

900381362 10/13/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401908

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
<i>Team Player Productions, Inc. #S/16-31-16</i>			
Name	Formerly	Execution Date	Entity Type
Team Players Production		11/24/2015	Corporation: COLORADO
Jason Ornstein		11/24/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Townsquare Live Events, LLC		
Street Address:	240 Greenwich Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4574487	STEAMBOAT WINE FESTIVAL	
Registration Number:	4574488	PARK CITY FOOD & WINE CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	214594779		
<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:	617-875-4625		
Email:	rachel.saldana@saldana-ip.com		
Correspondent Name:	Rachel A. Saldana		
Address Line 1:	110 San Antonio St.		
Address Line 2:	#2619		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Rachel A. Saldana		
SIGNATURE:	/Rachel A. Saldana/		
DATE SIGNED:	10/13/2016		
Total Attachments: 44			
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ASSET PURCHASE AGREEMENT

by and among

TEAM PLAYER PRODUCTIONS, INC.,

JASON ORNSTEIN

and

TOWNSQUARE LIVE EVENTS, LLC

November 24, 2015

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated November 24, 2015, is by and among Townsquare Live Events, LLC, a Delaware limited liability company ("**Buyer**"), Team Player Productions, Inc., a Colorado corporation ("**Seller**" or "**Team Player**") and Jason Ornstein (the "**Principal**").

RECITALS

WHEREAS, Seller is engaged in the Business (as defined below); and

WHEREAS, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, substantially all of the assets relating to the Business on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, the parties agree as follows.

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Agreement:

"**Affiliate**" shall have the meaning assigned to such term in Rule 12b-2 under the Securities Exchange Act of 1934, as amended.

"**Agreement**" means this Asset Purchase Agreement (including the Schedules hereto).

"**Applicable Law**" means any domestic or foreign, federal, state or local statute, law, ordinance, rule, regulation, order, writ, injunction, legally binding directive, judgment, decree or other legally binding requirement of any Governmental Authority.

"**Business**" means the ownership and operation of the Taste of Fort Collins, the Park City Food & Wine Classic and the Steamboat Wine Festival (the "**Events**").

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Consent**" means any consent, approval, authorization, consultation, waiver, permit, grant, agreement, license, certificate, exemption, order, registration, declaration, filing or notice of, with or to any Person, required to permit the consummation of any of the Transactions.

"**Contracts**" means all contracts, agreements, understandings, arrangements, options, leases, licenses, sales and purchase orders, commitments and other instruments of any kind,

whether written or oral, to which Seller or its Affiliates are a party or by which Seller or its Affiliates are bound on the Closing Date (as defined below) with respect to the Business or the Transferred Assets (as defined below).

“Governmental Authority” means any foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

“Liability” means, with respect to any Person, any financial or non-financial liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured and whether or not the same is required to be accrued on the financial statements of such Person and whether or not the same appears on any Schedule to this Agreement.

“Lien” means, with respect to any asset, any mortgage, deed of trust, title defect or objection, lien, pledge, security interest, lease, hypothecation, restriction, encumbrance or charge of any kind in respect of such asset or property.

“Person” means an individual, corporation, partnership, association, trust, joint-stock company, limited liability company, joint venture, trust or other entity, including a Governmental Authority.

“Tax” means all taxes imposed of any nature including federal, state, local or foreign net income tax, alternative or add-on minimum tax, profits or excess profits tax, franchise tax, gross income tax, adjusted gross income or gross receipts tax, unemployment or employment related tax (including employee withholding or employer payroll tax, FICA, FUTA or SUTA), real or personal property tax, ad valorem tax, sales or use tax, excise tax, stamp or customs duty tax, withholding or back up withholding tax, value added tax, severance tax, prohibited transaction tax, premium tax, occupation tax, license tax, windfall profits tax, environmental tax, capital stock tax, disability tax, transfer tax, registration tax, estimated tax or other tax of any kind, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, together with any interest or any penalty, addition to tax or additional amount, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person.

“Transactions” means the transactions contemplated by this Agreement.

ARTICLE II

TRANSFER OF ASSETS

2.1 Transfer of Assets by Seller.

Upon the terms and subject to the conditions of this Agreement and in reliance upon the representations, warranties and agreements herein set forth, Buyer shall purchase from Seller and Seller shall sell, transfer, assign, deliver and convey or cause to be sold, transferred, assigned,

delivered and conveyed to Buyer, at the Closing (as defined below), free and clear of all Liens, all of Seller's right, title and interest in, to and under those assets, properties, rights, licenses, permits, approvals, contracts, causes of action and claims, of every kind and description as the same shall exist on the Closing Date (other than the Excluded Assets (as defined below)), wherever located, whether tangible or intangible, personal or mixed, that are owned by Team Player or that are used, were used, owned by, leased by or in the possession of Seller or its Affiliates, whether or not reflected on the books and records of Seller or its Affiliates and, that are used in the Business (collectively, the "**Transferred Assets**") and including all right, title and interest of Seller in, to, and under the following:

(a) all Contracts (the "**Acquired Contracts**") other than (i) those Contracts, if any, set forth on Schedule 2.2(a), and (ii) Contracts for any employees or consultants of or to the Business;

(b) all intellectual property related to or used in the conduct of the Business and all rights in, arising out of, or associated therewith, including: (i) all trade secrets and all proprietary information, know-how, show-how or technical data related to or used in the conduct of the Business and all documentation relating thereto throughout the world; (ii) all trade names, trademarks, service marks or logos (in each case whether or not registered), trade dress or other proprietary indicia and goodwill associated therewith, relating to or used in the conduct of the Business and any registrations or applications for registration therefor throughout the world; (iii) all copyrights (whether or not registered) relating to or used in the conduct of the Business and any registrations or applications for registration therefor throughout the world; (iv) all inventions (whether or not patentable), patents and patent applications, foreign and domestic, including all divisionals, continuations, re-exams, re-issues, and any patents that may emerge from litigation or interference; (v) all databases and data collections relating to or used in the conduct of the Business and all rights therein throughout the world; (vi) all electronic mail addresses, domain names and web sites relating to or used in the conduct of the Business; (vii) all content and programs of the Business; (viii) all social media accounts of the Business, and the content thereof; (ix) all video site accounts of the Business, and the content thereof; (x) all databases of the Business, including user/subscriber email address and all related information; (xi) all mobile applications of the Business; (xii) all technical and programming code related thereto, including HTML and any source or object code related to the conduct of the Business; and (xiii) any similar or equivalent rights to any of the foregoing anywhere in the world used in, for or by, or that relates to the Business; individually or collectively subsections (i) - (xiii) are referred to as the "**Transferred IP**";

(c) the accounts receivable of Team Player related to the Business (the "**Accounts Receivable**");

(d) the prepaid expenses of Team Player related to the Business outstanding as of the Closing Date and recorded by Seller (the "**Prepaid Expenses**");

(e) all books, records, files, papers and supporting documents of Seller and its Affiliates relating to the Business, whether in hard copy or computer format;

- (f) all rights of Seller to the names “Taste of Fort Collins,” “Park City Food & Wine Classic” and “Steamboat Wine Festival” and any variations thereof;
- (g) all physical assets detailed on Schedule 2.1(g);
- (h) all licenses, permits and other authorizations held or otherwise necessary for the operation of the Business; and
- (i) all other rights of Seller related to or used in the conduct of the Business.

2.2 Excluded Assets. The following assets shall be excluded from the Transferred Assets (the “*Excluded Assets*”): (i) assets listed on Schedule 2.2(a); (ii) cash or cash equivalents; and (iii) any employees or consultants related to the Business, and any employment, consulting or similar Contracts with any such individuals.

2.3 Assumed Liabilities. Buyer agrees that it will assume and agree to pay, perform and discharge when due the following (the “*Assumed Liabilities*”):

- (a) the accounts payable as of the Closing Date to the extent (i) incurred in the ordinary course of business, (ii) not past due and (iii) set forth on Schedule 2.3(a) (the “*Accounts Payable*”); and
- (b) the deferred revenue account as of the Closing Date to the extent incurred in the ordinary course of business and recorded as “Revenue for the Business” by Seller and set forth on Schedule 2.3(b) (the “*Deferred Revenue*”).

