

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Red Distribution, LLC		03/30/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Orchard Enterprises NY, Inc.
<b>Street Address:</b>	23 East 4th Street
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	87621024	
<b>Serial Number:</b>	87620985	RED MUSIC
<b>Registration Number:</b>	4996867	TEN BANDS ONE CAUSE
<b>Registration Number:</b>	4485345	WHAT'S THE SMACK
<b>Registration Number:</b>	4397154	WHAT'S THE SMACK?
<b>Registration Number:</b>	4445499	RED
<b>Registration Number:</b>	4445498	RED DISTRIBUTION
<b>Registration Number:</b>	3782542	'STACHEMEDIA
<b>Registration Number:</b>	3782541	'STACHEMEDIA
<b>Registration Number:</b>	4321265	RED AN ARTIST DEVELOPMENT COMPANY

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 2128335428

Email: eugene.koenig@sonymusic.com

Correspondent Name: Eugene Koenig

TRADEMARK

**Address Line 1:** c/o Sony Music 25 Madison Avenue  
**Address Line 2:** 22nd Floor  
**Address Line 4:** New York, NEW YORK 10010

**NAME OF SUBMITTER:** Eugene Koenig

**SIGNATURE:** /Eugene Koenig/

**DATE SIGNED:** 11/15/2018

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between Red Distribution, LLC, a Delaware LLC ("Assignor") having an office at 345 Hudson Street, New York, NY 10014, and Orchard Enterprises NY, Inc., a New York Corporation ("Assignee") having an address at 23 East 4<sup>th</sup> Street, Floor 3, New York, New York 10003.

WHEREAS, Assignor is the 100% owner of the trademark Applications/Registrations listed on Schedule A attached hereto and made a part hereof, any closely-related worldwide trademark applications or registrations, and any common-law rights, and the goodwill associated therewith (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of, the Trademarks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademarks. Effective as of the date executed by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; and (iii) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts necessary to confirm the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee. To the extent that any of Assignor's affiliates possess any rights in and to the Trademarks, Assignor agrees to procure and/or transfer such rights to Assignee so that such transfer is accomplished contemporaneous with this Assignment or as soon as immediately practicable thereafter.

3. Warranties. Assignor represents and warrants that Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademarks, including the right to use the Trademarks. Assignor also represents and warrants that to the best of its knowledge, the Trademarks do not

violate or infringe upon any trademark, service mark, contract right or other intellectual property right of any other. Assignor further represents and warrants that Assignor has disclosed to Assignee all information known to Assignor that is related to Assignor's right, title, and interest in and to the Trademarks, including without limitation the chain of title for the Trademarks. Other than the warranties listed in this Section, THE TRADEMARKS ARE ASSIGNED ON AN AS IS, WHERE IS, BASIS, WITH ALL FAULTS KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRADEMARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. Responsibilities of Assignee. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

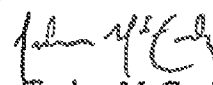
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Entire Agreement. This Assignment constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties.

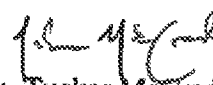
Executed this 30<sup>th</sup> day of March, 2018.

Assignor: Red Distribution, LLC

By:   
Name: Tucker McCrady  
Title: Vice President

Acknowledged this 30th day of March, 2018

Assignee: Orchard Enterprises NY, Inc.

By:   
Name: Tucker McCrady  
Title: Secretary

## SCHEDULE A

1. Pending Application 8762102<sup>1/4</sup> Lightning Bolt Logo (for RED MUSIC)
2. Pending Application 87620985 RED MUSIC and Lightning Bolt Logo
3. Registration No. 4996867 TEN BANDS ONE CAUSE
4. Registration No. 4485345 WHAT'S THE SMACK
5. Registration No. 4397154 WHAT'S THE SMACK
6. Registration No. 4445499 RED
7. Registration No. 4445498 RED DISTRIBUTION
8. Registration No. 3782542 'STACHEMEDIA
9. Registration No. 3782541 'STACHEMEDIA
10. Registration No. 4321265 RED ARTIST DEVELOPMENT COMPANY and Design