

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
React Presents Inc.		02/18/2014	Corporation: ILLINOIS
Jeffery Callahan		02/18/2014	INDIVIDUAL:
Lucas King		02/18/2014	INDIVIDUAL:
Clubtix Inc.		02/18/2014	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	SFX-React Operating LLC		
Street Address:	9242 Beverly Blvd.		
Internal Address:	Suite 153		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90213		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85860209	BASS KITCHEN	
Serial Number:	85859970	REACT PRESENTS	
CORRESPONDENCE DATA			
Fax Number:	6466502108		
<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:	6466502207		
Email:	sarah@adelmanmatz.com		
Correspondent Name:	Sarah M. Matz		
Address Line 1:	1173A Second Avenue		
Address Line 2:	Suite 153		
Address Line 4:	New York, NEW YORK 10065		
NAME OF SUBMITTER:	Sarah M. Matz		
SIGNATURE:	/Sarah M. Matz/		
DATE SIGNED:	11/28/2018		

OP \$65.00 85860209

Total Attachments: 28

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EXECUTION VERSION

ASSET AND MEMBERSHIP INTEREST CONTRIBUTION AGREEMENT

by and among

SFX ENTERTAINMENT, INC.,
SFX-REACT OPERATING LLC,

REACT PRESENTS, INC.,

CLUBTIX INC.,

LUCAS KING,

and

JEFFERY CALLAHAN

dated as of February 18, 2014

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ASSET AND MEMBERSHIP INTEREST CONTRIBUTION AGREEMENT

This Asset and Membership Interest Contribution Agreement (this "Agreement") is dated as of February 18, 2014, by and among SFX ENTERTAINMENT, INC., a Delaware corporation ("Parent"), SFX-REACT OPERATING LLC, a Delaware limited liability company wholly owned by Parent ("Acquiror", and together with Parent, the "Acquiring Parties"), REACT PRESENTS, INC., an Illinois corporation ("React"), CLUBTIX, INC., an Illinois corporation ("Clubtix", and together with React, the "Transferors"), LUCAS KING, an individual resident of Illinois and a stockholder of React and Clubtix ("King"), and JEFFERY CALLAHAN, an individual resident of Illinois and a stockholder of React and Clubtix ("Callahan", and together with King the "Stockholders"). The Stockholders and the Transferors are collectively referred to herein as the "Transferor Parties". The Acquiring Parties and the Transferor Parties are collectively referred to herein as the "Parties" and each a "Party."

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 1
DEFINITIONS**

The following terms, as used herein, have the following meanings:

[REDACTED]

[REDACTED]

“Acquiring Parties” has the meaning ascribed to it in the introduction to this Agreement.

[REDACTED]

“Acquiror” has the meaning ascribed to it in the introduction to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Agreement” has the meaning ascribed to it in the introduction to this Agreement.

“Applicable Law” means any domestic or foreign, federal, state or local statute,
law, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Business” has the meaning ascribed to it in the introduction to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Closing” has the meaning ascribed to it in Section 8.1.

“Closing Date” has the meaning ascribed to it in Section 8.1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Designated Affiliates” has the meaning ascribed to it in the introduction of this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Excluded Assets” has the meaning ascribed to it in Section 2.3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means United States and foreign patents, copyrights, Trade Secrets, Marks, any registrations or applications with respect to any of the foregoing, any similar or other intellectual property rights, and any rights under or with respect to any of the foregoing, including, without limitation, the right to file patent applications with respect to inventions that have been conceived or reduced to practice in whole or part as of the date hereof, any such applications that are in fact filed, the right to file applications to register copyrights in copyrightable works that have been created in whole or part as of the date hereof, and any such applications that are in fact filed.

“Intellectual Property Embodiments and Documentation” means all object code, source code, technical documentation, engineering notes, information sheets, specifications, compilers, tools, data schema, databases, data warehouses, software, marketing and promotional materials, software libraries, know-how, invention disclosures and technology.

[REDACTED]

[REDACTED]

“IT Assets” means all computers, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment (including any such assets as may be used to support any electronic information and ordering web-based or virtual platform) owned, leased or licensed by any Transferor and used in connection with the Business, wherever located, and all associated documentation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Lien” means, with respect to any asset, any mortgage, title defect or objection, lien, pledge, charge, claim, security interest, equitable interest, option, hypothecation, easement, right of way, restriction, encumbrance, preference, priority, right of first refusal, condition or limitation of any kind in respect of such asset and any agreement to grant any of the foregoing, excluding (a) liens for Taxes that are not due and payable or that are being contested in good faith by appropriate legal proceedings in a manner that will prevent foreclosure of the applicable lien during the pendency of such proceedings, (b) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen and other similar Persons and other liens imposed by Applicable Law incurred in the Ordinary Course of Business for sums not yet delinquent, (c) liens relating to deposits made in the Ordinary Course of Business in connection with workers’ compensation, unemployment insurance and other types of social security, and (d) liens securing any Assumed Liability.

