

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473090

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/04/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pulselocker, Inc.		04/04/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beatport, LLC		
<b>Street Address:</b>	Taxi Drive 2, 3461 Ringsby Court		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80216		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4433119	PULSELOCKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	sarah@adelmanmatz.com		
<b>Correspondent Name:</b>	Sarah M. Matz		
<b>Address Line 1:</b>	1173A Second Avenue		
<b>Address Line 2:</b>	Suite 153		
<b>Address Line 4:</b>	New York, NEW YORK 10054		
<b>NAME OF SUBMITTER:</b>	Sarah M. Matz		
<b>SIGNATURE:</b>	/Sarah M. Matz/		
<b>DATE SIGNED:</b>	05/08/2018		
<b>Total Attachments: 5</b>			
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## EXHIBIT F

### ASSIGNMENT OF TRADEMARKS AND DOMAINS

This Assignment of Trademarks and Domains (the “*Trademarks Assignment*”) is made as of April 4, 2018 (the “*Effective Date*”), by and between Mark S. Horoupian, in his sole and limited capacity as assignee for the benefit of creditors of Pulselocker, Inc., a Delaware corporation (the “*Seller*”), and Beatport, LLC (the “*Buyer*”). Seller and Buyer are parties to a certain “Asset Purchase Agreement” dated as of April 4, 2018, (the “*Asset Purchase Agreement*”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, the Seller owns certain rights, title and interest in, to and under the Required Assets, including, without limitation, the Marks and Domain Names, as set forth and defined below;

WHEREAS, the execution and delivery of this Trademarks Assignment by the Seller is a condition to the obligations of the Buyer to consummate the transactions contemplated by the Asset Purchase Agreement; and,

WHEREAS, pursuant to the Asset Purchase Agreement, the Buyer desires to sell, convey, transfer, assign and deliver to the Buyer all of the Required Assets as specifically set forth in the Asset Purchase Agreement, including, without limitation, the Seller’s right, title and interest in, to and under the Seller’s Marks and Domain Names and all goodwill symbolized thereby and associated therewith, and the Buyer wishes to purchase, acquire and accept from the Seller such Required Assets, including, without limitation, such Marks and Domain Names.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably contributes, sells, transfers, conveys, grants, assigns, delivers, and sets over to the Buyer, its successors and assigns, any and all right, title, and interest that Pulselocker, Inc., a Delaware corporation (“*Pulselocker*”) has, or may have, and that Seller, in his capacity as assignee for the benefit of creditors of Pulselocker has, or may have, in and to Pulselocker’s corporate names, logos, service marks and trademarks, including, without limitation, the “Pulselocker” trademark, bearing Serial No. 85510983 and Registration No. 4433119, together with (i) the goodwill associated therewith and all issuances, extensions, and renewals thereof that may issue therefrom and all common law rights associated with such trademark to the extent that such common law rights exist (the “*Marks*”), (ii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for proceeds and damages therefrom, restitution and injunctive and other legal and equitable relief for past, present and future infringement, imitation, impairment, distortion, dilution, misappropriation, violation, misuse or unauthorized use, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such proceeds and damages, and (iii) any and all rights to royalties, profits, compensation, license fees, income, payments and other proceeds or remuneration of any kind now or hereafter due and payable relating to the Marks.

Seller shall, within ten (10) days following the Closing, (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar (the “**Registering Authority**”) for each Domain name to transfer such Domain name to the Buyer on an expedited basis, (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain names to the Buyer on an expedited basis. As used herein, the term “**Domain Names**” shall mean [www.pulselocker.com](http://www.pulselocker.com) and pulselocker.net.

Seller further represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Trademarks Assignment.

Seller further hereby agrees that Buyer shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Buyer as owner of record of the Marks.

Seller further hereby revokes all previous powers of attorney related to the Marks and irrevocably appoints Buyer as its power of attorney (which power is hereby acknowledged to be coupled with an interest), with full power of substitution and revocation vested in Buyer, to prepare and execute on Seller's behalf, any documents necessary or required by the United States Patent and Trademark Office in connection with and to demonstrate Seller's consent to use, register, and/or attempt to register the Marks by Buyer and its successors and assigns.

Seller further agrees, at the request of Buyer to promptly (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may reasonably be required to carry out the terms and intent of this Trademarks Assignment; and (ii) fully cooperate with Buyer, as reasonably required, to enable Buyer to duly record this instrument of assignment with the United States Patent and Trademark Office so that Buyer's ownership of the Marks is duly made of record.

This Trademarks Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other person, including, without limitation, any union or any employee or former employee of the Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights for employment for any specified period, under or by reason of this Trademarks Assignment.

This Trademarks Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

If any provision of this Trademarks Assignment is held invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions shall not for that reason alone be unenforceable or invalid. In such case, the parties hereto agree to negotiate in good faith to create an enforceable contractual provision to achieve the purpose of the invalid provision. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to

narrow its application to the extent necessary to make the provision enforceable according to the applicable law and shall be enforced as amended.

This Trademarks Assignment may be executed in counterparts and delivered by facsimile or PDF or otherwise. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

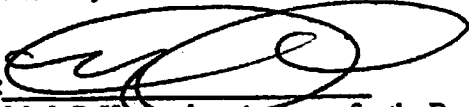
This Trademarks Assignment shall be construed in accordance with and governed by the law of the State of California, without regard to the conflicts of law rules of such state.

[Signature page follows.]

**IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment of Trademarks to be duly executed on the date first written above.**

**SELLER:**

**Mark S. Horoupian, in his sole and limited capacity as assignee for the benefit of creditors of Pulselocker, Inc.**

By: 

**Mark S. Horoupian, Assignee for the Benefit of Creditors of Pulselocker, Inc.**

**BUYER:**

**Beatport, LLC**

By: \_\_\_\_\_  
**Charles Ciogoli, CFO, Beatport, LLC**

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment of Trademarks to be duly executed on the date first written above.

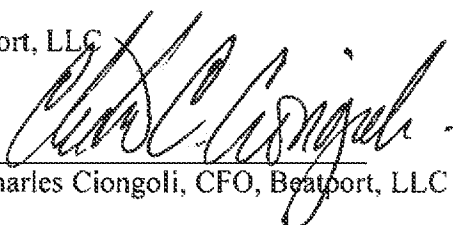
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Mark S. Horoupian, in his sole and limited capacity as assignee for the benefit of creditors of Pulselocker, Inc.

By: \_\_\_\_\_  
Mark S. Horoupian, Assignee for the Benefit of Creditors of Pulselocker, Inc.

BUYER:

Beatport, LLC

By:   
Charles Ciongoli, CFO, Beatport, LLC