

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entertainment Benefits Group, LLC	FORMERLY Entertainment Benefits Group, Inc.	03/31/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TicketsAtWork - Plum Benefits, 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: 2			
Property Type	Number	Word Mark	
Registration Number:	4603975	TICKETSATWORK.COM	
Registration Number:	4603974	TICKETSATWORK.COM FUN.WITH BENEFITS.	
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:	04/11/2018		
Total Attachments: 14			
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ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "**Agreement**") is dated as of the March 31, 2014, between TICKETSATWORK – PLUM BENEFITS, LLC (the "**Transferee**"), a limited liability company constituted under the laws of Delaware, and ENTERTAINMENT BENEFITS GROUP, LLC (the "**Transferor**"), a limited liability company constituted under the laws of Delaware.

RECITALS

WHEREAS the Transferor owns and operates a business under the name "Ticketsatwork" which engages in the marketing and sale of tickets for events and other venues to employees through the human resources departments and sponsored employee intranets of corporations and other employers;

WHEREAS, the Transferor and Plum Benefits, LLC, a New York limited liability company ("**PB**"), have formed the Transferee as a joint venture between the Transferor and PB to combine and jointly operate the "Plum Benefits" business of PB with the "TicketsatWork" business of the Transferor;

WHEREAS, concurrently with the execution and delivery of this Agreement, (i) the Transferee and has entered into a limited liability company agreement dated the date hereof with the Transferor and PB providing for the operation, finances and governance of the Transferee, as the same may be amended or supplemented, together with all exhibits and schedules, if any, attached thereto (the "**Limited Liability Company Agreement**"), and (ii) the Transferee is entering into an asset transfer agreement with PB pursuant to which PB is, among other things, contributing its "Plumbenefits" business and related assets to the Transferee (the "**PB Asset Transfer Agreement**");

WHEREAS, in connection with the formation of the Transferee, the Transferor wishes to sell, assign and transfer to the Transferee, and the Transferee wishes to acquire from the Transferor, the Transferred Assets (as defined below), subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 **Definitions.**

Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement. In addition, for purposes of this Agreement, the following terms, when used in this Agreement, shall have the meanings assigned to them in this Section 1.1.

"**Action**" means any action, audit, cause of action, claim, lawsuit, complaint, investigation, suit (whether in contract or tort or otherwise), litigation, controversy, assessment, arbitration, opposition, interference, hearing, charge, inquiry, review, appeals, demand or other proceeding, whether civil, criminal or administrative, at Law or in equity, to, from, by or before any Governmental Entity.

"**Advertising Sales**" means sales made by or on behalf of the Business to third parties for advertising on the www.ticketsatwork.com website or any successor website.

"**Affiliate**" means, with respect to a Person, a Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first Person.

Agreement" means this Asset Transfer Agreement, as the same may be amended or supplemented, together with all exhibits, if any, and schedules attached to this Agreement.

"Business" means the Transferor's business of the marketing and sale of tickets (and for these purposes "tickets" shall mean any tickets or other rights of entry, or any discount or similar other benefit, for or with respect to entertainment, travel, lodging, sports, dining or other leisure venues), which is presently operated under the name "Ticketsatwork" and the Domain Name www.ticketsatwork.com to or for any and all venues, including, by way of example (and not in limitation), theatres, concert halls, sports arenas or restaurants, through the human resources departments or sponsored employee intranets of corporations, governmental agencies, not-for-profit entities and other employers as well as unions and other employment and/or labor organizations; provided, however, that, for the avoidance of doubt, the term "Business" as used in this Agreement shall not include (A) the marketing and sale of tickets in any manner or through any channel other than through such human resources departments or sponsored employee intranets of organizations, (B) the providing of ticketing services, including the sales, delivery and fulfillment of ticket sales, in each case through public websites that are owned or operated by EBG or any of its Affiliates, including in circumstances where the clients or customers of such ticketing services and other related activities may include Persons directly engaged in the Business and therefore in direct competition with the Transferee, and (C) the marketing and sale of tickets through tour operators and travel agents and directly to foreign inbound travelers (FIT sales).