2.4 Excluded Liabilities. With the exception of the Assumed Liabilities, Buyer does not hereby assume, and shall not at any time hereafter become liable for, any of the Liabilities of Seller or its Affiliates (the “*Excluded Liabilities*”). Without limiting the generality of the foregoing, the Excluded Liabilities shall include, without limitation, (a) all transaction expenses incurred by Seller or its Affiliates, (b) all indebtedness for borrowed money relating to the Business, the Transferred Assets or otherwise, (c) all Liabilities associated with the Excluded Assets, (d) Liabilities associated with the employees (or any employee benefit plans) of the Seller or the Business (all of whom shall be retained by the Seller, and shall not become employees of the Buyer), (e) Liabilities under any Acquired Contracts with respect to any period prior to the Closing Date and (f) all of Seller’s Liabilities relating to Taxes.

2.5 Closing. The closing (the “*Closing*”) of the transactions contemplated by this Agreement shall be held remotely via the exchange of signatures on the date hereof, or such other date as to which Buyer and Seller may agree (the date on which the Closing occurs, the “*Closing Date*”). The transactions contemplated by this Agreement shall be effective at 11:59 p.m. on the Closing Date.

2.6 Purchase Price. The aggregate purchase price for the Transferred Assets and the consideration for the agreements contemplated by this Agreement shall be \$2,800,000.00 as may be adjusted pursuant to Section 2.7 below (as may be adjusted, the “*Purchase Price*”). The Purchase Price shall be paid in accordance with the following: (i) \$2,000,000.00, plus or minus any adjustments pursuant to Section 2.7 below, to be paid by wire transfer of immediately

available funds on the Closing Date; and (ii) the balance to be paid by wire transfer of immediately available funds no later than 30 days following the end of the 2016 Steamboat Wine Festival; provided that, with respect to clause (ii), such amount shall be subject to set-off, and shall be subject to compliance with the Seller and the Principal of the terms and conditions herein set forth.

2.7 Net Receivables.

(a) No later than five (5) days prior to the Closing Date, Seller shall provide to Buyer a statement (including reasonable detail and supporting documentation) setting forth a reasonable and good faith estimate of Seller's calculation of the amount equal to (x) the sum of (A) Accounts Receivable and (B) Prepaid Expenses *minus* (y) the sum of (A) Accounts Payable and (B) Deferred Revenue (the resulting amount, the "***Net Receivables as of Closing***"), together with data as may be appropriate to support such calculation. Buyer and its accountants shall be entitled to review and approve Seller's calculation of the Net Receivables as of Closing, and any working papers, trial balances and similar materials relating to the calculation of the Net Receivables as of Closing prepared by Seller.

(b) The Purchase Price shall be increased (or decreased if such amount is a negative number) by the estimated amount of the Net Receivables as of Closing (the "***Estimated Net Receivables Adjustment***").

(c) As soon as reasonably practicable, and in any event within sixty (60) calendar days after the Closing Date, Buyer shall deliver to Seller a written statement (including reasonable detail and supporting documentation) setting forth its calculation of the actual Net Receivables as of Closing (the "***Final Net Receivables Amount***"). Following Seller's receipt of such statement, Buyer shall permit Seller and their auditors to have reasonable access during normal business hours and upon advance written notice to the books, records and other documents pertaining to or used in connection with preparation of such statements. Within thirty (30) calendar days of receipt of such statement, Seller shall deliver any objections to Buyer that it may have to the calculation of the Final Net Receivables Amount. To the extent of any such objections, the parties shall negotiate in good faith to resolve their disputes promptly and mutually agree on the Final Net Receivables Amount. In the event the parties are unable to resolve any such dispute within thirty (30) calendar days of written notice of the dispute, the parties shall engage a mutually agreeable accountant or other third party (whose fees and expenses shall be equally shared) who shall resolve such dispute and whose determination of the Final Net Receivables Amount shall be final and binding on the parties.

(d) If the Estimated Net Receivables Adjustment is greater than the Final Net Receivables Amount, then Seller shall promptly pay by check or wire transfer such difference to Buyer. If the Estimated Net Receivables Adjustment as of Closing is less than the Final Net Receivables Amount, then Buyer shall promptly pay by check or wire transfer such difference to Seller. Any adjustment pursuant to this Section shall be deemed to be an adjustment to the Purchase Price for all purposes.

2.8 Transaction Expenses. Subject to Section 5.2, all transaction expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

2.9 Purchase Price Allocation. Buyer and Seller shall exercise commercially reasonable efforts to determine a mutually agreeable allocation of the Purchase Price as soon as practicable after the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller and Principal jointly and severally represent and warrants to Buyer, as follows:

3.1 Organization and Existence. Team Player is corporation, validly existing and in good standing under the laws of the State of Colorado and has all corporate power and authority required to carry on the Business as now conducted and to own and operate the Transferred Assets as now owned and operated.

3.2 Authorization. The execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of the transactions contemplated hereby are within Seller's corporate powers and have been duly authorized by all necessary corporate action on the part of Seller, and no other action on the part of Seller is necessary to authorize such execution, delivery or performance. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

3.3 Non-Contravention. The execution, delivery and performance by Seller of this Agreement, does not and will not (a) contravene or conflict with the organizational documents of Seller, (b) contravene or conflict with or constitute a violation of any provision of any Applicable Law binding upon or applicable to Seller, any of its Affiliates, the Business or any of the Transferred Assets, (c) constitute a default (or an event which with notice or lapse of time or both would become a default) under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which Seller or any of its Affiliates are entitled, or Buyer is after the Closing to become entitled, under, any material Contract, permit or similar authorization relating to the Business or included in any of the Transferred Assets or by which any of the Transferred Assets may be bound, or (d) result in the creation or imposition of any Lien on any Transferred Asset.

3.4 Sufficiency of and Title to the Transferred Assets; Performance.

(a) Team Player owns the entire right, title and interest in, to and under all of the Transferred Assets. Team Player has the right to sell, assign, transfer and convey, and upon consummation of the transactions contemplated by this Agreement, will have sold, assigned, transferred and conveyed, or will have caused to be sold, assigned, transferred and conveyed, to Buyer all of the Transferred Assets, free and clear of all Liens. No assets used in the Business are owned by the Principal, or any of their respective Affiliates (other than Team Player).

(b) The Transferred Assets and the Excluded Assets constitute all of the properties and assets now held or employed by Seller and its Affiliates in connection with the

Business and the Transferred Assets and constitute all of the assets necessary for the conduct of the Business as conducted by Seller.

(c) Buyer shall not be required to provide any services or other benefits from and after the Closing to any Person for which such Person has paid for such services or other benefits prior to the Closing..

3.5 Litigation. Except as set forth on Schedule 3.5, there are no actions, suits, hearings, arbitrations, proceedings (public or private) or governmental investigations that have been brought by any Governmental Authority or any other Person (collectively, “*Proceedings*”) pending or, to the knowledge of Seller, threatened against Seller (A) in respect of or affecting the Business or any of the Transferred Assets or (B) which seek to enjoin or rescind the transactions contemplated by this Agreement or otherwise prevent Seller from complying with the terms and provisions of this Agreement. There have been no Proceedings instituted against Seller or any of their Affiliates in respect of the Business or any of the Transferred Assets. There are no existing orders, judgments or decrees of any Governmental Authority, consent decrees, settlement agreements and the like affecting any of the Transferred Assets or the Business.

3.6 Contracts.

(a) Attached as Schedule 3.6(a) is a list of all Contracts to which Seller or its Affiliates are a party or by which Seller or its Affiliates are bound and that relate to the Business or the Transferred Assets.

