

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Families United Toward Universal Respect - FUTURE		02/10/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	JDB Entertainment, LLC		
Street Address:	8340 Oak Knoll Dr.		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4853483	SONGSTER BUS	
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>			
Phone:	6157619949		
Email:	daniel@musicmakerlaw.com		
Correspondent Name:	Daniel Novick		
Address Line 1:	818 18th Ave. S.		
Address Line 2:	FL 10		
Address Line 4:	Nashville, TENNESSEE 37215		
NAME OF SUBMITTER:	Daniel Novick		
SIGNATURE:	/danielnovick/		
DATE SIGNED:	11/24/2021		
Total Attachments: 3			
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OP \$40.00 4853483

TRADEMARK ASSIGNMENT AGREEMENT

This agreement ("**Agreement**") is entered into and effective as of February 10, 2016 ("**Effective Date**"), by and between Families United Toward Universal Respect – FUTURE d/b/a Future, a Virginia entity ("**Assignor**"), located at 2435 East North St., Suite 110B, Greenville, SC 29615, and JDB Entertainment, LLC, a Tennessee entity ("**Assignee**"), located at 8340 Oak Knoll Dr., Brentwood, TN 37027. Assignor and Assignee may individually be referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Assignor is the owner of the following trademark and/or service mark (the "**Mark**") before the United Patent and Trademark Office ("**USPTO**");

Mark	Reg. Number	Reg. Date	Goods/Services
Songster Bus	4853483	November 17, 2015	IC 041. Continuing public service programs in the field of songwriting produced and distributed over television, satellite, film, audio, video, internet, and 3-D virtual reality media; Entertainment services in the nature of an on-going reality based television program

WHEREAS, Assignor wishes to assign all right, title, and interest in and to the Mark, including all goodwill associated therewith, to Assignee;

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Mark pursuant to the terms herein;

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties hereto represent and agree are true and correct and are incorporated herein by reference, the mutual covenants and terms contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, absolutely and forever throughout the universe in perpetuity, all right, title, interest, and obligation in and to the Mark, including all claims past and present and all associated goodwill (the "**Assignment**"). Assignee hereby expressly consents to the Assignment and agrees to and does assume all of Assignor's right titles, interests, and obligations in and to the Mark, whether accruing on or after the Effective Date, including assuming all obligations under the Licensing Agreements (defined hereinbelow). This Assignment is intended to be an absolute transfer to Assignee of all rights in and to the Mark, free of any liens or restrictions, subject only to the terms contained herein. For the avoidance of doubt, Assignee shall have the right to reproduce and incorporate the Mark, or any portion thereof, in any commercial or non-commercial endeavor whatsoever (subject only to the terms contained herein) and Assignor shall have no further rights or responsibilities in regards to the Mark, except as may be set forth in separate written agreements between the Parties.

2. **Warranties and Representations:**

a. Each Party respectively warrants and represents that they have the full right, power, and authority to enter into this Agreement, fully-perform all the terms and conditions herein, no third-party agreement exists that contravenes with the terms herein, and that they will agree to execute other writings, documents, and instruments

to effectuate the purpose of this Agreement, provided such additional writings, documents and instruments conform with the terms and conditions contained herein.

b. Assignor additionally warrants and represents to the best of Assignor's knowledge: (i) that Assignor has the exclusive ownership of the Mark; (ii) Assignor has no knowledge of any outstanding litigation, or threat thereof, related to the Mark as of the Effective Date, and no judgement or order exists that is inconsistent with the terms of this Agreement; and (iii) Assignor has disclosed all active licenses (if any) regarding the Mark to Assignee (collectively, the "**Licensing Agreements**"); and (iv) that there are no other material encumbrances, security interests, or liens issued against the Mark that would prevent Assignee's full enjoyment of use of the Mark.

c. Assignee additionally warrants and represents that Assignee will abide by all terms and conditions contained in any applicable Licensing Agreements.

3. **Indemnification:** Each Party will indemnify, defend, and hold the other Party and all of their affiliates, subsidiaries, parents, successors, assigns, licensees, designees, and clients, and each of their respective officers, employees, agents, and representatives, harmless from and against any and all third-party claims, damages, liabilities, expenses, or costs (including reasonable outside attorney's fees) arising out of a Party's actual breach of this Agreement. Assignee will additionally indemnify, defend, and hold Assignor and all of Assignor's affiliates, subsidiaries, parents, successors, assigns, licensees, designees, and clients, and each of their respective officers, employees, agents, and representatives, harmless from and against any and all claims, damages, liabilities, expenses, or costs (including reasonable outside attorney's fees) arising out of Assignee's use of the Mark in any manner or media, subject only to Assignor's indemnification obligations herein.

4. **LIMITATION OF LIABILITY:** IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING HEREUNDER, HOWEVER CAUSED AND REGARDLESS OF FORESEEABILITY OR THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **Notices:** All notices under this Agreement will be in writing and will be delivered by: (i) personal delivery or certified mail and will be deemed given upon delivery; or (ii) via email and will be deemed given upon acknowledgement of receipt. Notices will be sent to the addresses set forth in this Agreement, or such other addresses as either party may specify in writing. A copy of all notices hereunder shall additionally be sent to Mr. Fareed M. Betros at 1829 Old Hickory Blvd., Brentwood, TN 37207.

6. **Miscellaneous:** This Agreement represents the entire understanding between the Parties, shall supersede any prior agreement between the Parties regarding the subject matter herein (whether written or oral), is binding on a Parties' successors and assigns, and cannot be modified, assigned, or amended, except in a writing signed by both Parties. The Parties shall at all times hereafter, and at their own costs and expense, do and execute or cause to be made, done, or executed, any further documents, assurances, or writings, that may be reasonably requested by the other Party, to give full force and effect to this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, confers on any other third-party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. If any provision of this Agreement shall be found unenforceable, the offending language shall be deemed stricken from this Agreement without affecting the validity and enforceability of the rest of the Agreement. The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not be construed as a waiver by the non-breaching Party of any subsequent breach. All terms and conditions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

7. **Choice Of Law:** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Tennessee applicable to contracts negotiated, executed, and performed within Tennessee. Any dispute related to or arising under this Agreement shall be exclusively resolved before the


courts located in Davidson County, Tennessee and the parties hereto submit to the exclusive jurisdiction of such venues.

8. **Counterparts:** This Agreement may be executed electronically and in counterparts, including electronic counterparts, each of which shall be deemed to be an original and constitute one and the same agreement.


9. **Independent Counsel:** Each Party hereto acknowledges that they have had the benefit of the advice of independent legal counsel before executing this Agreement and/or have been advised with ample time in advance of execution of this Agreement to obtain the advice of independent legal counsel and have voluntarily decided not to do so based on their own complete understanding of this Agreement and own free will and volition.

READ, UNDERSTOOD, ACCEPTED, AND AGREED AS OF THE EFFECTIVE DATE:

ASSIGNOR:


Families United Toward Universal Respect
– FUTURE d/b/a Future
Print: Fareed Betros
Title: President
An Authorized Signatory

ASSIGNEE:


JDB Entertainment, LLC
Print: Joan Betros
Title: Co-Managing Member
An Authorized Signatory