TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM577582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/03/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ticketswest.com, Inc.		05/21/2020	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Paciolan, LLC	
Street Address:	5291 California Ave	
Internal Address:	Suite 100	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92617	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2348500	TICKETSWEST

CORRESPONDENCE DATA

Fax Number: 2027197049

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: 2027197000 Email: ckelly@wiley.law **Correspondent Name:** Christopher Kelly Address Line 1: 1776 K Street, N.W. WILEY REIN LLP Address Line 2:

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	889440001
NAME OF SUBMITTER:	Christopher Kelly
SIGNATURE:	/Christopher Kelly/
DATE SIGNED:	05/21/2020

Total Attachments: 2

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> **TRADEMARK** REEL: 006944 FRAME: 0330

NUNC PRO TUNC TRADEMARK ASSIGNMENT

- **A.** Ticketswest.com, Inc., a Washington corporation ("Assignor"), was the owner of all right, title and interest in the following trademark and trademark registrations:
 - TICKETSWEST and U.S. Registration No. 2,348,500 for "arranging for ticket reservations for shows and other entertainment," issued May 9, 2000.
 - TICKETSWEST and Canadian Reg. No. TMA554339 for "ticket reservation services and hotel reservation services" registered November 22, 2001.
- **B.** Effective as of October 3, 2017, Assignor assigned and conveyed to Paciolan, LLC, a Delaware limited liability company, with an address at 5291 California Ave Ste 100, Irvine CA 92617 ("Assignee"), all right, title and interest in and to the above-identified trademark and the corresponding trademark registrations, together with the goodwill of the business symbolized by said trademark and by the trademark registrations thereof as part of Assignee's purchase of Assignor's ticket promotion and reservation services.
 - **C.** The parties are desirous of confirming and ratifying said assignment.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and convey unto Assignee, <u>nunc pro tunc</u>, as of October 3, 2017, all right, title and interest in said trademark and the corresponding trademark registrations, together with the goodwill of the business symbolized by said trademark and by the trademark registrations.

Assignor further assigns unto Assignee all right to sue for and receive all past damages accruing from past infringement of the trademarks and the trademark registrations assigned herein.

TRADEMARK REEL: 006944 FRAME: 0331 Assignor further undertakes that upon the request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this assignment.

This assignment shall be binding on the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

All the terms, provisions, and conditions of this assignment shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, then, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this assignment to provide for maximum validity and enforceability of this assignment.

This assignment constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All prior understandings and agreements between and among the parties are merged into this assignment, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this assignment or expressly referred to herein has been relied on by another party in entering into this assignment.

TICKETSWEST.COM, INC.

Signature:	Kim Boven 800 (2009) 21, 2020 (1820 (201)
Print:	Kim Boren
Title:	CFO
Date:	May 21, 2020

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RECORDED: 05/21/2020