(b) Subject to any existing renewal conditions or obligations required for operation beyond 2015 (each of which may still be satisfied pursuant to the terms of the Relevant Acquired Contract), each Acquired Contract, is in full force and effect and is a legal, valid and binding obligation of Seller (or its Affiliates) and, to the knowledge of Seller, each other party thereto, enforceable against Seller (or its Affiliates) and, to the knowledge of Seller, each such other party thereto in accordance with its terms, and neither Seller (or its Affiliates) nor, to the knowledge of Seller, any other party thereto is in default or has failed to perform any obligation thereunder and there is no event or condition that exists or has occurred that with the giving of notice or lapse of time or both would constitute a default or event of default or accelerate the maturity of or cause a termination of, any Acquired Contract. Seller and its Affiliates have no expectation or intention of terminating or not fully performing any of their obligations under any Acquired Contract, and Seller has no knowledge of any anticipated breach by the other party to any Acquired Contract. Seller has taken all steps required to be taken prior to the Closing Date with respect to contractual obligations of Seller in accordance with the terms of such contractual obligations and prudent business practice.

(c) No claims have been asserted or are pending or, to the knowledge of Seller and Principal, threatened against Seller or any of its Affiliates under or in respect of any of the Acquired Contracts. No party to any Acquired Contract has given written notice to Seller of, or made any claim with respect to, a desire or intention to exercise any optional termination, cancellation or acceleration thereunder, and Seller has no knowledge of any notice of, or claim with respect to, any such desire or intention.

(d) Seller has provided to Buyer true, complete and correct copies of each of the Acquired Contracts, together with all amendments, modifications, waivers, supplements and side letters affecting the obligations of any party thereunder.

(e) Each of the Acquired Contracts is terminable at the option of Seller (or, after the Closing, Buyer as Seller's assignee) upon no more than 30 days' notice without penalty.

(f) None of the Acquired Contracts restrict the ability of Seller (or, after the Closing, Buyer as Seller's assignee) to compete in any respect, or contain any other restrictive covenants binding upon Seller (or, after the Closing, Buyer as Seller's assignee).

(g) Except as required for the ordinary course production of the Events, none of the Acquired Contracts require Seller (or, after the Closing, Buyer as Seller's assignee) to incur any Liabilities from and after the Closing.

3.7 Permits; Consents.

(a) Seller or its Affiliates have obtained all approvals, designations, qualifications, classifications, authorizations, certificates, consents, licenses, orders and permits or other similar authorizations of all Governmental Authorities that are necessary for the operation of the Transferred Assets or Business in the manner as currently operated through calendar year 2015 (the "*Permits*"), and all such Permits are presently in full force and effect and no action, proceeding or claim is pending, or to the knowledge of Seller, threatened to revoke, modify, terminate or invalidate any such Permit in any respect. Without limiting the foregoing, Seller and its Affiliates are operating in compliance with the provisions, terms and conditions of the Permits.

(b) The execution, delivery and performance by Seller of this Agreement, including for the transfer of the Transferred Assets (including each of the Acquired Contracts) to Buyer, require no action by, or Consent of, any Governmental Authority or other Person.

3.8 Compliance with Applicable Laws. To the knowledge of Seller and Principal, the operation of the Business has been, and is being, conducted in compliance with all Applicable Laws.

3.9 Intellectual Property.

(a) Schedule 3.9(a) sets forth a complete and correct list of all Transferred IP. For each such item of Transferred IP, Seller has indicated (1) the owner prior to Closing, (2) the jurisdictions in which a patent, trademark, copyright registration or application therefor is pending, (3) the application number, as applicable, (4) the registration number, as applicable, and (5) the expiration date thereof, as applicable, including any extensions and renewals.

(b) All Transferred IP is valid, enforceable and subsisting, and has not been adjudged invalid or unenforceable in whole or in part. All necessary registration, maintenance and renewal fees currently due in connection with such Transferred IP have been made and all necessary documents, recordation and certificates in connection with such Transferred IP

have been filed, where applicable, properly identifying the appropriate Person as the owner of such Transferred IP, with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining registration of such Transferred IP.

(c) The Transferred IP encompasses all proprietary rights necessary and desirable for the conduct of the Business as presently conducted and proposed to be conducted. Seller owns and possesses sole, exclusive, valid and unencumbered title to, or has a license (sufficient for the conduct of the Business) to, each item of Transferred IP free and clear of any Liens. Upon the Closing, Buyer will own and possess sole, exclusive, valid and unencumbered title to, or have a license (sufficient for the conduct of the Business) to, each item of Transferred IP free and clear of any Liens.

(d) Seller has not transferred ownership of, or granted any exclusive license with respect to, any Transferred IP to any third party. Seller has not undertaken or omitted to undertake any acts, and no circumstance or grounds exist that would invalidate, reduce or eliminate, in whole or in part, the enforceability or scope of any of the Transferred IP, or, in the case of Transferred IP owned or licensed by Seller, Seller's entitlement to exploit such Transferred IP.

(e) No Transferred IP is subject to any Proceeding or outstanding decree, order, injunction, judgment or stipulation restricting in any manner the use, transfer, or licensing thereof by Seller, or which may affect the validity, use or enforceability of such Transferred IP. Seller has not received notice or threat of notice from any Person asserting that any Transferred IP is invalid or unenforceable, and there is no valid basis for any such claim.

(f) Neither Seller nor any Affiliate of Seller has, during the three (3) years preceding the date of this Agreement, been a party to any Proceeding, nor has there been any lawsuit pending or threatened against Seller or its Affiliates, nor has Seller or its Affiliates received any notice of other claim from any Person (including any Governmental Authority) asserting that any of Seller's or its Affiliates' (with respect to the Business) present or contemplated activities infringe or may infringe any intellectual property rights of such Person, nor is there any pending or threatened claim thereof, and, there is no valid basis for any such claim. Seller has no knowledge of any infringement by any other Person of any Transferred IP. Seller and its Affiliates have not received notice or threat of notice from any Person asserting that any Transferred IP owned or licensed by Seller, or which Seller or its Affiliates otherwise has the right to use, is invalid or unenforceable and, there is no valid basis for any such claim (whether or not pending or threatened).

3.10 Transaction Not a Breach. Neither the execution and delivery of this Agreement nor the performance by the Seller of the transactions contemplated hereby will:

(a) violate or conflict with or result in a breach of any provision of any law, statute, rule, regulation, order, permit, judgment, injunction, decree or other decision (collectively, "**Rules**") of any court or other tribunal or any governmental entity or agency binding on Seller or its Affiliates or their respective properties, or conflict with or result in the breach of any of the terms, conditions or provisions thereof;

(b) constitute a default under the charter documents of Seller or any Contract listed or required to be listed on Schedule 3.10;

(c) constitute an event which would permit any party to terminate, or accelerate the maturity of any indebtedness or other obligation under, any lease or other Contract listed or required to be listed on Schedule 3.10;

(d) result in the creation or imposition of any Lien upon any of the Transferred Assets; or

(e) require any authorization, consent, approval, exemption or other action by or notice to any Governmental Authority pursuant to any Rules, except as provided in Schedule 3.7.

3.11 No Illegal Payments. To the knowledge of Seller and Principal, Seller has not at any time made or committed to make any payments for illegal political contributions or made any bribes or other illegal payments.

3.12 Business. Other than the Transferred Assets and the Excluded Assets, Seller and its Affiliates do not have any right, title or interest in, to and under any assets, properties or rights of any kind or nature, whether real, personal or mixed, tangible or intangible that are used in the Business. None of the Transferred Assets are owned by any Person other than Seller.

3.13 Taxes. All Taxes due and payable by any Seller have been paid in full. Seller has timely filed all federal, state, county, local and foreign Tax Returns which it is required to have filed, and such returns are complete and correct in all material respects. Any deficiencies proposed as a result of any governmental audits have been paid or settled, and there are no present disputes as to Taxes payable by Seller. There are no unexpired waivers by Seller of any statute of limitations with respect to any Taxes, and Seller is not a party to any action or proceedings by any governmental authority for the collection or assessment of Taxes.

3.14 Certain Transactions. Schedule 3.14 sets forth any agreements, understandings or proposed transactions, or any other business dealings, between Team Player, on the one hand, and its respective officers, directors, consultants or employees, or any Affiliate thereof, on the other hand, related to the Business.

3.15 Environmental laws. To its knowledge, Seller is and has been in compliance in all material respects with applicable environmental laws. There are no legal actions, conditions, events, conditions or circumstances which are reasonably likely to result in material liability to Seller pursuant to environmental laws. The Seller has provided to the Buyer true, correct and complete copies of all assessments, permits, reports, correspondence or other material documentation on environmental matters in its possession or control.

