

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popstar! Publishing, LLC		04/30/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	BH Office, LLC		
Street Address:	280 South Beverly Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85169002	POPSTAR! RECORDS	
Serial Number:	77934817	POPSTAR! ACADEMY	
Serial Number:	77884129	POPSTAR!	
Serial Number:	77884154	POPSTAR!	
Serial Number:	77884089	POPSTAR! PRESENTS	
CORRESPONDENCE DATA			
Fax Number:	4073527310		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	407 903 5505		
Email:	mmcintosh@leisureholdings.com		
Correspondent Name:	Martha H. McIntosh		
Address Line 1:	4700 Millenia Blvd		
Address Line 2:	Suite 400		
Address Line 4:	Orlando, FLORIDA 32839		

OP \$140.00 85169002

NAME OF SUBMITTER:	Martha H. McIntosh
Signature:	/Martha H. McIntosh/
Date:	10/18/2012
Total Attachments: 3 source=assignent popstar marks#page1.tif source=assignent popstar marks#page2.tif source=assignent popstar marks#page3.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "ASSIGNMENT"), made and entered into as of the 30th day of April, 2012, by and between Popstar! Publishing, LLC, a Florida limited liability company having its principal offices at 6052 Turkey Lake Road, Orlando, Florida 32819, U.S.A (the "Assignor"), and BH Office, LLC, a Florida limited liability company having its principal offices at 280 South Beverly Drive, Beverly Hills, California 90212, U.S.A ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has agreed to sell, transfer, and assign all of its Assets to the Assignee, including the Trademark Interests (as defined therein and as listed in SCHEDULE 1 hereto);

WHEREAS, Assignor is the owner and holder of the Trademark Interests and all of the goodwill associated therewith;

WHEREAS, Assignor desires to assign (other than as expressly excepted below) to Assignee all of Assignor's rights, title, and interests in and to the Trademark Interests, and Assignee desires to accept such assignment; and

NOW, THEREFORE, in consideration of the sum of one hundred U.S. Dollars (\$100.00) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged:

### SECTION 1: TRANSFER AND ASSIGNMENT

1.1 CONVEYANCE OF RIGHTS. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor's rights, title, interests, and benefits in and to the Trademark Interests, including service marks, trade names, and all goodwill appurtenant thereto, in perpetuity (or for the longest period of time otherwise permitted by law), and all other intellectual property rights owned or claimed by Assignor embodied in the Trademark Interests, inclusive of the trademark registrations and applications listed in SCHEDULE 1 hereto.

1.2 FURTHER ASSURANCES. Assignor shall execute and deliver, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of all the Trademark Interests to Assignee, to the fullest extent possible. Assignor therefore agrees to:

- (a) Execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Trademark Interests;
- (b) Provide all reasonable assistance in connection with any proceeding affecting the rights, title, interests, or benefit of the Assignee and to the Trademark Interests, PROVIDED THAT any out of pocket expenses associated therewith shall be borne by Assignee; and
- (c) Perform any other acts deemed necessary to achieve the intent of this Agreement.

1.3 ACKNOWLEDGMENT OF RIGHTS. In furtherance of this Agreement, Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor's rights, title, and standing to:

(a) Receive all rights and benefits pertaining to the Trademark Interests including without limitations any and all rights to receive income, royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to Trademark Interests and/or the goodwill under the Trademark Interests;

(b) Institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Trademark Interests; and

(c) Defend and compromise any and all such actions, suits, proceedings, and all claims or causes of action against Assignor that Assignor has or may have in connection with the Trademark Interests including, but not limited to, the right to sue and recover damages for any and all past, present and future infringements or misappropriations of the Trademark Interests and all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

1.4 REPRESENTATIONS & WARRANTIES. Assignor represents and warrants to Assignee, its successors and assigns that:

(a) any and all authorizations or approvals necessary for execution and delivery of this Assignment have been given;

(b) no conditions precedent exist to the effectiveness of this Assignment;

(c) Assignor has not made, or promised to make, any transfer or assignment inconsistent with the Assignment; and

(d) the undersigned representative of Assignor has been duly authorized and has actual authority to execute and deliver this Assignment on behalf of Assignor.

SECTION 2: MISCELLANEOUS

2.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

2.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first provided above.

Assignor: Popstar! Publishing, LLC

Name: David Crabtree

Signature: 

Title: Chairman

Assignee: BH Office, LLC


Name: Thomas Avallone

Signature: 

Title: Manager

**Schedule I**

**Trademark Interests**

Trademark	Filing Date	Serial No.	Goods and Services
POPSTAR! RECORDS	11/4/2010	85/169002	IC 9: Theatrical or musical sound recordings; theatrical or musical video recordings, laser discs and digital video discs
POPSTAR! ACADEMY	2/12/2010	77/934817	IC 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music
POPSTAR!	12/2/2009	77/884129	IC 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music
	12/2/2009	77/884154	IC 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music
POPSTAR! PRESENTS	12/2/2009	77/884089	IC 41: Entertainment services in the nature of live-action, comedy and drama television series; Entertainment services, namely, a continuing musical variety program featuring stage events, music awards, theatrical performances, concerts, live performances, audience participation events, entertainment, and information relating to music

**TRADEMARK**