[REDACTED]

“Marks” means trademarks, service marks, trade dress and others indicators of source, origin, sponsorship, certification or endorsement, and all goodwill in and to any such trademarks, service marks, trade dress and other indicators of source, origin, sponsorship, certification or endorsement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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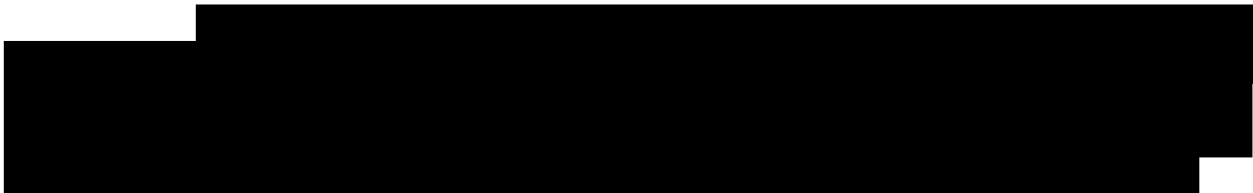
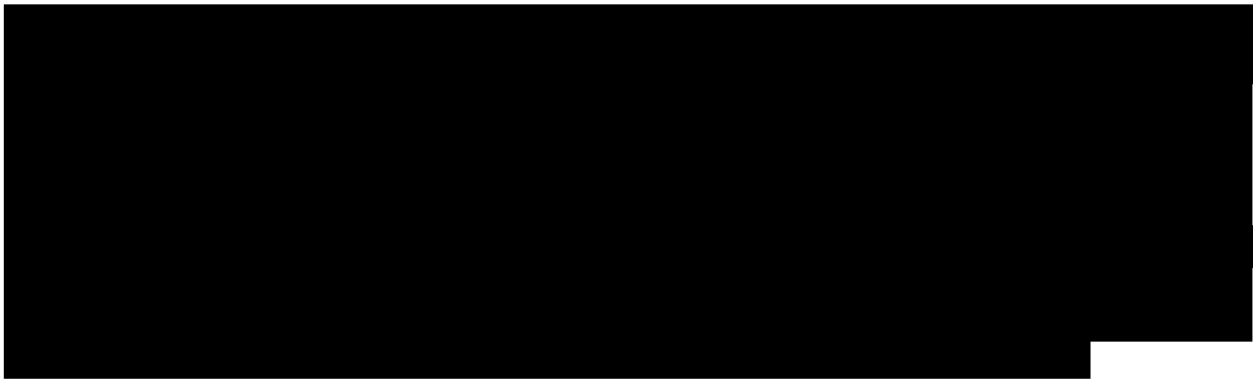
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[REDACTED]

[REDACTED]

“Transferred Assets” has the meaning ascribed to it in Section 2.1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Transferor IP” means all Intellectual Property, Intellectual Property Embodiments and Documentation, Domain Names or Software used in or relating to the Business. For avoidance of doubt, Transferor IP includes, without limitation, (a) all of the patents and patent applications referenced in the foregoing sentence that are or have been issued or filed as of the Closing Date (the “Existing Patents and Applications”), (b) all other patent applications that are filed after the Closing Date that disclose or claim any inventions first conceived or reduced to practice in whole or part on or before the Closing Date that relate to the Intellectual Property Embodiments and Documentation, including, without limitation, all continuations, continuations-in-part, divisional, reexamined and reissued patent applications and patents that relate to the Existing Patents and Applications, (c) all foreign counterparts with respect to any of the foregoing, and (d) all patents that issue with respect to any of the foregoing patent applications.

“Transferor Parties” has the meaning ascribed to it in the introduction to this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 2
CONTRIBUTION**

2.1 Contribution of Transferred Assets. On the terms and subject to the conditions of this Agreement, at the Closing, the Transferor Parties shall contribute, sell, transfer, convey, assign and deliver to Acquiror and/or one or more of its Designated Affiliates, and Acquiror shall and/or or shall cause one or more of its Designated Affiliates to purchase, accept and acquire from each Transferor Party, free and clear of any Liens, all of such Transferor Party's right, title and interest in and to the assets constituting the Business, including without limitation, the following properties, assets, rights and claims, whether tangible or intangible, including goodwill and going concern value but excluding the Excluded Assets (the "Transferred Assets"):

(a) all of the Transferor IP and IT Assets, including, without limitation, the Transferor IP identified on Schedule 2.1(a);

[REDACTED]