3.16 Accounts Receivable. All accounts receivable of the Business have arisen in the ordinary course of business, represent valid obligations to the Business and, subject only to reserves for bad debts calculated in a manner consistent with past practice, have been collected or are collectible in the aggregate recorded amounts thereof in accordance with their terms and consistent with past practice.

3.17 Commercial Relationships. The relationships of the Seller with their independent contractors, customers, clients, advertising partners, advertisers, sponsors, suppliers, vendors, talent, performers, promoters, and landlords are good commercial working relationships and no such independent contractor, customer, client, advertising partner, advertiser, sponsor, supplier, vendor, talent, performer, promoter or landlord has canceled or otherwise terminated, or threatened to cancel or otherwise terminate, its relationship with the Business or has during the last two (2) years decreased or limited materially, or threatened to decrease or limit materially, its services, supplies or materials to the Business. The Seller and their Affiliates do not have any written notice nor, to the Seller's knowledge, any oral notice, that any such independent contractor, customer, client, advertising partner, advertiser, sponsor, supplier, vendor, talent, performer, promoter or landlord intends to cancel or otherwise modify its relationship with the Business or to materially decrease or limit its services, supplies or materials to the Business.

3.18 Insolvency. No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Transferred Assets is pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors, nor taken any actions with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings. Seller is not insolvent and will not be rendered insolvent by any of the transactions contemplated by this Agreement. "Insolvent" means, with respect to any Person, that the sum of the debts and other probable Liabilities of such Person exceeds the present fair saleable value of such Person's assets.

3.19 Disclosure. Seller has disclosed to Buyer all facts material to the Business and the Transferred Assets. Neither this Agreement nor any Schedule hereto, nor any other statements, documents or certificates made or delivered to Buyer in connection herewith or therewith, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein and therein not misleading in light of the circumstances under which such statements were made. None of the statements, documents, certificates or other items prepared or supplied by Seller with respect to the transactions contemplated hereby contains an untrue statement of a material fact or omits a material fact necessary to make the statements contained herein and therein not misleading in light of the circumstances under which such statements were made. There is no fact that Seller has not disclosed to Buyer and its counsel in writing and of which Seller is aware which has resulted in, or could result in, a material adverse effect to the business, assets (including intangible assets), financial condition, prospects or results of operations of the Business.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Buyer hereby represents and warrants to Seller:

4.1 Organization and Existence. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

4.2 Authorization. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby are within Buyer's limited liability company powers and have been duly authorized by all necessary limited liability company action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreement of Buyer, enforceable against Buyer and in accordance with its terms.

4.3 Third party Authorization. The execution, delivery and performance by Buyer of this Agreement requires no Consent of any other Person.

4.4 Non-Contravention. The execution, delivery and performance by Buyer of this Agreement does not (a) contravene or conflict with the organizational documents of Buyer, or (b) contravene or conflict with or constitute a violation of any provision of any Applicable Law binding upon or applicable to Buyer.

4.5 Litigation. There is no Proceeding pending against, or to the knowledge of Buyer, threatened against or affecting Buyer before any Governmental Authority that in any manner challenges or seeks to prevent or enjoin the transactions contemplated by this Agreement.

ARTICLE V

COVENANTS AND OTHER AGREEMENTS

5.1 Assignment of Contracts and Rights.

(a) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the Consent of a third party thereto, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or Seller (or their respective Affiliates) thereunder.

(b) If any such Consent is not obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Seller (or its Affiliates) thereunder such that Buyer would not in fact receive all such rights, Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, or sub-leasing to Buyer, or under which Seller (or its Affiliates) would enforce for the benefit of Buyer, with Buyer assuming Seller's (or its Affiliates') obligations, any and all rights of Seller (or its Affiliates) against a third party thereto. Seller and Buyer shall, to the extent the benefits from any such Transferred Asset and obligations thereunder have not been provided by alternate arrangements satisfactory to Buyer and Seller, negotiate in good faith an adjustment in the consideration paid by Buyer for the Transferred Assets.

5.2 Taxes.

(a) Any and all sales, transfer, documentary, use, stamp, registration and other such Taxes and fees (including any penalties, interest, additions to tax and costs and expenses relating to such Taxes and fees) incurred in connection with this Agreement and the Transactions (“**Transfer Taxes**”) shall be borne by Seller. The parties shall cooperate with one another in the preparation of any necessary Tax returns and other related documentation with respect to such Transfer Taxes (including any exemption certificates and forms as each may request to establish an exemption from (or otherwise reduce) or make a report with respect to Transfer Taxes).

(b) Following the Closing, Buyer and Seller shall (i) provide to one another such assistance as may reasonably be requested in connection with the preparation of any Tax Return relating to the Business and the conduct of any audit or other examination by any taxing authority or in connection with judicial or administrative proceedings relating to any Liability for Taxes relating to the Business, (ii) retain all records or other information that may be relevant to the preparation of any Tax returns relating to the Business, or the conduct of any audit or examination, or other Tax proceeding relating to the Business, and (iii) retain all relevant documents, including prior years’ Tax returns relating to the Business, supporting work schedules and other records or information that may be relevant to such returns and shall not destroy or otherwise dispose of any such records without the prior written consent of the other party.

5.3 Public Announcements. Buyer, Team Player and the Principal shall consult with each other before issuing, and shall provide each other the opportunity to review and comment upon, any press release or other public statements with respect to the Transactions, including the identity of the parties and the consideration paid hereunder, and shall not issue any such press release or make any such public statement prior to such consultation and without receiving the other parties’ consent, except as may be required by Applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange.

5.4 Use of Name. From and after the Closing Date, unless otherwise agreed to in writing by Buyer, or in connection with the provision of services by Seller pursuant to Section 5.5, Seller and Principal shall discontinue any and all usage of the names “Taste of Fort Collins, “Park City Food & Wine Classic” or “Steamboat Wine Festival” or any variation thereof in any respect.

5.5 Transition. The parties agree to cooperate fully in implementing a smooth and orderly transfer of the Business and the Transferred Assets from Seller to Buyer. Neither of the Seller or Principal shall take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of Seller or the Business from maintaining the same business relationships with Buyer after the Closing as it maintained with Seller prior to the Closing. At the Closing, Buyer and Seller shall execute a consulting agreement (the “**Consulting Agreement**”), substantially in the form attached hereto as Exhibit A, pursuant to which Seller (acting principally through the Principal) shall reasonably assist Buyer in all phases of the planning and execution of the Events in 2016, in exchange for a consulting fee of \$50,000, which shall be payable as provided in the Consulting Agreement. At the Buyer’s option, the term of the Consulting Agreement may be extended for one additional year (i.e. to cover the Events for 2017), for a non-negotiable fee of \$82,500; *provided* that the

Principal, on behalf of the Seller, consents to such extension, which consent shall not unreasonably be withheld, delayed or conditioned.

5.6 Restrictive Covenants.

(a) Seller and Principal hereby covenant and agree that they shall not, and will cause their respective Affiliates not to, conduct, for a period of three (3) years from the date of Closing (the “***Restricted Period***”), directly or indirectly, or engage in as an owner, manager, partner, employee, officer, director, advisor or shareholder of a firm or corporation, or engage in any other manner, any of the activities set forth below (the “***Restricted Activities***”) in the area set forth below (the “***Restricted Area***”).

(b) The Restricted Activities consist of the production and operation of consumer expositions similar to the Events, including wine and food-themed events; *provided* that the Breckenridge wine event (to be conducted in the manner described on Schedule 5.6(b)) is expressly excepted from the restrictions set forth in Section 5.6(a).

(c) The Restricted Area consists of (i) the states of Colorado and Utah and (ii) any state in which Buyer or its affiliates own a radio station as of the Closing Date, as listed on Schedule 5.6(c) (this clause (ii), the “***TSQ States***”). In the event that Seller and Principal wish to conduct Restricted Activities in the TSQ States, Seller and Principal may request the prior written consent of Buyer, which such consent shall not be unreasonably withheld.