"Business Data" shall have the meaning set forth in Section 5.3.

"Business Day" means any day of the year other than a Saturday, Sunday or any other day on which commercial banks in New York City or the State of Florida, are authorized or required by law to close.

"Claim Notice" shall have the meaning set forth in Section 1.1.1.1(a).

"Closing" means the time of the transfer of the Transferred Assets in accordance with the terms hereof, which time shall be deemed to be 12:01 a.m. (New York City time) on the Closing Date.

"Closing Date" means April 1, 2014.

"Closing Date Prepaid Assets" means costs, expenses and Liabilities that (i) are reasonably expected to be incurred by the Transferee in the operation of the Business on and/or after the Closing Date and (ii) as of the Closing have been paid for by the Transferor.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consent" means any consent, approval, authorization, qualification, waiver or notification of any Person or Governmental Entity.

"Contract" means, with respect to any Person, any contract, agreement, commitment, franchise, indenture, lease, sublease, deed, mortgage, purchase order, commitment, promise, undertaking, arrangement, understanding or license, whether written or oral and whether express or implied, or other document or instrument to which or by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"Control" means (a) in relation to a Person that is a body corporate, the ownership, directly or indirectly, of voting securities of such Person carrying more than fifty percent (50%) of the voting rights attaching to all voting securities of such Person or the right to elect a majority of the board of directors or managers of such Person, and (b) in relation to a Person that is a partnership,

limited partnership, business trust or other similar entity, (i) the ownership, directly or indirectly, of voting securities of such Person carrying more than fifty percent (50%) of the voting rights attaching to all voting securities of such Person or (ii) the ownership, directly or indirectly, of other interests or the holding of a position (such as trustee) entitling the holder thereof to exercise control and direction over the activities of such Person, and "Controls" and "Controlled" shall have corresponding meanings.

"Copyrights" means all copyrights whether registered or unregistered (including all registrations and applications to register the same).

"Data Room" means the electronic data room established by an Affiliate of PB at <https://shubertorg.securevdr.com/>.

"Domain Names" means all internet domain names, URLs, websites and web pages and all intellectual property and proprietary rights therein.

"EBG Services Agreement" means that certain Services Agreement to be entered into by and between the Transferor and the Transferee at the Closing hereunder, pursuant to which, among other things, the Transferor will provide to the Transferee certain services relating to the Transferee's business from and after the Closing.

"Encumbrance" means any lien, security interest, pledge, mortgage, hypothecation, charge, claim, community or other marital property interest, condition, equitable interest, license, option, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal, buy/sell agreement and any other restriction or covenant with respect to, or condition governing the use, construction, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Law" means any Law applicable to the Business relating to: (i) the protection of the natural environment; (ii) the protection of human health and safety as it pertains to exposure to Hazardous Substances released or discharged into the natural environment; or (iii) the manufacture, handling, use, transport, disposal, treatment, storage, Release or threatened Release of any Hazardous Substance.

"Financial Statements" means the income statement of the Business as of and for the year ended December 2013, taking into consideration, for the purposes of certain cost allocations, the allocation of costs agreed upon in the EBG Services Agreement as they relate to the Business

"Financial Statement Date" means December 31, 2013.

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time.

"Governmental Entity" means any federal, state, county or local government of the United States, or any foreign government, or political subdivision thereof, or any multinational organization or authority, or any authority, agency, board, commission, court, tribunal or instrumentality entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

"Governmental Filings" shall have the meaning set forth in Section 3.4.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, rule, ruling, legal restraint, prohibition, determination or award entered by or with any Governmental Entity.

Hazardous Substance” means any substance that is listed, classified, regulated or defined pursuant to any Environmental Law to be a pollutant, contaminant, waste, hazardous waste, hazardous substance, hazardous material or toxic substance, including any petroleum product or by-product and any friable asbestos-containing material.