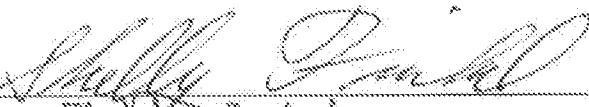
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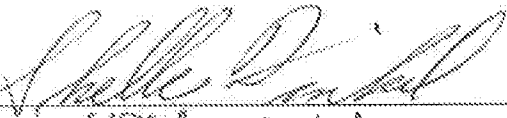
[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

SFX ENTERTAINMENT, INC.
a Delaware corporation

By: 
Name: Sheldon Fink
Title: Vice Chairman

SFX-REACT OPERATING LLC
a Delaware limited liability company

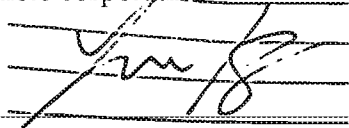
By: 
Name: Sheldon Fink
Title: Vice Pres

[Signatures continue on following page.]

[Signature page to Asset and Membership Interest Contribution Agreement]

REACT PRESENTS, INC.

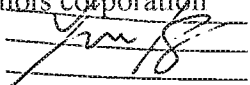
an Illinois corporation



By: _____
Name: _____
Title: _____

CLUBTIX INC.

an Illinois corporation

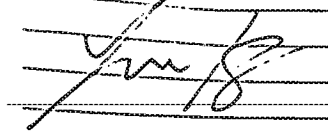


By: _____
Name: _____
Title: _____

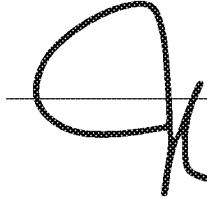
[Signatures continue on following page.]

[Signature Page to Asset and Membership Interest Contribution Agreement]

LUCAS KING
an individual resident of Illinois

A handwritten signature in black ink, appearing to read 'Lucas King', written over a set of horizontal lines. A dotted line extends to the right from the bottom line.

JEFFERY CALLAHAN
an individual resident of Illinois

A handwritten signature in black ink, appearing to read 'Jeffery Callahan', written over a set of horizontal lines. A solid line extends to the right from the bottom line.

[Signature Page to Asset and Membership Interest Contribution Agreement]

TRANSFEROR PARTIES' DISCLOSURE SCHEDULE

These disclosure schedules (the "Disclosure Schedules") are being delivered to SFX ENTERTAINMENT INC., a Delaware corporation ("Parent") and SFX-REACT OPERATING LLC, a Delaware limited liability company wholly owned by Parent ("Acquiror", and together with Parent, the "Acquiring Parties"), pursuant to the Asset and Membership Interest Contribution Agreement, dated as of February 14, 2014 (the "Agreement"), by and among Parent, Acquiror, REACT PRESENTS, INC., an Illinois corporation ("React"), CLUBTIX, INC., an Illinois corporation ("Clubtix", and together with React, the "Transferors"), LUCAS KING, an individual resident of Illinois and a stockholder of React and Clubtix ("King"), and JEFFERY CALLAHAN, an individual resident of Illinois and a stockholder of React and Clubtix ("Callahan", and together with King the "Stockholders"). The Stockholders and the Transferors are collectively referred to herein as the "Transferor Parties". All capitalized terms used but not otherwise defined herein shall have the meanings specified in the Agreement.

These Disclosure Schedules are an integral part of the Agreement, are incorporated therein by reference and are not intended to be independent documents. These Disclosure Schedules' numbers correspond to the relevant section numbers in the Agreement.

To the extent there is any inconsistency between information set forth in these Disclosure Schedules and any information, disclosure, document or schedule heretofore delivered to the Acquiring Parties, these Disclosure Schedules supersede and replace such other information, disclosure, document and schedule previously provided.

Headings included herein are included solely for ease of reference and shall not in any way limit the disclosures contained herein or have the effect of amending or changing the express descriptions of the sections of the Agreement or the language or the provisions thereof.

Disclosure of any exception in the Disclosure Schedules shall only be adequate if the exception is disclosed with particularity and describes the relevant facts in reasonable detail. Each exception set forth in the Transferor's Disclosure Schedule will be deemed to qualify (a) the corresponding representation and warranty set forth in this Agreement that is specifically identified (by cross-reference or otherwise) in the Transferor's Disclosure Schedule and (b) all other representations and warranties to the extent the relevance of such exception to such other representation and warranty is reasonably clear.

SCHEDULE 2.1(a)
Transferor IP and IT Assets

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Trade Marks

Title	Owner	Serial No.	Country	Class
Bass Kitchen	React	85860209	United States	041
React Presents	React	85859970	United States	041
Spring Awakening Music Festival	Spring Awakening, LLC	85626492	United States	041
SA	Spring Awakening, LLC	85626710	United States	041
Summer Set Music & Camping Festival	Summer Set Music and Camping Festival, LLC	85829369	United States	041

[REDACTED]