

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453068

<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>
Detroit Water Ice Factory, Inc.		11/22/2017	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMG Recordings, Inc.		
<b>Street Address:</b>	2220 Colorado Avenue		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87058212	MOTOWN MASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108651791		
<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>Phone:</b>	310-865-1708		
<b>Email:</b>	trademarks@umusic.com		
<b>Correspondent Name:</b>	Brent S. LaBarge		
<b>Address Line 1:</b>	2220 Colorado Avenue		
<b>Address Line 2:</b>	Universal Music Group		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90404		
<b>NAME OF SUBMITTER:</b>	Brent S. LaBarge		
<b>SIGNATURE:</b>	/Brent S. LaBarge/		
<b>DATE SIGNED:</b>	12/04/2017		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of this \_\_\_\_\_ day of November, 2017, by and between Detroit Water Ice Factory, Inc., a Michigan corporation ("Assignor"), in favor of UMG Recordings, Inc., a Delaware corporation ("Assignee") (collectively, "Parties"), with reference to the following facts and circumstances:

### RECITALS

WHEREAS, Assignor owns all right, title and interest in and to the marks MOTOWN MASH, MOTOWN CREPES, MOTOWN TWIST, and MOTOWN MINT AND THE CHIPS for various bakery goods, dessert items, and frozen confections, and all combinations and variations thereof and all logos associated therewith, together with all applications therefor, including, without limitation, U.S. Application Serial No. 87058212 (collectively, the "Trademarks");

WHEREAS, Assignor owns all right, title and interest in and to renditions of the Trademarks (collectively, the "Copyrights");

WHEREAS, in exchange for the consideration set forth in the both the Settlement Agreement and License Agreement between Assignor and Assignee dated as of November \_\_\_\_, 2017 (collectively, "Agreement"), the provisions of which are hereby incorporated by reference herein, and for other good and valuable consideration, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and Copyrights.

### AGREEMENT

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

1. Assignment of Trademarks. Pursuant to the terms and conditions set forth in the Agreement, Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademarks, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.


2. Assignment of Copyrights. Pursuant to the terms of the Agreement, Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Copyrights throughout the world. Assignor further transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Copyrights, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this Assignment had not been made, together with all rights of recovery and of legal action for past infringements of the Copyrights, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Copyrights.

3. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that any President, Vice President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

DETROIT WATER ICE FACTORY, INC.

UMG RECORDINGS, INC.

By: 

By: \_\_\_\_\_

Name: MARC D. ROSENTHAL

Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Date: 11-22-17

Date: \_\_\_\_\_

2. Assignment of Copyrights. Pursuant to the terms of the Agreement, Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Copyrights throughout the world. Assignor further transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Copyrights, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this Assignment had not been made, together with all rights of recovery and of legal action for past infringements of the Copyrights, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Copyrights.


3. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that any President, Vice President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

DETROIT WATER ICE FACTORY, INC.

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

UMG RECORDINGS, INC.

By:   
Name: Jeffrey S. Harleston  
Title: General Counsel, EVP Business and Legal Affairs  
Date: 11/21/17