

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SH-K-Boom Records, Inc.		04/01/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SH-K-Boom Records, LLC		
Street Address:	630 Ninth Avenue, Suite 407		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87203309	G GHOSTLIGHT	
Registration Number:	2541406	SH-K-BOOM RECORDS	
CORRESPONDENCE DATA			
Fax Number:	2127758800		
<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:	212-775-8700		
Email:	NYTrademarks@kilpatricktownsend.com		
Correspondent Name:	Jason M. Vogel		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1114 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jason M. Vogel		
SIGNATURE:	/Jason M. Vogel/		
DATE SIGNED:	05/04/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") effective as of April 1, 2017, by and between SH-K-Boom Records, Inc., a New York corporation ("Assignor") and SH-K-Boom, Records LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor intends to enter into that certain Membership Interest Purchase Agreement by and between Assignor, and Warner Music, Inc. of even date herewith (the "Purchase Agreement") pursuant to which Assignor is required to have assigned certain of its assets to the Assignee, including all of the Assignor's right, title and interest in and to certain trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, specifically, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

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

1. Assignment. Assignor hereby contributes, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby receives and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, common law rights that are associated with any pending applications, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.


c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed.

3. Miscellaneous. Nothing in this Assignment shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

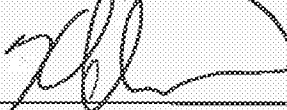
[Signature Page Follows]

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

SH-K-BOOM RECORDS, INC.
a.k.a. SH-K-BOOM RECORDS

By: 
Name: Kurt Deutsch
Title: President

SH-K BOOM RECORDS, LLC
By its Member, SH-K-Boom Records, Inc.

By: 
Name: Kurt Deutsch
Title: President

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 006050 FRAME: 0116

SCHEDULE I

ASSIGNED
TRADEMARKS

Mark	Country	Class(es)	Registration/ Application Number	Registration/ Application Date	Owner
SH-K-Boom Records (Design)	United States	9	2541406	2/19/2002	SH-K-Boom Records, Inc.
Ghostlight (Design)	United States	9	87203309		SH-K-Boom Records, Inc.