

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noise Group, LLC		05/13/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Live Nation Worldwide, Inc.		
Street Address:	9348 Civic Center Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4738950	BURGERAMA	
Registration Number:	5395833	OBSERVATORY	
Registration Number:	5556748	SUMMERTIME IN THE LBC	
Registration Number:	5552009	SUMMERTIME IN THE LBC	
Registration Number:	5560806	WURSTHAUS OBSERVATORY	
Registration Number:	5607696	WHEN WE WERE YOUNG	
Serial Number:	86676294	BURGERAMA FESTIVAL	
Serial Number:	87945625	OBSERVATORY	
Serial Number:	87191833	BEACH GOTH FESTIVAL	
Serial Number:	87191830	BEACH GOTH FEST	
Serial Number:	87230614	BEACH GOTH PARTY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@livenation.com		
Correspondent Name:	Ellie Schwimmer		
Address Line 1:	9348 Civic Center Drive		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		

CH \$290.00 4738950

NAME OF SUBMITTER:	Ellie Schwimmer
SIGNATURE:	/ES/
DATE SIGNED:	05/14/2019
Total Attachments: 5 source=Noise Group and LNW TM Assignment 5-13-19#page1.tif source=Noise Group and LNW TM Assignment 5-13-19#page2.tif source=Noise Group and LNW TM Assignment 5-13-19#page3.tif source=Noise Group and LNW TM Assignment 5-13-19#page4.tif source=Noise Group and LNW TM Assignment 5-13-19#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), effective as of May 13, 2019 (the “**Effective Date**”), is made by and among Noise Group, LLC d/b/a The Observatory, a California limited liability company (the “**Seller**”), and Live Nation Worldwide, Inc., a Delaware corporation (“**Buyer**”), pursuant to an Asset Purchase Agreement by and among the Seller, Buyer and Courtney Dubar, dated as of April 12, 2019, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of May 13, 2019 (collectively, the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to Buyer, among other assets, the Trademarks (as defined below), and has agreed to execute and deliver this Trademark Assignment.

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

1. Assignment. Effective as of the Effective Date, the Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of the Seller’s right, title, and interest in and to:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of the Seller accruing under the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; and

(d) any and all claims and causes of action with respect to the Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, the Seller shall take such steps and actions, at no cost to Seller, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

3. Definitions; Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and Buyer with

respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER:

NOISE GROUP, LLC

By: 
Name: Courtney Dubar
Title: Manager

BUYER:

LIVE NATION WORLDWIDE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

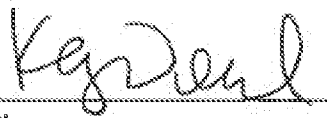
SELLER:

NOISE GROUP, LLC

By: _____
Name: Courtney Dubar
Title: Manager

BUYER:

LIVE NATION WORLDWIDE, INC.

By: 
Name: _____
Title: Kathy Willard
EVP and Chief Financial Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Burgerama	United States	4738950	May 19, 2015
Observatory	United States	5395833	February 6, 2018
Summertime In The LBC	United States	5556748	September 4, 2018
Summertime In The LBC	United States	5552009	August 28, 2018
Wursthaus Observatory	United States	5560806	September 11, 2018
When We Were Young	United States	5607696	November 13, 2018

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
Burgerama Festival	United States	N/A	86676294	June 26, 2015
Observatory	United States	January 3, 2012	87945625	June 1, 2018
Beach Goth Festival	United States	N/A	87191833	October 3, 2016
Beach Goth Fest	United States	N/A	87191830	October 3, 2016
Beach Goth Party	United States	September 4, 2012	87230614	November 8, 2016