

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/01/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Razor & Tie Entertainment L.L.C.		11/13/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	New Razor & Tie Enterprises, LLC		
Street Address:	214 Sullivan Street		
Internal Address:	Suite 4A		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2106862	RAZOR & TIE	
Registration Number:	2105111	RAZOR & TIE	
CORRESPONDENCE DATA			
Fax Number:	2139292525		
<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:	213.929.2500		
Email:	ipladocket@swlaw.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	400 East Van Buren Street		
Address Line 2:	Suite 1900		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	69962.00003		
NAME OF SUBMITTER:	Dax Alvarez		
SIGNATURE:	/Dax Alvarez/		
DATE SIGNED:	11/13/2015		
Total Attachments: 3			

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NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK
AND
REGISTRATIONS THEREOF

WHEREAS, Razor & Tie Entertainment L.L.C., a limited liability company organized under the laws of New York having a place of business at 214 Sullivan Street, Suite 4A, New York, New York 10012 ("Assignor"), has acquired or adopted, and used, and thereby owns all right, title and interest in and to (i) the trademarks and (ii) the registrations thereof identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (hereinafter collectively referred to as the "Marks"), together with the goodwill of the business appurtenant to said Marks;

WHEREAS, New Razor & Tie Enterprises, LLC, a limited liability company organized under the laws of Delaware having a place of business at 214 Sullivan Street, Suite 4A, New York, NY 10012 ("Assignee") the successor of the ongoing and existing business to which the Marks pertain is desirous of memorializing the prior agreement in which the Assignor and Assignee acknowledged the effective date of such assignment to be October 1, 2015 (hereinafter "Effective Date"); and

WHEREAS, in order to effectuate Assignor's assignment of its entire right, title and interest in and to the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire right, title and interest in and to the Marks identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the Effective Date.

Assignor hereby represents and warrants that, to the best of its knowledge, (i) it is the sole owner of the Marks and the goodwill associated therewith, and the Registrations relating thereto; (ii) the applications for registration thereof were not filed fraudulently or contrary to any provision of the trademark laws of the respective countries; (iii) it is not a party to any prior agreement nor has made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks which would be breached or otherwise violated by the foregoing Assignment of the Marks. In this connection, Assignor states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

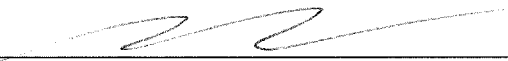
Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the respective countries, so as to establish Assignee as owner of record of the Marks.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the respective trademark offices, so that Assignee's ownership of the Marks is duly made of record.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

Razor & Tie Entertainment, L.L.C.
("Assignor")

Dated: November 13, 2015


By: 

Name: Victor Zaraya

Title: COO/EVP

New Razor & Tie Enterprises, LLC
("Assignee")


Dated: November 13, 2015

By: 

Name: Victor Zaraya

Title: President

EXHIBIT A

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
RAZOR & TIE and Design 	United States	2,106,862	10/21/1997	9
RAZOR & TIE	United States	2,105,111	10/14/1997	9