(d) The Seller and Principal further agree that during the Restricted Period, they shall not (a) solicit or entice, or attempt to solicit or entice, any person which, prior to or during the Restricted Period, is or was a current, former or prospective customer, client, advertising partner, advertiser, sponsor, independent contractor or supplier of the Business (or successors to it) for purposes of diverting their business or services from the Business (or successors to it) to products, events or services which are the same as or similar to the Restricted Activities, (b) hire or solicit any employee of Buyer or the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment or (c) interfere with Buyer’s relationship with, by making any negative statements or communications concerning Buyer or the Business (or successors to any of them) or any of their respective members, managers, directors, officers, employees or agents, the customers, vendors, consultants, investors, advertising partners, clients, sponsors, suppliers and independent contractors that Buyer is doing business with in connection with the Restricted Activities, including those the Seller has done business with through the date of Closing.

(e) From and after the Closing, the Seller and Principal hereby agree not to defame, disparage or criticize the Buyer (or its Affiliates or the Business, its business plan, procedures, products, services, development, finances, financial condition, capabilities or other aspect of their business, or any of its shareholders in any medium (whether oral, written, electronic or otherwise, whether currently existing or hereafter created), to any person or entity, without limitation in time. Notwithstanding the foregoing sentence, the Seller and Principal may confer in confidence with their advisors and make truthful statements as required by law.

(f) The Seller and Principal agree not to disclose, divulge, publish, communicate, publicize, disseminate or otherwise reveal, either directly or indirectly, any confidential or proprietary information of or relating to the Business to any person, natural or legal from and after the Closing.

(g) The parties agree that in the event that any of the restrictions set forth above are adjudged by a court of competent jurisdiction too restrictive to be enforceable in any court proceeding, the court may reduce such restriction to be the most restrictive it deems permissible under applicable laws.

(h) The Restricted Period applicable to the Seller and Principal shall be extended by the length of any period during which any such person is in breach of the terms of this Section 5.6.

(i) The Seller and Principal acknowledge that the covenants of the Seller and Principal set forth in this Section 5.6 are an essential element of this Agreement and that, but for the agreement of the Seller and Principal to comply with these covenants, the Buyer would not have entered into this Agreement. The Seller and Principal acknowledge that this Section 5.6 constitutes an independent covenant that shall not be affected by performance or nonperformance of any other provision of this Agreement by the Buyer. Each of the Seller and Principal has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 5.6 are reasonable and proper.

5.7 Accounts Receivable. All Accounts Receivable shall belong to Buyer. After Closing, Buyer shall collect Accounts Receivable, and Seller and Principal shall cooperate in respect thereof as reasonably requested by Buyer. To the extent any Accounts Receivable are paid to Seller, then within five (5) business days after receipt thereof, Seller shall forward to Buyer (or its designee) any such Accounts Receivable collected by Seller, without deduction. Seller covenants and agrees that such amounts are not, and shall not become, subject to any Lien, shall not become security for any indebtedness of the Seller or any Affiliate thereof (or in any bank account subject to any such Lien) and shall not be comingled with any other funds of the Seller or any Affiliate thereof.

5.8 Complementary Tickets. Buyer shall provide to Principal, at no cost to Principal, twelve (12) tickets for each main event held at the Events for so long as Buyer owns and operates the Events. Principal shall be solely responsible for any Taxes owed in respect thereof.

5.9 Further Assurances. At any time and from time to time following the Closing, at the request of any party and without further consideration, any other party shall provide, execute and/or deliver such documents or instruments, and take such actions, as the requesting party or its counsel may reasonably deem necessary or desirable in order to consummate or otherwise to implement the provisions and purposes of this Agreement or to comply with Applicable Laws.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnification by Seller and Principal. Seller and Principal shall jointly and severally indemnify, defend and hold harmless Buyer and its members, managers, affiliates, officers, directors, employees, agents and representatives (the “*Buyer Indemnified Parties*”) from and against any and all losses, damages, liabilities, actions, suits, proceedings, claims, demands, orders, assessments, obligations, amounts paid in settlement, fines, costs and expenses (including legal and other expenses incident thereto or incident to the enforcement of this indemnity to the extent such enforcement is successful) of any nature whatsoever (collectively, the “*Losses*” and individually a “*Loss*”) arising out of or relating to (a) any default by Seller or Principal of their respective covenants or agreements made under this Agreement, (b) any breach by Seller or the Principal of any of their representations and warranties under this Agreement, (c) the Excluded Liabilities and Excluded Assets, (d) any Taxes of Seller or Principal, or related to the Business or the Transferred Assets, (e) any matter set forth on Schedule 3.5 (or which should have been set forth on Schedule 3.5) and (f) Seller’s operation of the Business before Closing. Buyer shall have the right to offset any and all amounts payable by the Seller or Principal to the Buyer Indemnified Parties against any amounts payable by Buyer to Seller or Principal under this Agreement.

6.2 Indemnification by Buyer. Buyer will indemnify, defend and hold harmless Seller and its officers, directors, shareholders, affiliates, employees, agents and representatives from and against any and all Losses arising out of (a) any default by Buyer of any covenant or agreement made under this Agreement, (b) any breach by Buyer of any of its representations and warranties under this Agreement, (c) the Assumed Liabilities, (d) any Taxes of Buyer and (e) the conduct and operations of the Business and Transferred Assets on and after Closing, except for the Excluded Liabilities.

6.3 Notice of Claim. In event that either Seller or Buyer shall become aware of any claim for indemnification (the “*Claim*”) against the other Party (the “*Indemnifying Party*”) pursuant to this Article 6, the party entitled to, or claiming entitlement to, indemnification (the “*Indemnified Party*”) shall promptly, but in no event later than fifteen (15) days, give written notice thereof to the Indemnifying Party; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article 6 except to the extent that the Indemnifying Party is materially prejudiced by such failure and shall not relieve the Indemnifying Party from any other obligation or liability that it may have to any indemnified party otherwise than under this Article 6. The written notice shall include, to the extent reasonably available, a brief description, in reasonable detail, of the facts, circumstances or events giving rise to the alleged Claim, including the identity and address of any third-party claimant and copies of any formal demand or complaint, the amount of damages, the date each such item was incurred, paid or accrued, or the basis for such anticipated liability, and the specific nature of the breach to which such item is related.

6.4 Assumption and Defense of Third-Party Actions. If any Claim hereunder arises out of a claim against the Indemnified Party by a third party, the Indemnifying Party shall have the right, at its own expense, to participate in, or assume control of, the defense of such claim, and the Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party subject to reimbursement for actual out-of-pocket expenses incurred as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Indemnified Party shall have the right to participate in the defense of such

claim at its own expense; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. If a claim requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the Indemnified Party with respect to such claim (and all expenses in connection therewith)).

6.5 Claim Limitation. No Claim shall be brought against a Party pursuant to Sections 6.1(b) or 6.2(b) unless the Losses resulting from such Claim exceeds Twenty Thousand Dollars (\$20,000), following which all such accumulated Losses from dollar one shall be recoverable as provided for in this Agreement (the “*Basket*”). Notwithstanding the foregoing, the Basket shall not apply to any Claim made under Section 2.7 of this Agreement. The maximum aggregate liability of the Seller and the Principal and Buyer for indemnification pursuant to Sections 6.1(b) or 6.2(b), respectively, including attorneys’ fees, costs and interest, shall not exceed the Purchase Price (the “*Cap*”). Notwithstanding the foregoing, the Basket and Cap shall not apply to any act of fraud or fraudulent concealment, or any criminal act by Seller and/or the Principal in connection with the Business, or breach of any Fundamental Representations (as defined below).

