecovered Artist Balances"), a complete statement of which, along with a list of associated Masters, is set forth on Schedule 1.1(l) attached hereto, and Seller's rights under the Artist Agreements to recoup the Seller Unrecovered Artist Balances; and

(m) Any and all other rights and assets of Seller reasonably necessary for use of any of the assets listed in paragraphs 1.1(a)-(l) above.

1.2 Excluded Assets. All assets, tangible or intangible, real or personal that are not specifically identified or otherwise included as Acquired Assets in Section 1.1 shall be deemed excluded assets (collectively, the "Excluded Assets"), including without limitation the following:

(a) Any personal property not included in the Acquired Assets;

(b) All cash on hand and in bank accounts, other cash items and equivalents and accounts receivable of Seller as of the Effective Date, provided that such cash does not relate to obligations that are due or become due after the Effective Date and relate to any Master or any Assumed Agreement.

(c) Seller's rights under this Agreement and all cash consideration payable or deliverable to Seller pursuant to the terms and provisions hereof;

(d) All of Seller's right to collect, receive and retain all payments, royalties and other monies earned from any source or sources prior to the Effective Date, including without limitation, all vendor receipts, royalty overrides and other income or income participations of any kind;

(e) All of Seller's rights in and to insurance proceeds, claims and all Causes of Action relating to or arising in connection with any Excluded Contract or any item of tangible or intangible property that is not an Acquired Asset;

This Agreement has been executed and delivered by Buyer and Seller as of the date first above written.

**ORCHARD ENTERPRISES NY, INC.**

By: Alexis Shapiro  
Name: Alexis Shapiro  
Title: SUP, GC & Secretary

**WHOLE HOG, INC.**

By: \_\_\_\_\_  
Name:  
Title:

As to Sections 1.1(j) and 5.4:

\_\_\_\_\_  
Edward Chmielewski

\_\_\_\_\_  
Jerry Del Giudice

This Agreement has been executed and delivered by Buyer and Seller as of the date first above written.

**ORCHARD ENTERPRISES NY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**WHOLE HOG, INC.**

By: Edward Chmielewski  
Name: Edward Chmielewski  
Title: President

As to Sections 1.1(i) and 5.4:

Edward Chmielewski  
Edward Chmielewski  
Jerry Del Giudice  
Jerry Del Giudice

Schedule I.1(h)  
Trademarks

**TRADEMARK  
REGISTRATIONS**

	renewal dates
Blind Pig Logo	10/29/2016 US TM REG # 2011936
"Blind Pig" phrase and font	10/29/2016 US TM REG # 2010096
combination of Blind Pig Logo and "Blind Pig" phrase and font	10/29/2016 US TM REG # 2011937

**WEBSITE DOMAINS OWNED**

	renewal dates
blindpigrecords.com	09/02/2015
wholehoginc.com	10/25/2019
vipermusic.com	10/03/2016
hellhogmusic.com	11/20/2016
blindpigpublishing.com	11/20/2016

**GOODWILL**

The value of Blind Pig Records assets have been significantly enhanced by the efforts, over the past 37+ years, of Jerry Del Giudice & Edward Chmelewski for the Goodwill they personally have created.