Indebtedness” means, with respect to any Person, without duplication, all obligations (including all obligations in respect of principal, accrued interest, penalties, fees and premiums) of such Person (a) for borrowed money (including overdraft facilities), (b) evidenced by notes, bonds, debentures or similar contractual obligations, (c) for the deferred purchase price of property, goods or services (other than trade payables or accruals incurred in the Ordinary Course of Business, but including any deferred purchase price Liabilities, earnouts, contingency payments, installment payments, promissory notes, or similar Liabilities, in each case, related to past acquisitions by the Transferor and, for the avoidance of doubt, in each case, whether or not contingent), (d) under capital leases (in accordance with GAAP), (e) in respect of letters of credit and bankers’ acceptances (in each case whether or not drawn, contingent or otherwise), (f) in respect of deferred compensation for services, (g) in respect of severance, change of control payments, stay bonuses, retention bonuses, success bonuses, and other bonuses and similar Liabilities payable in connection with the transactions contemplated hereby, (h) for contractual obligations relating to interest rate protection, swap agreements and collar agreements and (i) in the nature of guarantees of the obligations described in clauses (a) through (h) above of any other Person.

Indemnified Party” shall have the meaning set forth in Section 1.1.1.1(a).

Indemnifying Party” shall have the meaning set forth in Section 1.1.1.1(a).

Intellectual Property” means all Patents, Trademarks, Copyrights, Domain Names, Software and Trade Secrets.

IRS” means the Internal Revenue Service of the United States or its successor, if any.

Law” means any statute, code, rule, regulation, Governmental Order, standard, ordinance, judgment, decree, resolution, promulgation, or other pronouncement of any Governmental Entity, or any license, franchise, permit or similar right granted under any of the foregoing, or any similar provision having the effect of law.

Lease” shall have the meaning set forth in Section 3.13.

Liability” means, with respect to any Person, any liability or obligation of such Person whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due and whether or not required under GAAP to be accrued on the financial statements of such Person.

Limited Liability Company Agreement” shall have the meaning set forth in the recitals to this Agreement.

Losses” shall have the meaning set forth in Section 6.2.

Material Adverse Effect” means any event, change, circumstance, effect or state of facts that, when considered individually or in the aggregate, is, or is reasonably likely to be, materially adverse to (a) the business, financial condition or results of operations of the Business, taken as a whole, or (b) the ability of the Transferor to perform its respective obligations under this Agreement or to consummate the transactions contemplated hereby.

"Material Contracts" shall have the meaning set forth in Section 3.11(a).

"Notice Period" shall have the meaning set forth in Section 1.1.1.1(a).

"Ordinary Course of Business" means an action taken by any Person in the ordinary course of such Person's business which is consistent with the past customs and practices of such Person (including past practice with respect to quantity, amount, magnitude and frequency, standard employment and payroll policies and past practice with respect to management of working capital) which is taken in the ordinary course of the normal day-to-day operations of such Person.

"PB Asset Transfer Agreement" shall have the meaning set forth in the recitals to this Agreement.

"PB Data and Information" shall have the meaning set forth in Section 5.3.

"PB Services Agreement" means that certain Services Agreement to be entered into by and between PB and the Transferee at the Closing hereunder, pursuant to which, among other things, PB will provide to the Transferee certain services relating to the Transferee's business from and after the Closing.

"Permits" shall have the meaning set forth in Section 3.9.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, an unlimited liability company, a trust or any other entity or organization, including a Governmental Entity.

"Properties" of any Person means all properties, assets, claims, rights (including without limitation rights under Contracts) and entitlements of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, owned, operated, leased or licensed by such Person, including without limitation, cash, cash equivalents, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

"Purchase Price" shall have the meaning set forth in Section 2.2.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

"Representatives" means the directors, officers, employees, consultants, agents and advisors of the parties to which such term refers.

