

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Play Festival, LLC		05/09/2018	Limited Liability Company:
Paul Campbell		05/09/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Insomniac Holdings, LLC		
Street Address:	9441 West Olympic Blvd.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87135009	PLAY FESTIVAL	
Serial Number:	87855680	THE WORLD'S FIRST ESPORTS AND GAMING MUS	
Serial Number:	87855684	PLAY CRUISE	
Serial Number:	87879901	A MUSIC AND GAMING EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(310) 975-6891		
Email:	trademarks@livenation.com		
Correspondent Name:	Ellie Schwimmer		
Address Line 1:	9348 Civic Center Drive		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
NAME OF SUBMITTER:	Ellie Schwimmer		
SIGNATURE:	/ES/		
DATE SIGNED:	05/23/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 9, 2018 is made by PLAY Festival, LLC and Paul Campbell (collectively, "Assignor"), in favor of Insomniac Holdings, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Brand Operating & Services Agreement (the "Agreement") executed and entered into as of May 9, 2018.

B. Assignor has agreed to convey, transfer, and assign to Assignee, as a contribution to the capital of Assignee, certain intellectual property rights and assets of Assignor more fully detailed herein, and has agreed to execute and deliver this IP Assignment, for recording with any and all governmental or other agencies or bodies in any applicable jurisdictions as may be necessary to complete, perfect and effectuate the assignment of the intellectual property described herein.

ASSIGNMENT

NOW THEREFORE, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used in this IP Assignment that are not defined herein shall have the meaning assigned thereto pursuant to the provisions of the Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee throughout the world Eighty-Five Percent (85%) of all right, title, and interest in, to and under the "Play" brand, including but not limited to the following (the "Play IP Assets"):

(a) the service mark "PLAY FESTIVAL," including but not limited to United States Patent and Trademark Office application No. 87135009; the service mark "THE WORLD'S FIRST ESPORTS AND GAMING MUSIC FESTIVAL," including but not limited to United States Patent and Trademark Office application No. 87855680; the service mark "PLAY CRUISE," including but not limited to United States Patent and Trademark Office application No. 87855684; and the service mark "A MUSIC AND GAMING EXPERIENCE," including but not limited to the application that has been filed with the United States Patent and Trademark Office but has not yet been assigned a number (the "Play Festival Marks");

(b) the trademarks, logos and trade names (including common law rights with respect thereto, and whether or not registered), registrations and applications thereto and the registrations, designations and names used on or in connection with any social media account or service, owned by Assignor (or any of its Affiliates) and related to the Play brand (the "Brand"), including, without limitation, those set forth on Schedule I and all renewals of any one or more of the foregoing (collectively, along with the Play Festival Marks, the "Trademarks"), together with the goodwill of the Brand connected with the use of, and symbolized by, the Trademarks;

(c) the domain names listed on Schedule 2 (the "Domain Names"), together with any and all goodwill of the Brand connected with the use of, or symbolized by, the Domain Names;

(d) any and all intellectual properties, domain names, social media accounts and registrations, designations and names used on or in connection with the Brand not expressly stated in subparagraphs (a)-(c);

(e) all of Assignor's copyrights and all rights under copyright used in connection with the operation of the Brand, including without limitation, all website content and all programming and metadata related thereto;

(f) 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;

(g) 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

(h) 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.

(a) Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee.

(b) Assignor shall reasonably assist Assignee in transferring control of the Domain Names assigned herein to Assignee (or its designee or transferee), including authorizing the transfer of such Domain Names from Assignor's present registrar(s) or account(s) to Assignee's (or Assignee's designee's or transferee's) designated registrar or account.

(c) 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 reasonably necessary to effect, evidence, or perfect the assignment of the Play IP Assets to Assignee, or any assignee or successor thereto.

(d) All future filings with the United States Patent and Trademark Office and the United States Copyright Office, as well as all other trademark and copyright offices

throughout the world, involving the Brand's intellectual property shall be made in the name of Assignee and Assignor.

4. Assignor's Representations. Assignor represents and warrants as follows:

(a) Assignor is the sole and exclusive legal and beneficial, and with respect to any registered Play IP Assets, record, owner of all right, title and interest in and to the Play IP Assets, free and clear of liens, security interests and other encumbrances.

(b) The conduct of the Brand as currently conducted, and the Play IP Assets, do not infringe, misappropriate, dilute or otherwise violate the intellectual property rights of any Person.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Resolution of Disputes. The parties hereto agree that they will resolve any and all disputes arising out of or relating to this IP Assignment through a binding arbitration proceeding governed by the provisions of Section 14 of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

PLAY Festival, LLC

By: PPC
Name: Paul Campbell
Title: CEO

Paul Campbell

By: PPC
Name: Paul Campbell
Title: _____

Schedule 1
**TRADEMARKS, TRADE NAMES AND SOCIAL MEDIA
ACCOUNTS AND RIGHTS**

Social media accounts:

- (i) **Facebook:**
 - (A) @Playxfestival
 - (B) @playthefestival
- (ii) **Twitter:**
 - (A) @Playxfestival
 - (B) @playthefestival
- (iii) **Instagram:**
 - (A) @Playxfestival
 - (B) @playthefestival

Schedule 2
DOMAIN NAMES

1. www.playfestival.com
2. www.playxfestival.com
3. www.playthefestival.com