

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROTEL RECORDS, INC.		04/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SE MUSIC ACQUISITION, LLC		
<b>Street Address:</b>	5400 NE 4th Court		
<b>Internal Address:</b>	Studio 1A		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33137		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76369495	BANDA BOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	202.822.11		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	202.822.1100		
<b>Email:</b>	trademarkmail@whda.com, glewis@whda.com, tjeffery@whda.com		
<b>Correspondent Name:</b>	George W. Lewis		
<b>Address Line 1:</b>	1250 Connecticut Ave., NW, Ste. 700		
<b>Address Line 2:</b>	Westerman, Hattori, Daniels & Adrian, LL		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	13909435TM		
<b>NAME OF SUBMITTER:</b>	George W. Lewis		

OP \$40.00 76369495

Signature:	/george lewis/
Date:	09/30/2013
<b>Total Attachments: 8</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif	

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is effective as of April 23, 2009.

**WHEREAS**, EMUSICA ENTERTAINMENT GROUP, INC., a Delaware corporation, EMUSICA ACQUISITION CORPORATION, a Delaware corporation, KUBANEY ACQUISITION, LLC, a Delaware limited liability company, EMUSICA RECORDS, LLC, a Delaware limited liability company, EMUSICA PUBLISHING, LLC, a Delaware limited liability company, EMUSICA FILM & TELEVISION, LLC, a Delaware limited liability company, EMUSICA HOLDINGS, INC., a Delaware corporation, REVOLU, INC., a Delaware corporation, MUSITECA MUSIC CORPORATION, a Delaware corporation, PROTEL RECORDS, INC., a Delaware corporation, and SOUNDMEX, INC., a New York corporation (each, a "Assignor" and, collectively, "Assignors"), are the owners of all right, title and interest in and to each of the trademarks, trade names, tradestyles, service marks, service names, product names, brands and logos of Assignors, as listed on Schedule A annexed hereto, registered and unregistered, throughout the world, as well as all applications for registration and licenses or other rights in respect thereof and all goodwill associated therewith (collectively, the "Marks");

**WHEREAS**, SE MUSIC ACQUISITION, LLC, a Delaware limited liability company ("Assignee"), desires to acquire all right, title and interest in and to each of the Marks.

**WHEREAS**, Assignors and Assignee are parties to an Asset Purchase Agreement dated as of April 23, 2009, by and between Assignors, on one hand, and Assignee, on the other hand (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to purchase from Assignors substantially all of the assets of Assignors used in connection with the Business, in accordance with the terms, conditions and provisions of the Asset Purchase Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained in, and subject to the terms and conditions of, the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby irrevocably grant, transfer, sell and assign to Assignee, each Assignor's entire right, title and interest in and to each of the Marks, together with the goodwill symbolized by such Marks, and with the right to sue and collect damages and/or profits for past infringements of said Marks, the intent hereof being to substitute Assignee in the place of Assignors.


The rights and obligations of Assignors and Assignee set forth in the Asset Purchase Agreement shall not be limited, altered, impaired, enhanced nor enlarged by this instrument. This instrument is subject to the terms and conditions of the Asset Purchase Agreement.

[Remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, Assignors and Assignee have caused this instrument to be signed in its name by its proper and duly authorized corporate officer as of the day and date first set forth above.

**ASSIGNORS:**

EMUSICA ENTERTAINMENT GROUP,  
INC.


By:   
Name: Andrew Brenner  
Title:

EMUSICA ACQUISITION  
CORPORATION

By:   
Name: Andrew Brenner  
Title:


KUBANEY ACQUISITION, LLC

By: EMUSICA ENTERTAINMENT  
GROUP, INC., its Member

By:   
Name: Andrew Brenner  
Title:


EMUSICA RECORDS, LLC

By: EMUSICA ENTERTAINMENT  
GROUP, INC., its Member

By:   
Name: Andrew Brenner  
Title:


EMUSICA PUBLISHING, LLC

By: EMUSICA ENTERTAINMENT  
GROUP, INC., its Member


By:   
Name: Andrew Brenner  
Title:

EMUSICA FILM & TELEVISION, LLC

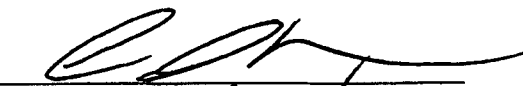
By: EMUSICA ENTERTAINMENT  
GROUP, INC., its Member

By:   
Name: Andrew Brenner  
Title:


EMUSICA HOLDINGS, INC.

By:   
Name: Andrew Brenner  
Title:


REVOLU, INC.

By:   
Name: Andrew Brenner  
Title:


MUSITECA MUSIC CORPORATION

By:   
Name: Andrew Brenner  
Title:

PROTEL RECORDS, INC.

By:   
Name: Andrew Brenner  
Title:

SOUNDMEX, INC.

By:   
Name: Andrew Brenner  
Title:

**ASSIGNEE:**

SE MUSIC ACQUISITION, LLC

By: SE MUSIC, LLC, its Member

By: SSF ADVISORS, LLC, its Manager

By: \_\_\_\_\_  
Name:  
Title:

PROTEL RECORDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SOUNDMEX, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

SE MUSIC ACQUISITION, LLC

By: SE MUSIC, LLC, its Member

By: SSF ADVISORS, LLC, its Manager

By: Timothy P. Bradley  
Name: TIMOTHY P. BRADLEY  
Title: MANAGING MEMBER

**Schedule A**

See Schedule 1.1(i) of the Asset Purchase Agreement.



Schedule 1.1(i) – Trademarks, Etc.

**1. Registered**

- Fania Trademarks (and US Registration Status)
  - Fania - Registration Number: 3416975.
  - “The Fania All Stars” – (Maria Elema Pacheco) Abandoned after an inter partes decision by the Trademark Trial and Appeal Board.
  - “Fania All Stars” - Filing Date: 2007-02-22; Current Status: Application has been published for opposition.
  - Fania Logo - Registration Number: 3404381.
  
- Kubaney Trademarks (and US Registration Status)
  - Kubaney – (Registration Number: 3519472).
  
- Protel Trademarks (US Registration Status)
  - Protel – name (Registration Number: 2083668 ) and logo (Registration Number 3099861).
  - Banda Boom – name (Registration Number: 2671845).
  - MusicHaus – (Registration Number: 2626528).
  - Revolu – (Registration Number: 3564538).
  - SoundMex (Filing Date: June 18, 2008; Published for Opposition on November 4, 2008).
  - PlazaMusica.

**2. Unregistered**

Emusica

1. Our Latin Thing Music

Fania

2. Alegre Records
3. Barbaro Records
4. Cotique Records
5. FAF Publishing
6. Fania International
7. Fania Music
8. Fania Publishing
9. Fania Records
10. Fania Songs

11. Guanin
12. Inca
13. International
14. Jerry Masucci Music
15. Mardi Gras
16. Mavi Records
17. Musica Latina International
18. Nuestra
19. Nueva Fania
20. Speed
21. Swinger
22. Tico
23. Uptite
24. Vaya Music
25. Vaya Publishing
26. Vaya Records
27. VEV Publishing

Kubaney

28. Bongo (Bongo Latino)
29. Canela Music Publishing
30. Caribe
31. Chevere
32. Discolor
33. Kubaney Music
34. Kubaney Songs
35. Mate
36. Quisqueya Publishing
37. Torre

Protel

38. Musiteca
39. Revolu Publishing
40. Titierre Songs

See attached Schedule 1.1(i) Trademark Status – Fania Trademarks Worldwide.

See Schedule 1.1(p) for domain names.

See Schedule 1.1 (Labels and Publishers)