"Second Party" shall have the meaning set forth in Section 7.2(a).

"Securities Act" means the United States Securities Act of 1933, as amended.

"Services Agreements" shall mean the EBG Services Agreement and the PB Services Agreement, collectively.

"Software" means all computer programs, application software, systems software, databases, compilations and all documentation related thereto.

"TAW Revenues" means all of the gross revenues arising from or related to the operation of the Business on and after the date of the Closing, including without limitation gross revenues (i) for Ticket Sales made or booked by the Business on or after the Closing Date, and (ii) for Advertising Sales if the insertion date of the related advertising on the www.ticketsatwork.com website (or

any successor website) occurs on or after the Closing Date, whether such sales were booked with the customer prior, on or after the Closing Date. For greater certainty, TAW Revenues shall not include Ticket Sales made or booked by or on behalf of the Business prior to the Closing Date even if the related show, event or lodging occurs on or after the Closing Date, nor the April discount reimbursement revenues related to the Business received by the Transferor from American Express applicable for the March 2014 American Express account of the Transferor. In addition, if the insertion dates of Advertising Sales on the www.ticketsatwork.com website with respect to a specific customer occurs prior and on or after the Closing Date, the gross revenues applicable to such sales shall be allocated to TAW Revenues on a proportionate basis based on the number of days the related advertising is inserted on the www.ticketsatwork.com website on or after the Closing Date with respect to the total number of days such advertising is inserted on such website, both prior and following Closing.

"Tax" means any federal, state, county, local or foreign income, sales and use, excise, franchise, real and personal property, gross receipt, capital stock, production, business and occupation, disability, employment, payroll, severance or withholding tax, or other tax, duty, fee, assessment or charge imposed by any Taxing Authority.

"Tax Authority" means the IRS and any other Governmental Entity which has a principal purpose of administering the imposition of Taxes.

Tax Return" means any return, report, declaration, information return or other document required to be filed with any Tax Authority with respect to Taxes, including any amendments thereof.

"Third Party Claim" shall have the meaning set forth in Section 1.1.1.1(a).

TicketMaster Agreement" means all right, title and interest in the Ticket Sales Agreement entered into between Ticketmaster LLC and the Transferor as of September 13, 2012, as such agreement may be amended from time to time, only as such agreement relates to the Business.

"Ticket Sales" means sale of tickets by or on behalf of the Business (and for these purposes "tickets" shall mean any tickets or other rights of entry, or any discount or similar other benefit, for or with respect to entertainment, travel, lodging, sports, dining or other leisure venues) under the name "Ticketsatwork" and the Domain Name www.ticketsatwork.com (or any successor domain name) to or for any and all venues, including, by way of example (and not in limitation), theatres, concert halls, sports arenas or restaurants, through the human resources departments or sponsored employee intranets of corporations, governmental agencies, not-for-profit entities and other employers as well as unions and other employment and/or labor organizations.

"Trademarks" means all trademarks, service marks, trade names, trade dress, business names and logos, together with the goodwill associated with any of the foregoing, including all registrations and applications for registration and all common law rights with respect thereto.

"Trade Secrets" means all formulae, algorithms, processes, programs, devices, know-how or compilations of information and other proprietary information or technology that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from their disclosure or use; and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

Transaction Documents" means collectively, this Agreement, the PB Asset Transfer Agreement and the Limited Liability Company Agreement (including any and all exhibits, schedules and attachments to any such documents and any other documents executed in connection therewith).

“**Transferee**” shall have the meaning set forth in the first paragraph of this Agreement.

“**Transferee Indemnified Parties**” shall have the meaning set forth in Section 6.2.

“**Transferor**” shall have the meaning set forth in the recitals of this Agreement.

“**Transferor Intellectual Property**” shall have the meaning set forth in Section 1.1.1.1(c).

“**Transferor Indemnified Parties**” shall have the meaning set forth in Section 6.3.