6.6 Survival. All representations and warranties contained in this Agreement or in any document delivered pursuant hereto shall be deemed to be material and to have been relied upon by the Parties, and shall survive the Closing for a period ending two (2) years from the Closing Date; provided, however, that (i) the representations and warranties in Section 3.1, Section 3.2, Section 3.3 and 3.4 shall survive indefinitely; (ii) the representations and warranties in Section 3.5, Section 3.9(b), Section 3.13 and Section 3.15 shall survive and terminate only upon the expiration of the applicable statutes of limitations and any extensions thereof (the representations and warranties referred to in clause (i) and (ii), collectively, the “*Fundamental Representations*”); and (iii) such limitations as contained in this Section 6.8 shall not apply to any act of fraud or intentional concealment, or any criminal act by Seller and/or the Principal in connection with the Business. The representations and warranties contained in this Agreement shall not be affected by any investigation, verification or examination by, or any knowledge of, any Party or by anyone on behalf of any such Party. The foregoing survival periods shall not affect any Claim asserted prior to the expiration of any applicable survival period.

6.7 Other Matters. For purposes of determining whether there has been any misrepresentation or breach of a representation or warranty, and for purposes of determining the amount of Losses resulting therefrom, all qualifications or exceptions in any representation or warranty relating to or referring to the terms “material”, “materiality”, “in all material respects”, or any similar term or phrase shall be disregarded, it being the understanding of the parties hereto that for purposes of determining liability under this Article 6, the representations and warranties of the parties hereto contained in this Agreement shall be read as if such terms and phrases were not included in them.

ARTICLE VII

MISCELLANEOUS

7.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) on the day of delivery if delivered in person, or if delivered by facsimile, Portable Document Format (pdf) or electronic mail, in each case upon confirmation of receipt, (b) on the first Business Day following the date of dispatch if delivered by a nationally recognized express courier service, or (c) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated by notice given in accordance with this Section 6.1 by the party to receive such notice:

If to Seller or the Principal:

Team Player Productions, Inc.

1539 Platte Street, Suite 206

Denver, CO 80202

Attn: Jason Ornstein

Email: jason@tppevents.com

Facsimile No.: (303) 777-3095

If to Buyer:

Townsquare Live Events LLC

240 Greenwich Avenue

Greenwich, CT 06830

Attn: Michael Josephs

Chris Kitchen

Email: michael@townsquaremedia.com

chris.kitchen@townsquaremedia.com

Facsimile No.: (800) 301-6408

with a copy (which will not constitute notice) to:

McDermott Will & Emery LLP

340 Madison Avenue

New York, NY 10173

Attn: Todd Finger

Email: tfinger@mwe.com

Fax: 646-390-0820

or to such other address or addresses or facsimile number as either party may designate to the others by like notice as hereinabove set forth. Any notice given hereunder shall be deemed given and received on the date of hand delivery, the date sent by facsimile so long as the notice and confirmation are sent the same day or three (3) Business Days after deposit with the United States Postal Service, or one (1) Business Day after delivery to an overnight express service for next day delivery, as the case may be.

7.2 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in the case of an amendment, by all parties, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No waiver by a party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or in equity.

7.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party, except that Buyer may assign any and all of its right, interests and obligations hereunder (i) as security for obligations to any of its lenders, (ii) to one or more of its Affiliates, or (iii) in connection with a sale of all or substantially all of the assets of Buyer (regardless of the structure of such sale); provided that Buyer shall not be released from any of its obligations hereunder by reason of such assignment.

7.4 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

7.5 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument. This Agreement shall become effective when each party shall have received a counterpart hereof signed by the other party.

7.6 Entire Agreement. This Agreement (including the Schedules referred to herein which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersede all prior agreements,

understandings and negotiations, both written and oral between the parties with respect to the subject matter hereof and thereof.

7.7 Severability. Subject to Section 5.6(g), if any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other Persons, places and circumstances shall remain in force and effect, and such invalid, unenforceable or void provisions will be deemed to be modified so as to effect the original intent of the parties as closely as possible in an acceptable manner so that, to the greatest extent possible, the Transactions and other matters contemplated by this Agreement are consummated and otherwise given effect as originally contemplated with the same effect.

7.8 Construction.

(a) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party. Any reference to any Applicable Law shall be deemed also to refer to all rules and regulations promulgated thereunder unless the context requires otherwise. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to the Agreement as a whole and not to a particular section. Whenever the word “including” is used in this Agreement, it shall be deemed to mean “including without limitation,” “including, but not limited to” or other words of similar import such that the items following the word “including” shall be deemed to be a list by way of illustration only and shall not be deemed to be an exhaustive list of applicable items in the context thereof. Whenever the word “or” is used, it means “and/or,” unless the context dictates otherwise.

(b) The parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

(c) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All references to an Article or Section include all subparts thereof.

7.9 Jurisdiction; Waiver of Trial by Jury. The parties hereby (a) irrevocably consent and agree that any action or proceeding arising under or in connection with any Transaction Agreement or any Transaction shall be brought exclusively in any federal court located in the County of New York, State of New York, and (b) by execution and delivery of this Agreement, irrevocably submit to and accept the jurisdiction of such court. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS.

7.10 Cumulative Remedies. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

7.11 Third Party Beneficiaries. Neither this Agreement nor any provision thereof creates any third party beneficiary rights in any Person, including any employee of Buyer or employee or former employee of Seller or any Affiliate thereof (including any beneficiary or dependent thereof).

7.12 Survival. All warranties and representations of the parties set forth herein shall survive the Closing.

7.13 No Brokers. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that it has not dealt with any broker, finder or the like in connection with the Transactions. Seller agrees for the benefit of Buyer, and Buyer agrees for the benefit of Seller, to indemnify, defend and hold harmless the other from and against any and all costs, expenses, claims, liabilities and/or damages, including reasonable attorneys' fees and the reasonable cost of enforcing this indemnification, arising out of any brokerage commission, fee or other compensation or expenses due or alleged to be due to any person in connection with any of the Transactions based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

7.14 Specific Performance. Buyer and Seller each agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity, without posting any bond or other undertaking.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed or caused this Asset Purchase Agreement to be duly executed by an authorized officer as of the date first above written.

SELLER:

TEAM PLAYER PRODUCTIONS, INC.

By: Jason Ornstein
Name:
Title: President/owner

PRINCIPAL:

JASON ORNSTEIN, an individual
By: [Signature]
Name: Jason Ornstein

BUYER:

TOWNSQUARE LIVE EVENTS, LLC

By: [Signature]
Name: Michael Josephs
Title: Executive Vice President

EXHIBIT A
CONSULTING AGREEMENT



CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into as of the 24th day of November, 2015 (the "Effective Date"), between Townsquare Live Events, LLC (the "Company"), and Team Player Productions, Inc., a Colorado corporation ("Contractor"). The parties agree to each of the following:

RECITALS

A. Company is a diversified media, entertainment and digital marketing services company that owns and operates radio, digital and live event properties.

B. Company desires to hire Contractor to support Company's business and perform such other duties as may be requested of Contractor from time to time and as described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Contractor's Services.** Contractor shall (1) perform such duties as Company contracts with Contractor to perform, including but not limited to those certain duties identified in the Scope of Work attached hereto as Exhibit A and incorporated in this Agreement by reference; and (2) perform such other services to which the parties may mutually agree in writing from time to time (the "Services"). Contractor shall perform the Services, including Contractor's access of information provided by Company, in a manner consistent with the terms of this Agreement and applicable laws. The Company is under no obligation to use Contractor's services for any specific number of hours per week or a specific time period.
2. **Contractor's Obligations.** Contractor shall devote the necessary time and attention to perform the services identified in Section 1 above and shall use best efforts and judgment in performing such services. In performing services under this Agreement, Contractor will comply with all applicable Company policies and procedures as well as all applicable laws. Contractor shall furnish all of the tools, equipment, supplies and materials needed to perform services under this Agreement.
3. **Independent Contractor Relationship.** Contractor and the Company agree that neither Contractor nor any of its employees is an employee of the Company for any purpose. The Company will not provide any employment-related benefits to Contractor or its employees such as, but not limited to, workers compensation insurance, unemployment compensation insurance,

vacation or sick pay, pension or profit sharing benefits, or any type of health or disability insurance. The Company will not treat Contractor or any of its employees as the Company's employee for any purposes (federal, state, tax or otherwise). Neither Contractor nor any of its employees will not hold itself out as an employee of the Company. Contractor will have no power or authority to incur or create any liability for or in the name of the Company without the prior consent of the Company. Contractor has no authority to hire or fire any employees of the Company.

