

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583834

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900555629		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jon Foster Jr.		04/06/2020	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	
Registration Number:	5035307	JAY-FIVE	
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, brent.labarge@umusic.com, nicole.blatchford@umusic.com		
Correspondent Name:	Brent LaBarge		
Address Line 1:	Universal Music Group		
Address Line 2:	2220 Colorado Avenue		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	Brent LaBarge		
SIGNATURE:	/Brent LaBarge/		
DATE SIGNED:	06/30/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of this 6th day of April, 2020, by and between Jon Foster Jr. ("Assignor"), in favor of UMG Recordings, Inc., a Delaware corporation ("Assignee") (together with Assignor, the "Parties"), with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor own all right, title and interest in and to the mark JAY-FIVE for various goods and services, and all combinations and variations thereof and all logos associated therewith, together with all applications and registrations therefor, including, without limitation, U.S. Registration No. 5035307 (collectively, the "Trademarks");

WHEREAS, in exchange for the consideration set forth in other agreements between the Parties entered into concurrently herewith (collectively, the "Agreement"), the provisions of which are hereby incorporated by reference herein, and for other good and valuable consideration, Assignor has agreed to assign to Assignee all of Assignor's 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, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Pursuant to the terms and conditions set forth in the Agreement, Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's 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 protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Pursuant to the terms and conditions set forth in the Agreement, Assignor hereby authorizes 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. Assignor agrees 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. Assignor agrees 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 Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for himself and his 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 Assignor's 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, the Parties have executed and entered into this Assignment as of the date first written above.

UMG RECORDINGS, INC.

JON FOSTER JR.

By: *Jeffrey S. Harleston* _____

By: _____

Name: Jeffrey Harleston

Date: _____

Title: Authorized Signatory

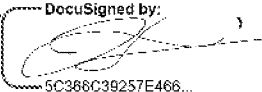
Date: April 6, 2020

Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's 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, the Parties have executed and entered into this Assignment as of the date first written above.

UMG RECORDINGS, INC.

By: _____
Name: _____
Title: _____
Date: _____

JON F. COOPER
DocuSigned by:

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4/2/2020
By: _____
Date: _____

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ETAS ID: TM583147

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SIGNATURE:	/Brent LaBarge/		
DATE SIGNED:	06/25/2020		
Total Attachments: 3			
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