“**Transferor Software**” shall have the meaning set forth in Section 1.1.1.1(c).

“**Transferred Assets**” means all rights, titles and interests in (i) the right to conduct the Business and all goodwill associated with the Business, (ii) the TAW Revenues, (iii) all corporate customer lists, customer relationships, user databases related to the Business, (iv) the Domain Name www.ticketsatwork.com, and (iv) the Ticket Master Agreement.

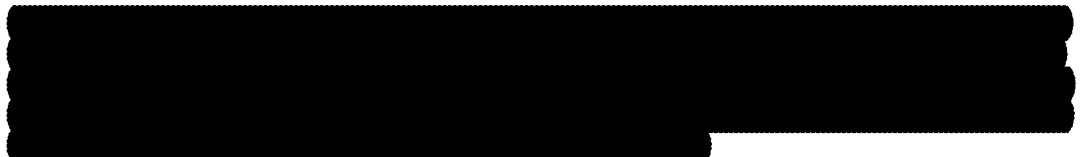
“**Units**” means a limited liability company interest in the Transferee representing a fractional part of the limited liability company interests in the Transferee to which are attached the rights, powers and duties attributed to Units as prescribed pursuant to the terms of the Limited Liability Company Agreement.

ARTICLE II TRANSFER OF TRANSFERRED ASSETS

2.1 Transfer of Transferred Assets.

The Transferor hereby sells, assigns and transfers to the Transferee, and the Transferee hereby purchases, acquires and accepts from the Transferor, effective as of the Closing, all of the Transferred Assets, the whole in accordance with the terms and conditions hereof, such transfer to become effective at 12:01 am on April 1, 2014.

2.2 Purchase Price; Payment.

(a) 

(b) With respect to all TAW Revenues including without limitation Tickets Sales, the Transferor will promptly direct all customers, on the www.ticketsatwork.com website or by phone, to make all payments of all TAW Revenues to a bank account under the name of and owned by the Transferee. The Transferor shall promptly remit to the Transferee all TAW Revenues that may come into the possession of the Transferor. Without duplication of the matters that may be set forth in the EBG Services Agreement, the Transferor shall have the right, acting as agent of the Transferee, to direct the bank to sweep from such Transferee bank account and deliver to the Transferor, the amount of expense reimbursements properly calculated under the terms of the allocation formulas provided in the EBG Services Agreement, with such sweeps to be permitted on a daily basis on the day or promptly thereafter following any transaction (in the case of TAW Revenues relating to Ticket Sales) and as frequently as such other reimbursements are to be calculated in accordance with the EBG Services Agreement (in the case of TAW Revenues relating to items other than Ticket Sales).

2.3 No Assumption of Liabilities.

- (a) Except as expressly set forth in Section 2.3(b) hereof, the Transferee shall not assume, guarantee, endorse, agree to indemnify or otherwise become liable or contingently liable with respect to the obligations, Indebtedness or Liabilities of any nature (whether accrued, absolute, contingent or otherwise) of the Transferor.
- (b) The Transferee hereby assumes and agrees to directly pay and be responsible for only the following Liabilities: (i) all accounts payable and accrued expenses arising from the operation of the Transferred Assets, in each case arising on and after the Closing Date; and (ii) all performance obligations of the Transferor under the TicketMaster Agreement arising from the period commencing on and after the Closing Date.

2.4 Global Contracts.

Other than the Ticketmaster Agreement, none of the Transferor's contracts relating to the Business will be assigned to the Transferee at the Closing. However, the Transferor will cause the Transferee to continue to receive the benefits of such contracts (either through the Transferor's services to be provided under the EBG Services Agreement or otherwise) to the same extent as the Business received such benefits before the Closing and without any breach thereunder. In addition, upon any future renewals of such contracts, the Transferor will use its best efforts to cause such renewed contracts to be freely assignable and shall cause the Transferee to continue to obtain such benefits thereunder without any requirement for the consent of the other party thereto or any other person.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR

The Transferor represents and warrants to the Transferee as follows:

3.1 Organization and Qualification

The Transferor is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and the Transferor has all necessary limited liability company power and authority to carry on the Business and is in good standing in each of the jurisdictions in which the ownership, operation or leasing of its properties and assets and the conduct of the Business requires it to be so qualified.

3.2 Authorization.

The Transferor has full corporate or limited liability company power to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. This Agreement and each of the other Transaction Documents to which the Transferor is a party (assuming due authorization, execution and delivery by the other parties thereto) has been duly authorized, executed and delivered, and constitutes the valid and legally binding obligations of the Transferor, enforceable against the Transferor in accordance with its respective terms, except as enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights or remedies generally or by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflict.

The execution and delivery by the Transferor of this Agreement and the other Transaction Documents to which the Transferor is a party, the performance by the Transferor of its obligations

hereunder or thereunder, and the consummation by the Transferor of the transactions contemplated hereby or thereby in accordance with the terms hereof and thereof, do not and will not (a) violate any applicable Law to which the Transferor is subject, (b) conflict with, result in a violation or breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate or cancel, any Contract to which the Transferor is a party or by which it is bound, (c) violate the charter, by-laws, certificate or formation, operating agreement or other organizational documents of the Transferor, (d) result in the creation or imposition of an Encumbrance upon, or the forfeiture of, any of the Units or the Transferred Assets, or (e) result in the suspension, revocation, impairment, forfeiture or nonrenewal of any material Permit of the Transferor applicable to the Business.

3.4 Governmental Filings.

No filings or registrations with, notifications to, or authorizations, consents or approvals of, a Governmental Entity (collectively, "**Governmental Filings**") are required to be obtained or made by the Transferor in connection with the execution and delivery by the Transferor of this Agreement and the other Transaction Documents to which the Transferor is a party, or the consummation by the Transferor of the transactions contemplated hereby and thereby.

3.5 Financial Statements.

The Transferor has made available to the Transferee a true and complete copy of the Financial Statements. The financial information of the Transferor contained in the Financial Statements is based on and consistent with the books and records maintained in the ordinary course by the Transferor with respect to the Business and was prepared using the same methods and principles as the financial information prepared in the ordinary course by the Transferor with respect to the Business during the two (2) calendar years 2012 and 2013, but taking into consideration, for the purposes of certain cost allocations, the allocation of costs agreed upon in the EBG Services Agreement as they relate to the Business. The financial information in the Financial Statements is in accordance with GAAP, except that (i) such financial information includes certain cost allocations based on the allocation of costs agreed upon in the EBG Services Agreement as they relate to the Business, and (ii) such financial information does not include the notes that would be required to accompany the financial statements with supplementary disclosures pursuant to GAAP. Taking into consideration the foregoing, the Financial Statements fairly present in all material respects on a basis the financial results of operations of the Business as at the date set forth therein and for the period covered thereby.

3.6 Books and Records.

The books of account and financial records of the Transferor are complete and correct in all material respects, and have been maintained in accordance with sound business practices.

3.7 Absence of Certain Changes.

From the Financial Information Date through Closing, no event or circumstance has occurred which has had or is reasonably likely to have, a Material Adverse Effect. Except as expressly contemplated by this Agreement, from the Financial Information Date through Closing, the Transferor has conducted the Business in the Ordinary Course of Business.

3.8 Legal Proceedings.

As of the date of this Agreement, there are no Actions pending, or, to the knowledge of the Transferor, threatened against the Transferor or the Business. Except as set forth herein, since May 2011, the Transferor has not been involved (either as a plaintiff or defendant) in any Action relating or affecting the Business. To the knowledge of the Transferor, there are no facts likely to

form the basis of any such Action. Except as set forth herein, the Transferor is not the subject of any Governmental Order from any Governmental Entity relating to or affecting the Business or the Transferred Assets.

3.9 **Compliance with Laws.**

The Transferor has at all times operated the Business in compliance with applicable Laws in all material respects. All permits, licenses and authorizations of Governmental Entities (collectively, **Permits**) required to conduct the Business as currently conducted or as proposed to be conducted have been obtained, and all such Permits are and will be in full force and effect, and the Business is being and will continue to be operated in compliance therewith; provided that the Transferee will need to qualify to conduct business in New York State and Florida effective from and after the Closing.

3.10 **Environmental Matters.**

The Transferor has obtained all Permits that are required under any Environmental Law for the operation of the Business as currently being conducted and all such Permits are in full force and effect. The Business is operated in compliance with Environmental Laws. The Transferor has not had a material Release of any Hazardous Substances on, under, in, from or about the leased real property of the Business, except in compliance with applicable Environmental Laws. The Transferor has not received any written notice, demand, letter or claim alleging a violation of any Environmental Law nor is it party to any Action, order, decree or injunction alleging liability under any Environmental Law.

3.11 **Taxes.**

The Transferor has properly prepared and timely filed (either separately or as part of a consolidated group of taxpayers) all Tax Returns required to have been filed by it or with respect to the Business. All such Tax Returns are true, correct and complete in all material respects in accordance with applicable Law. All Taxes due and owing by or with respect to the Transferor or the Business as shown on such Tax Returns have been paid.

3.12 **Material Contracts**

- (a) Schedule A identifies each Contract in effect as of the date of this Agreement to which the Transferor is a party or by which the Transferor or any of the Transferred Assets is bound and which relate to the Business, which are in the categories listed below (such Contracts, collectively, the "**Material Contracts**" and, individually, a "**Material Contract**"):
- (i) any Contract with a product supplier who has products for sale on the www.ticketsatwork.com website as of the date hereof;
 - (ii) any Contract with any Person under which the Transferor is, or may become, obligated to incur a payment of severance or special compensation obligations which would become payable, directly or indirectly, by reason of this Agreement or the transactions contemplated hereby;
 - (iii) any Contract relating to non-competition (whether the Transferor is subject to or the beneficiary of such obligations);
 - (iv) any Contract pursuant to which the Transferor (A) has acquired the right to use any Transferor Intellectual Property, other than Software and other Intellectual Property that is generally commercially available, or (B) has granted to any third party any license to use any Transferor Intellectual Property;

- (v) any distribution, supply, vendor, services, inventory purchase, sales agency or advertising Contract (other than any purchase orders entered into in the Ordinary Course of Business) involving annual expenditures by the Transferor in excess of \$25,000 which cannot be terminated (without penalty, cost or other Liability) within thirty (30) days;
 - (vi) any other Contract that is material to the Business (other than any Lease disclosed on Schedule B hereto); and
 - (vii) any written commitment to enter into any agreement of the type described in the immediately preceding clauses (i) through (vi).
- (b) The Material Contracts, including the TicketMaster Agreement are referred to herein collectively as the "**TAW Contracts**" and individually as a "**TAW Contract**." Each TAW Contract (A) is in full force and effect, constitutes a valid and binding obligation of the Transferor, and will continue to be enforceable and in full force and effect on its current terms as a Contract of the Transferee following the consummation of the transactions contemplated hereby, and (B) to the knowledge of the Transferor, is a valid and binding obligation of and enforceable against the other parties thereto, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity). Neither the Transferor nor, to the knowledge of the Transferor, any other party to any TAW Contract has been or is currently in breach or violation of, or default under, or has repudiated any provision of, any TAW Contract. The Transferor has delivered to the Transferee true, accurate and complete copies of each written TAW Contract, in each case, as amended or otherwise modified and in effect.

3.13 Real Property

The Transferor does not own any real property. The Transferor previously made available to the Transferee, in the Data Room, a true, correct and complete copy of each lease for real property to which the Transferor is a party (each, a "**Lease**"). Except as set forth herein, (i) each Lease (A) constitutes a valid and binding obligation of the Transferor and (B) assuming such Lease is a valid and binding obligation of and enforceable against the other parties thereto, is enforceable against the Transferor except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity), and (ii) the Transferor has not received any written notice of the existence of a breach or default under the Lease which remains uncured. No Lease is included as a Transferred Asset.

3.14 Intellectual Property

- (c) Schedule B sets forth a list of the following, in each case as it relates solely to the Business: (i) all registered Trademarks, and all pending applications for the registration of any Trademarks, in each case owned by the Transferor, (ii) all registered Copyrights, and all pending applications for the registration of any Copyrights, in each case owned by the Transferor, and (iii) all rights to any Domain Names used by the Transferor. The items described on Schedule B in response to clauses (i) and (ii) above are collectively referred to as the "**Transferor Intellectual Property**"; and the items described on Schedule B in response to clause (iii) above, together with any and all software owned by the Transferor and relating to the Business, are collectively referred to as the "**Transferor Software**."
- (d) To the knowledge of the Transferor, the Transferor (i) is the exclusive owner of all right, title and interest in and to the Transferor Intellectual Property and the Transferor

Software, free and clear of all Encumbrances; (ii) is not party to or bound by any Contract or other obligation that limits, restricts or impairs the Transferor's ability to use, sell, transfer, assign or convey, any of the Transferor Intellectual Property or any of the Transferor Software; and (iii) has not granted to any Person any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the Transferor Intellectual Property except in the Ordinary Course of Operations.

3.15 Title to and Sufficiency of Transferred Assets.

The Transferor is the legal and beneficial owner and has good and valid title to, or, in the case of property held under a lease or other contractual obligation, possesses a sole and exclusive, enforceable leasehold interest in, or right to use, all of the Transferred Assets, free and clear of all Encumbrances. The Transferred Assets, together with the rights and benefits to be delivered, provided or furnished to the Transferee under the EBG Services Agreement, comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used or necessary to the conduct of the Business and are adequate to conduct the Business.

3.16 Issuance of Units.

- (a) The Transferor acknowledges that the Units have not been registered under the Securities Act or the securities laws of any state or other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and (ii) the provisions of the Limited Liability Company Agreement have been complied with;
- (b) The Transferor is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act, as amended; the Transferor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Transferee and making an informed decision with respect thereto; and the Transferor is able to bear the economic and financial risk of an investment in the Transferee for an indefinite period of time;
- (c) The Transferor's Units are being acquired by the Transferor for its own account solely for investment and not with a view to resale or distribution thereof; and
- (d) The Transferor has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Transferee and acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Transferee for such purpose.

3.17 Brokers' Fees.

No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with this Agreement, the transactions contemplated hereby or the transactions entered into in connection therewith based upon arrangements made by or on behalf of the Transferor.

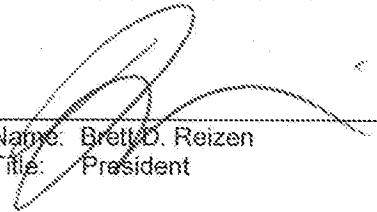
ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE TRANSFEEE

The Transferee represents and warrants to the Transferor as follows:


4.1 Organization and Qualification

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

TICKETSATWORK – PLUM BENEFITS, LLC

By: 
Name: Brett D. Reizen
Title: President

ENTERTAINMENT BENEFITS GROUP, LLC

By: 
Name: Brett D. Reizen
Title: President

SCHEDULE B

INTELLECTUAL PROPERTY

Trademark as of March 2012.



USPTO Registrations:

- TicketSatWork.com
 - Standard Character Mark
 - Serial Number: 85791821
 - Status: Approval Pending.

- TicketSatWork.com Fun. With Benefits.
 - Design plus words, letter and/or numbers.
 - Serial Number: 85791704
 - Status: Approval Pending.

Domain Names:

- www.ticketsatwork.com