4. **Term**. The term of this Agreement shall begin on the Effective Date, and continue in effect for one year (the "**Initial Term**"). The Company may, in its sole discretion, extend the term of this Agreement by one additional year (such year, the "**Renewal Term**") by providing written notice to Contractor of such extension prior to the expiration of the Initial Term. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon either party giving notice of termination, the parties shall meet and in good faith confer regarding whether the Contractor will continue providing services to the Company during any notice period and the Contractor's work responsibilities during any notice period. The parties agree that the obligations created in Sections 6, 7, 8 and 9 of this Agreement will survive the expiration or earlier termination of this Agreement.

5. **Fees**. As consideration for entering into this Agreement and for providing the services described in Section 1 above, the Company will pay Contractor (i) \$50,000, payable in twelve equal monthly installments during the Initial Term on the first business day of each month, and (ii) in the event the Company exercises its option to extend the term of this Agreement, \$82,500, payable in twelve equal monthly installments, on the first business day of each month, during the Renewal Term. The parties agree that the foregoing fee in respect of the Renewal Term shall not be negotiable. Contractor will be responsible for the payment of all taxes due on the payments made by the Company to Contractor under this Section.

6. **Training and Confidential Information**. The Company will provide Contractor and its employees with such specialized training as the Company, in its sole discretion deems necessary or beneficial to Contractor's performance of job duties. The Company will also provide certain information relating to the Company that the Company deems confidential (the "**Confidential Information**"). Such Confidential Information may include, without limitation: (i) information related to organization and organizational structure, operations, products, manufacturing, logistics or marketing, distribution, new products, potential new products, process development, sources of supply, patents, copyrights, trademarks, trade secrets, patent or copyright or trademark development or applications, computer hardware or software, information systems; (ii) strategic plans, business plans, advertising, marketing or sales plans, capital spending plans; and (iii) information relating to, about, and/or from the Company's customers or potential customers, pricing, costing, rebates, sales, earnings, personnel and business relationships. Confidential Information shall not include public information, information created by entities other than the Company, without reference to the Confidential Information or violation of any duty of confidentiality to the Company, for dissemination to the public or information generally known in the Company's industry. Contractor shall not, and shall cause its employees not to, without the specific written consent of Company, during the course of this Agreement or at any time thereafter:

a. Disclose, divulge, communicate, transfer or otherwise misuse any Confidential Information;

b. Use or access any Confidential Information for any purpose other than for the benefit of the Company in the performance of the Services; or

c. Permit any other person to use, examine, access, divulge, copy or otherwise transmit any Confidential Information or other information derived from Confidential Information.

Contractor understands and agrees that Contractor's breach of this Section 6 will cause Company substantial damages, which will be difficult, if not impossible, to quantify. Accordingly, Contractor acknowledges that Company shall be entitled to immediate injunctive relief against Contractor without necessity for the posting of any bond in the event Contractor breaches this Section 6 and that Contractor will bear the cost of Company's attorney fees in any enforcement action under this Section.

7. **Covenants.** Contractor agrees that the commitments made by the Company to Contractor in this Agreement regarding the Company providing training and disclosing its Confidential Information gives rise to the Company's interest in restraining Contractor from competing against it and that the restrictions in this Section 7 are designed in part to enforce Contractor's promises in Section 6 of the Agreement. Contractor recognizes and agrees that these restrictions are necessary to protect the Company's customer base, good will, confidential information and other business interests.

(a) **Non-Solicitation.** Contractor agrees that during the term of this Agreement and for a one-year period following the termination of Contractor's independent contractor relationship or subsequent employment relationship with the Company, Contractor will not directly or indirectly, in any manner solicit or contact any of the Company's customers or clients that contractor had personal contact with or became aware of while working for the Company for the purpose of inducing or persuading them to change in any way their business relationship with the Company.

(b) **Non-Hire.** Contractor agrees that during the term of this Agreement and for a one-year period following the termination of Contractor's independent contractor relationship or subsequent employment relationship with the Company, contractor will not directly or indirectly, on its behalf or on behalf of any other person or business entity, (1) hire any contractor or person employed by the Company during the 60 days prior to the termination of this Agreement, (2) attempt to influence any contractor or person employed by the Company at the time of Contractor's termination to change its relationship with the Company or (3) use or disclose to any person or business entity any personal information regarding any of the Company's contractors or employees.

8. **Non-Disparagement Obligation.** Contractor and Company shall not, and shall cause their employees not to, defame, disparage, or demean the other or any agent of the same in any manner whatsoever. This paragraph shall not preclude either party from responding truthfully to inquiries made in connection with any legal or governmental proceeding pursuant to subpoena or other legal process.

9. **Return of Company Information.** Upon the termination of Contractor's relationship with the Company, Contractor agrees to immediately provide the Company with a written

inventory of files and documents or electronic inventory belonging to the Company. Contractor will not revise, erase, or destroy any files, customer lists, directories, or generally the data contained on any computers, cell phones, PDAs, or other Company-owned electronic devices.

10. **Choice of Law and Venue.** The parties agree that this Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflict of law principles, and that any arbitration or lawsuit relating to this Agreement shall be brought solely in the State of New York, County of New York.

11. **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then both parties will be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable, or void. The parties intend that this Agreement will be deemed amended by modifying any such illegal, unenforceable, or void provision to the extent necessary to make it legal and enforceable while preserving its intent, or if such is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Notwithstanding the foregoing, if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

12. **Waiver.** No delay or omission by either party to this Agreement to exercise any right or power under this Agreement will impair such right or power or be construed as a waiver thereof. A waiver by either of the parties to this Agreement of any of the covenants to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained in this Agreement. All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

13. **Notices.** Any notices, consents, demands, requests, approvals and other communications to be given under this Agreement by either party to the other shall be deemed to have been duly given if given in writing and personally delivered or sent by mail (registered or certified) or by a recognized "next-day delivery service" to the address set forth below a party's signature.

14. **Entire Agreement.** This Agreement represents the entire agreement relating to the relationship between the Company and Contractor. No prior or subsequent promises, representation, or understandings relative to any terms or conditions of employment are to be considered as part of this Agreement or as binding unless expressed in writing signed by the parties.

15. **Amendment.** This Agreement may be amended only in a writing signed by both authorized parties.

16. **Acknowledgment.** By signing below, the parties certify and represent that they have carefully read and considered the foregoing Agreement and fully understand all provisions of this Agreement and understand the consequences of signing this Agreement, and have signed this Agreement voluntarily and without coercion, undue influence, threats, or intimidations of any kind or type whatsoever.

[signature page follows]

COMPANY:

TOWNSQUARE LIVE EVENTS, LLC

By: _____

Name: Michael Josephs

Title: Authorized Signatory

Address: 240 Greenwich Ave
Greenwich, CT 06830

Date: _____ November 24, 2015

CONTRACTOR:

TEAM PLAYER PRODUCTIONS, INC.

(Signature)

Name: Jason Ornstein

Title: *Pres. Dent*

Address: *1539 Platte J. Suite 206 Denver,*

CO 80202

Date: _____ *11/ /15*

Exhibit A: Scope of Work

Contractor shall do the following with respect to each of the Taste of Fort Collins, the Park City Food & Wine Classic and the Steamboat Wine Festival (collectively, the “Events”):

1. Assist Company in managing all attendee marketing within budget guidelines established by Company and in accordance with past practices
2. Assist Company in managing all exhibitor marketing within budget guidelines established by Company and in accordance with past practices
3. Assist Company in managing day to day exhibitor correspondence in accordance with past practices
4. Assist Company in managing websites including regular updates and in accordance with past practices
5. Create a detailed marketing timeline and plan for Company
6. Create a detailed operations and logistics timeline and plan for Company
7. Provide on site management and support staff in accordance with past practices within the budget and/or as the Company deems necessary

List of Schedules

- 2.1(g) All Physical Assets
- 2.2(a) Excluded Assets
- 2.3(a) Accounts Payable
- 2.3(b) Deferred Revenue
- 3.5 Proceedings
- 3.6(a) List of All Contracts
- 3.7 Permits
- 3.9(a) List of All Transferred IP
- 3.14 Agreements with D&O/Consultants/Employees
- 5.6(b) Breckenridge Event
- 5.6(c) TSQ States

