

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downtown Music Publishing LLC		11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ivory Plus Records B.V.		
Street Address:	Prinsengracht 581 (1016 HT)		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	private company with limited liability: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6306775	DOWNTOWN NEIGHBOURING RIGHTS	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822200		
Email:	trademarks@loeb.com		
Correspondent Name:	Melanie Howard		
Address Line 1:	10100 Santa Monica Boulevard, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	221834-10012		
DOMESTIC REPRESENTATIVE			
Name:	Melanie Howard		
Address Line 1:	10100 Santa Monica Boulevard, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Melanie Howard		
SIGNATURE:	/melaniehoward/		
DATE SIGNED:	03/31/2022		
Total Attachments: 5			

OP \$40.00 6306775

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of 19 November, 2021, is made by Downtown Music Publishing LLC, a Delaware limited liability company, located at 155 Ave. of the Americas, 15th Floor, New York, New York 10013, U.S.A. ("**Assignor**"), in favor of Ivory Plus Records B.V., a private company with limited liability incorporated under the laws of the Netherlands, located at Prinsengracht 581 (1016 HT), Amsterdam, the Netherlands ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor, Downtown Music UK Limited, on the other, dated as of 19 November, 2021 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Netherlands, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

DOWNTOWN MUSIC PUBLISHING LLC

By  _____

Name: Andrew Bergman

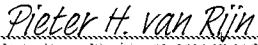
Title: Chief Operating Officer

Address for Notices:

155 Ave. of the Americas, 15th Floor
New York, NY 10013 U.S.A.

AGREED TO AND ACCEPTED:

IVORY PLUS RECORDS B.V.

By  _____
Pieter H. van Rijn (Nov 02, 2021 17:24 GMT+1)

Name: Pieter H. van Rijn

Title: CEO

Address for Notices:

Prinsengracht 581 (1016 HT)
Amsterdam, the Netherlands

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
DOWNTOWN NEIGHBOURING RIGHTS	U.S.A.	6306775	03/30/2021
DOWNTOWN NEIGHBOURING RIGHTS	EUTM	018288785	01/08/2021

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
DOWNTOWN NEIGHBOURING RIGHTS	U.K.	UK00003702864	09/28/2021

TITLE	Trademark Assignment
FILE NAME	Trademark Assignm...ecution Copy.docx
DOCUMENT ID	37ef9a9bc2720b1801c98d25aee885a711ee5b0d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✳ Completed

Document History



SENT

11 / 19 / 2021
18:29:25 UTC

Sent for signature to Andrew Bergman
(abergman@downtownmusic.com) from
prosenthal@downtownmusic.com
IP: 216.220.99.226



VIEWED

11 / 22 / 2021
15:35:25 UTC

Viewed by Andrew Bergman (abergman@downtownmusic.com)
IP: 174.197.138.74



SIGNED

11 / 22 / 2021
15:35:56 UTC

Signed by Andrew Bergman (abergman@downtownmusic.com)
IP: 174.197.138.74



COMPLETED

11 / 22 / 2021
15:35:56 UTC

The document has been completed.







Ivory Plus Records - Trademark Assignment Agreement

Final Audit Report

2021-11-22

Created:	2021-11-22
By:	FUGA Legal (legal@fuga.com)
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"Ivory Plus Records - Trademark Assignment Agreement" History

-  Document digitally presigned by HS01
2021-11-22 - 15:36:07 GMT- IP address: 85.144.63.165
-  Document created by FUGA Legal (legal@fuga.com)
2021-11-22 - 15:42:08 GMT- IP address: 85.144.63.165
-  Document emailed to Pieter H. van Rijn (pieter.van.rijn@fuga.com) for signature
2021-11-22 - 15:42:39 GMT
-  Email viewed by Pieter H. van Rijn (pieter.van.rijn@fuga.com)
2021-11-22 - 16:43:01 GMT- IP address: 66.249.81.244
-  Document e-signed by Pieter H. van Rijn (pieter.van.rijn@fuga.com)
Signature Date: 2021-11-22 - 16:44:17 GMT - Time Source: server- IP address: 94.214.232.115
-  Agreement completed.
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