

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Townsquare Live Events Minnesota, LLC		05/23/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CN Holdco, LLC		
Street Address:	9348 Civic Center Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4312333	WE FEST	
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		
ATTORNEY DOCKET NUMBER:	MUS-US-00340		
NAME OF SUBMITTER:	Ellie Schwimmer		
SIGNATURE:	/ES/		
DATE SIGNED:	09/17/2019		
Total Attachments: 7			
source=Country Jam, USA and WE Fest Marks - Townsquare to CN Holdco 20190523 (signed)#page1.tif			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is made and entered into effective as of May 23, 2019 (the “Effective Date”) between CN Holdco, LLC, a Delaware limited liability company (“Assignee”), and each of (i) Townsquare Live Events Minnesota, LLC, a Delaware limited liability company; Townsquare Live Events Colorado, LLC, a Delaware limited liability company; Townsquare Live Events Montana, LLC, a Delaware limited liability company; Taste of Country Productions, LLC, a Delaware limited liability company (collectively “Seller” and each a “Seller”), and (ii) Townsquare Live Events, LLC, a Delaware limited liability company and owner of all of the outstanding membership interests in Sellers (“Parent,” and with the Sellers, the “Assignors”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase Agreement between the Assignors and the Assignee dated as of the Effective Date (the “Asset Purchase Agreement”).

WITNESSETH:

A. Pursuant to the terms of the Asset Purchase Agreement, Assignors have agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of the Assignor’s rights, title and interests in and to Assignors’ country music festival portfolios, comprised of the Taste of Country Music Festival, We Fest Country Music Festival, Country Jam and Headwaters Country Jam (collectively, the “Festivals”).

B. Pursuant to the Asset Purchase Agreement, as a subset of the Assets, Assignors have agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignors, all of Assignor’s rights, title and interest in and to the Intellectual Property related to the Festivals.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Assignment**. Subject to the terms and conditions of the Asset Purchase Agreement, and effective as of the above Effective Date, Assignors hereby sell, transfer, convey, assign and deliver to Assignee all of Assignors’ rights, title and interest in and to the Intellectual Property owned or held by Assignors that is used exclusively in the operation of the Business as presently conducted, including, without limitation (a) the registered and unregistered marks relating to “We Fest Country Music Festival”, “Country Jam” and “Headwaters Country Jam”, including the registered trademarks set forth on Appendix A, and all other names similar to, derived from or related to such names, and related goodwill, (b) any registered and unregistered copyrights owned by the Assignors relating to the Festivals, (c) the domain names set forth in Appendix B, and (d) the social media accounts set forth in Appendix C; *provided, however*, that this Assignment excludes those items relating to the Taste of Country Festival that are licensed to Assignee by Townsquare Media, Inc. pursuant to a license agreement dated as of the Effective Date.

2. Incorporation; Conflict. The terms of the Asset Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by this reference. Notwithstanding anything to the contrary contained herein, Assignors and Assignee hereby acknowledge and agree that the terms of this Assignment are subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement, and nothing contained in this Assignment will be deemed to supersede, modify, limit or amend the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement, or any of the rights, duties or obligations of Assignors or Assignee under the Asset Purchase Agreement, this Assignment being intended only to further effect and implement the assignment and transfer of the Intellectual Property to Assignee, as contemplated by the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

3. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignee, Assignors, and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without reference to the conflicts of law provisions thereof.

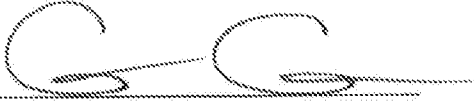
5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together will be deemed to be one and the same instrument, and may be executed by facsimile, electronic or emailed signatures, all of which will be considered original signatures.

[Signatures Appear on the Following Page]

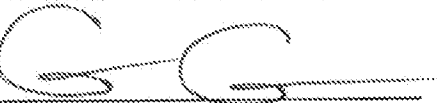
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date and year first written above.

ASSIGNORS:

TOWNSQUARE LIVE EVENTS MINNESOTA, LLC

By: 
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TOWNSQUARE LIVE EVENTS COLORADO, LLC

By: 
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TOWNSQUARE LIVE EVENTS MONTANA, LLC

By: 
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TASTE OF COUNTRY PRODUCTIONS, LLC

By: 
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TOWNSQUARE LIVE EVENTS, LLC

By: 
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

ASSIGNEE:

CN HOLDCO, LLC

By: _____
Name: _____
Title: _____

{Signature Page to IP Assignment}

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date and year first written above.

ASSIGNORS:

TOWNSQUARE LIVE EVENTS MINNESOTA, LLC

By: _____
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TOWNSQUARE LIVE EVENTS COLORADO, LLC

By: _____
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TOWNSQUARE LIVE EVENTS MONTANA, LLC

By: _____
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TASTE OF COUNTRY PRODUCTIONS, LLC

By: _____
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

TOWNSQUARE LIVE EVENTS, LLC

By: _____
Name: Christopher Kitchen
Title: Executive Vice President and General Counsel

ASSIGNEE:

CN HOLDINGS, LLC

By: _____
Name: Michael G. Rowles
Title: Executive Vice President,
General Counsel and Secretary

[Signature Page to IP Assignment]

APPENDIX A

Trademarks

US trademark registration “Country Jam, USA” (US Reg. No. 1932498)

US trademark registration “WE Fest” (US Reg. No. 4312333)

APPENDIX B

Domain Names

Country Jam

- <https://countryjam.com/>
- <https://countryjam.net/>
- <https://countryjam.co/>
- <https://countryjam.us/>
- <https://countryjam.biz/>

WE Fest

- <https://wefest.com/>
- <http://wefest.com/mobi>
- <http://wefestphotos.com/>

Headwaters Country Jam

- <https://headwaterscountryjam.com/>

APPENDIX C

Social Media Accounts

Taste of Country Music Festival

Facebook: @TasteOfCountryFestival

Instagram: @tocfestival

Twitter: @tocfestival

YouTube: Taste of Country Music Festival

Spotify: TocFestival

Snapchat: TOCFest

Country Jam

Facebook: @CountryJamColorado

Instagram: @CountryJamCO

Twitter: @CountryJamCO

YouTube: Country Jam

Spotify: CountryJamCO

Snapchat: country-jamco

WE Fest

Facebook: @wefestmn

Instagram: @wefestmn

Twitter: @wefestmn

YouTube: WE Fest

Spotify: wefest

Snapchat: wefestmn

Headwaters Country Jam

Facebook: @hcjam

Instagram: @HeadwatersCountryJam

Twitter: @HeadwatersCJam

YouTube: Headwaters Country Jam

Spotify: headwaterscj

Snapchat: HWCountryJam