Schedule 2.1(g) - All Physical Assets

Taste of Fort Collins

<u>Item</u>	<u>Qty</u>	
Wilbers Wine Pavilion - wine glasses	312	
Wilbers Craft Beer Pavilion - beer mugs	220	
Beer Tokens	400	estimate
Banners:		
Welcome	4	
Street banners	16	
Choro Maps	4	
Choro Directional	4	
Directional sign poles	2	

Park City Food & Wine Classic

<u>Item</u>	<u>Qty</u>	
Wine Glasses	620	
Plastic Tumblers	690	
Merchandise:		
Sip Happens	31	
Can't Spell Wine without Win	26	
Plastic Wine To Go Cups	22	
Red w/ wine glasses on back	10	
Logo on Front Black	4	
Logo on Front Gray	6	
Blue Logo wine glass on back	20	
Gray Glass with words	1	
Red with bottle on back	1	
Banners/Signs:		
Welcome Choro	1	
Directional Choro	1	
Stroll Stop	1	shared with Steamboat Wine Festival

Steamboat Wine Festival

<u>Item</u>	<u>Qty</u>	
Wine Glasses	84	Merrell logo
Plastic Tumblers	48	
Merchandise:		
Colorado Flag	38	
Teal Will Work for Wine	35	
Blue Will Work for Wine Cup	12	
Green Will Work for Wine Cup	75	
Blue Wine Minion	17	
Sip Happens	2	
Wine Minion	14	Merrell logo
Orange Wine Minion	2	
Wine To Go Cups	38	
Banners:		
Blue Welcome	1	
Stroll Stop	1	shared Park City Food & Wine Classic

Schedule 2.2(a) - Excluded Assets

None

Schedule 2.3(a) - Accounts Payable

None

Schedule 2.3(b) - Deferred Revenue

None

Schedule 3.5 - Proceedings

None

V: 2016 ROFR

3.6(a) - List of Contracts

Company	Contract	Year	Event
Wall Street Journal	Trade Agreement	2015	Park City Food & Wine Classic
✓ Brown-Forman Corporation	Sponsorship Agreement	2015	Steamboat Wine Festival
✓ Brown-Forman Corporation	Sponsorship Agreement	2015	Taste of Fort Collins
Castle Brands Inc.	Sponsorship Agreement	2015	Steamboat Wine Festival
Colorado Lottery	Sponsorship Agreement	2014	Taste of Fort Collins
✓ Comcast	Sponsorship Agreement	2015	Taste of Fort Collins
Deer Valley Resort	Trade Agreement	2015	Park City Food & Wine Classic
Deer Valley Resort	Sponsorship Agreement	2014	Park City Food & Wine Classic
Diamond Foods, Inc. dba Kettle Chips	Sponsorship Agreement	2015	Taste of Fort Collins
Hammerstahl	Sponsorship Agreement	2015	Park City Food & Wine Classic
✓ High West Distillery	Sponsorship Agreement	2015	Park City Food & Wine Classic
Hilton Fort Collins	Rooms Only Contract	2015	Taste of Fort Collins
iHeartMedia of Northern Colorado	Trade Agreement	2015	Taste of Fort Collins
✓ Infiniti of Denver	Sponsorship Agreement	2015	Steamboat Wine Festival
✓ Kiwanis Club of Fort Collins - Eyeopeners Foundation	Mutual Expectations Agreement	2015	Taste of Fort Collins
Lespri Park City	Sponsorship Agreement	2015	Park City Food & Wine Classic
Network Communications, Inc., "Mountain Living" magazine	Sponsorship Agreement	2014	Park City Food & Wine Classic and Steamboat Wine Festival
✓ Montage Deer Valley	Sponsorship Agreement	2015	Park City Food & Wine Classic
✓ Montage Deer Valley	Sponsorship Agreement	2014	Park City Food & Wine Classic
✓ New Belgium Brewing Company	Sponsorship Agreement	2013	Taste of Fort Collins
✓ Odell Brewing Company	Sponsorship Agreement	2013	Taste of Fort Collins
OP Rockwell	Trade Agreement	2015	Park City Food & Wine Classic
✓ Wine Enthusiast Magazine	Media Barter Agreement	2015	Park City Food & Wine Classic
JES Publishing	Advertising Rate Agreement	2014	Park City Food & Wine Classic
The Irish Dairy Board	Sponsorship Agreement	2015	Park City Food & Wine Classic
Park City Area Restaurant Association (PCARA)	Partnership Agreement	2015	Park City Food & Wine Classic
Park City Area Restaurant Association (PCARA)	Partnership Agreement	2014	Park City Food & Wine Classic
✓ Pedersen Autoplaza	Sponsorship Agreement	2015	Taste of Fort Collins
Bottling Group, LLC and its affiliates and/or respective subsidiaries - Pepsi Beverages Company	Beverage Sales and Sponsorship Agreement	2013 - 2015	Taste of Fort Collins
✓ The People's Health Clinic	Mutual Expectations / Non- Profit Partner Agreement	2015	Park City Food & Wine Classic
✓ RC Special Events	Sponsorship Agreement	2015 - 2016	Taste of Fort Collins and Steamboat Wine Festival
✓ Resort Group	Trade Agreement	2015	Steamboat Wine Festival
Sheraton Steamboat Resort and Villas	Sponsorship Agreement	2015	Steamboat Wine Festival
Cupcake Vineyards	Beverage Agreement	2015	Taste of Fort Collins
Sky Lodge	Trade Agreement	2015	Park City Food & Wine Classic

Company	Contract	Year	Event
Sprouts Farmers Market	Sponsorship Agreement	2015	Taste of Fort Collins
✓ Steamboat Ski & Resort Corporation	Mutual Expectation and Event License Agreement	2015	Steamboat Wine Festival
✓ Wine Enthusiast Magazine	Media Barter Agreement	2015	Steamboat Wine Festival
5280 Publishing	Insertion Order Contract	2015	Steamboat Wine Festival
✓ Stella Artois	Sponsorship Agreement	2015	Park City Food & Wine Classic and Steamboat Wine Festival
✓ Swire Coca-Cola, USA	Sponsorship Agreement	2015	Park City Food & Wine Classic
Tahoe Kitchen Co.	Sponsorship Agreement	2015	Park City Food & Wine Classic
Fine Cooking	Media Partnership Agreement	2015	Park City Food & Wine Classic and Steamboat Wine Festival
✓ Townsquare Media, Inc.	Promotional Support Agreement	2015	Taste of Fort Collins
WiesnerMedia, "Mountain Living magazine"	Sponsorship Agreement	2015	Steamboat Wine Festival
Uber	Sponsorship Agreement	2015	Taste of Fort Collins
Waldorf Astoria Park City	Sponsorship Agreement	2015	Park City Food & Wine Classic
Waldorf Astoria Park City	Sponsorship Agreement	2014	Park City Food & Wine Classic
✓ Wilbur's Liquors	Sponsorship Agreement	2015	Taste of Fort Collins
Waste Management Inc.	Service Proposal	2015	Taste of Fort Collins
Waste Management Inc.	Service Proposal	2014	Taste of Fort Collins
✓ Wyndham Vacation Rentals	Sponsorship Agreement	2015	Steamboat Wine Festival
Aurum Food and Wine	Event Host Agreement	2014	Steamboat Wine Festival
Ladder Soul Music, LLC f/s/o Andrew Grammer	Performance Contract	2015	Taste of Fort Collins
Frogs Head Records Inc. (Atlas Genius)	Performance Contract	2015	Taste of Fort Collins
The Mowgli's Music, LLC	Performance Contract	2015	Taste of Fort Collins
Smash Mouth Music, Inc.	Performance Contract	2015	Taste of Fort Collins
Double L Ztouring, LLC (Collective Soul)	Performance Contract	2014	Taste of Fort Collins
American Authors Touring	Performance Contract	2014	Taste of Fort Collins
Altitude Event and Marketing	Event Management Services Agreement	2015	Park City Food & Wine Classic

Schedule 3.7 - