

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inside Track Tickets, Inc. (d/b/a Ticket Monster)		04/02/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Entertainment Benefits Group, LLC		
Street Address:	19495 Biscayne Blvd., Suite 300		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5354454	ENTERTAINMENT HUB	
Registration Number:	4551029	TICKET MONSTER	
Registration Number:	4943331	YOUR ENTERTAINMENT PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	4075973552		
<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:	305-907-5076		
Email:	jkritzer@entertainmentbenefits.com		
Correspondent Name:	Joshua Kritzer		
Address Line 1:	5551 Vanguard Street		
Address Line 4:	Orlando, FLORIDA 32819		
NAME OF SUBMITTER:	Joshua S. Kritzer		
SIGNATURE:	/Joshua S. Kritzer/		
DATE SIGNED:	04/17/2018		
Total Attachments: 5			
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This Intellectual Property Assignment Agreement (this "Agreement"), dated as of April 2, 2018, is entered into by and between INSIDE TRACK TICKETS, INC. (d/b/a TICKET MONSTER) (the "Assignor") and ENTERTAINMENT BENEFITS GROUP, LLC (the "Assignee"). Reference is made to the Asset Purchase Agreement, dated as of April 2, 2018 (the "Purchase Agreement"), by and between Assignor and Assignee. Each capitalized term used herein but not otherwise defined in this Agreement shall have the meaning ascribed to it in the Purchase Agreement.

WHEREAS, the Assignor and the Assignee have entered into the Purchase Agreement, pursuant to which the Assignor agreed to transfer to the Assignee and the Assignee agreed to accept from the Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Representations and Warranties

Assignee acknowledges that Assignor makes no representation or warranty with respect to the Assigned IP (as defined below) except as specifically set forth in the Purchase Agreement.

2. Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

- a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Miscellaneous

(a) Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Purchase Agreement. In the event that any provision of this Agreement is construed to conflict with a provision in the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

(b) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) Each of the parties hereto agrees, at the request of any party and without further consideration, to execute and deliver to such requesting party such other instruments of transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such party may reasonably request in order to consummate the transactions contemplated by this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

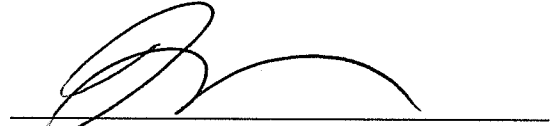
[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Assignment Agreement to be duly executed on its behalf.

ASSIGNEE

ENTERTAINMENT BENEFITS GROUP, LLC

Per:



Name: Brett Reizen

Title: President and CEO

ASSIGNOR

INSIDE TRACK TICKETS, INC. (d/b/a TICKET MONSTER)

Per:

Name: Brian Lefton

Title: President

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Assignment Agreement to be duly executed on its behalf.

ASSIGNEE

ENTERTAINMENT BENEFITS GROUP, LLC

Per:

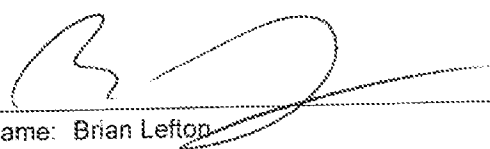
Name: Brett Reizen

Title: President and CEO

ASSIGNOR

INSIDE TRACK TICKETS, INC. (d/b/a TICKET MONSTER)

Per:



Name: Brian Lefton

Title: President

SCHEDULE 1 to Intellectual Property Assignment Agreement

Trademarks and Service Marks

“Entertainment Hub”, U.S. registration number 5354454.

“Ticket Monster”, U.S. registration number 4551029.

“Your Entertainment Professionals”, U.S. registration number 4943331.