

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qello LLC		01/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stingray Music USA Inc.		
Street Address:	6420-A1 Rea Road Suite 161		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4015023	QELLO	
CORRESPONDENCE DATA			
Fax Number:	7036688200		
<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:	703-668-8000		
Email:	dcdocketing@hdp.com		
Correspondent Name:	Josh A. Partington		
Address Line 1:	11730 Plaza America Dr. #600		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	15303-200010-US		
NAME OF SUBMITTER:	Josh A. Partington		
SIGNATURE:	/Josh A. Partington/		
DATE SIGNED:	08/28/2018		
Total Attachments: 5			
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TRADEMARKS ASSIGNMENT

THIS AGREEMENT is made effective as of the 3rd day of January, 2018.

BY AND BETWEEN:

QELLO HOLDINGS, LLC, a limited liability company formed under the laws of the State of Delaware;

(hereinafter called "Qello Holdings")

AND:

QELLO, LLC, a limited liability company formed under the laws of the State of Delaware;

(hereinafter called "Qello" and together with Qello Holdings, the "Assignors")

AND:

STINGRAY MUSIC USA INC., a company incorporated under the laws of the State of Delaware;

(hereinafter called the "Assignee")

WHEREAS Qello is the proprietor and owner of the registered and unregistered trademarks listed on Schedule "A" (the "Trademarks"); and

WHEREAS Qello has transferred, sold and assigned all rights, title and interest in and to the Trademarks, and the goodwill and business related thereto, to the Assignee who accepted such transfer, sale and assignment, the whole pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated January 3, 2018 between the Assignors and the Assignee, in accordance with which the Assignors agreed to sell, transfer and assign, and the Assignee agreed to purchase and accept certain assets and property of the Assignors described therein, including the Trademarks, and the goodwill and business related thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants of the Purchase Agreement, the Parties agree as follows:

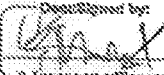
- 1) Pursuant to the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Qello hereby sells, transfers and assigns unto the Assignee all property, rights, benefits, title and interest in and to the Trademarks together with all applications and registrations relating thereto, including the right to apply for and maintain all registrations, renewals and/or extensions thereof, and the goodwill and business related therein to hold the same unto the Assignee absolutely.

- 2) Qello further assigns to the Assignee the right to take part in any opposition or litigation related to the Trademarks, whether already commenced or not, and to sue for past, present or future infringement and to recover and retain all damages and profits arising therefrom.
- 3) The Assignors further assign to the Assignee all rights and benefits they hold in any contracts, agreements, licenses or engagements in any form whatsoever relating to the Trademarks.
- 4) The Assignors covenant and agree not to contest or oppose the validity of this sale, assignment and transfer nor the validity of the Trademarks or ownership of the Assignee to any Trademarks.
- 5) The Assignors represent and warrant that:
 - a) they have not granted any rights or licenses to use or in any way exploit the Trademarks to any person, excluding rights granted to operators and broadcasting platforms related to Customer Contracts;
 - b) the Trademarks are in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in their abandonment, cancellation or unenforceability;
 - c) to the best of Assignors' knowledge, there is no claim of adverse ownership or invalidity or other opposition to or conflict with any of the Trademarks nor any claim against the Assignors relating to the Trademarks; and
 - d) they have no knowledge that the use of any of the Trademarks breaches, violates, infringes or interferes with any rights of any person.
- 6) The Assignors agree to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which may be required to transfer all of the Assignors' rights, title and interest in and to the said Trademarks and/or the rights thereto to the Assignees, its successors and assigns.
- 7) This Agreement and the assignment effected pursuant hereto shall be binding upon the Assignors, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.
- 8) This Agreement may be executed by the parties in separate counterparts (by original or facsimile signature) each of which when so executed and delivered shall be an original, but all of which, when taken together, shall constitute one and the same instrument.

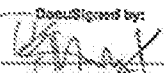
[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

QELLO HOLDINGS LLC

by  _____
Name: Gary Winnick
Title: Chairman

QELLO, LLC

by  _____
Name: Gary Winnick
Title: Chairman

STINGRAY MUSIC USA INC.

by _____
Name: Eric Boyko
Title: President

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

QELLO HOLDINGS LLC

by _____

Name: Gary Winnick

Title: Chairman

QELLO, LLC

by _____

Name: Gary Winnick

Title: Chairman

STINGRAY MUSIC USA INC.

by  _____

Name: Eric Boyko

Title: President

TRADEMARK

REEL: 006437 FRAME: 0736

SCHEDULE "A"

TRADEMARKS

Registered Trademarks

Trademark	Country	Trademark Holder	Registration Number	Classes	Registration Date
QELLO	AU	Qello, LLC	1416454	9, 41	2011-03-25
QELLO	US	Qello LLC	4015023	9, 41	2011-08-23

Unregistered Trademarks

None

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