

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trevor Penick		02/15/2020	INDIVIDUAL: UNITED STATES
Erik Michael Estrada		02/15/2020	INDIVIDUAL: UNITED STATES
Dan Miller		02/15/2020	INDIVIDUAL: UNITED STATES
Jacob Underwood		02/15/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	UMG Recordings, Inc,		
Street Address:	2220 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87531458	O-TOWN	
CORRESPONDENCE DATA			
Fax Number:	3108651791		
<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:	310-865-1708		
Email:	trademarks@umusic.com		
Correspondent Name:	Brent LaBarge		
Address Line 1:	2220 Colorado Avenue		
Address Line 2:	Universal Music Group		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	Brent LaBarge		
SIGNATURE:	/Brent LaBarge/		
DATE SIGNED:	02/28/2020		
Total Attachments: 3			
source=O-TOWN Assignment_UMG_EXE#page1.tif			
source=O-TOWN Assignment_UMG_EXE#page2.tif			

CH \$40.00 87531458

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of this ____ day of February, 2020, by and between Jacob Underwood, Trevor Penick, Erik Michael Estrada, and Dan Miller (collectively, the "Assignors"), in favor of UMG Recordings, Inc., a Delaware corporation ("Assignee") (collectively with Assignors, the "Parties"), with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignors own all right, title and interest in and to the mark O-TOWN for various goods and services, and all combinations and variations thereof and all logos associated therewith, together with all applications therefor, including, without limitation, U.S. Application Serial No. 87531458 (collectively, the "Trademarks");

WHEREAS, in exchange for the consideration set forth in other agreements between Assignors and Assignee entered into concurrently herewith (collectively, the "Agreement"), the provisions of which are hereby incorporated by reference herein, and for other good and valuable consideration, Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment of Trademarks. Pursuant to the terms and conditions set forth in the Agreement, and subject to the terms and conditions of the License Agreement of even date between the parties hereto, Assignors hereby transfer, convey, assign and deliver to Assignee all of Assignors' right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and of opposition, interference and/or cancellation proceedings for protection of the Trademarks. Pursuant to the terms and conditions set forth in the Agreement, Assignors hereby authorize Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademarks, and to secure in its own name the registrations granted thereon throughout the world. Assignors agree to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.

2. Further Acts. Assignors agree to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignments set forth herein ("Supporting Documents"). If Assignors fail or refuse to execute any Supporting Documents, or take such further actions, Assignors hereby agree, for themselves and their successors, assigns and transferees, to the fullest extent permitted by law, that any President, Senior Vice President, Vice President, and/or Chief Executive Officer of

Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignors' attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

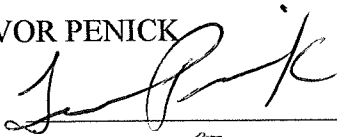
IN WITNESS WHEREOF, Assignors and Assignee have executed and entered into this Assignment as of the date first written above.

JACOB UNDERWOOD

By:  _____

Date: 2-15-20

TREVOR PENICK

By:  _____

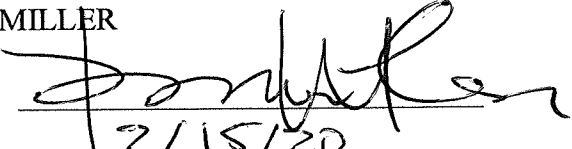
Date: 2-15-20

ERIK MICHAEL ESTRADA

By:  _____

Date: 2-15-20

DAN MILLER

By:  _____

Date: 2/15/20

UMG RECORDINGS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignors' attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

IN WITNESS WHEREOF, Assignors and Assignee have executed and entered into this Assignment as of the date first written above.

JACOB UNDERWOOD

TREVOR PENICK

By: _____

By: _____

Date: _____

Date: _____

ERIK MICHAEL ESTRADA

DAN MILLER

By: _____

By: _____

Date: _____

Date: _____

UMG RECORDINGS, INC.

By:  _____ BSL

Name: Jeffrey S. Harleston

Title: General Counsel and Executive Vice President

Date: February 11, 2020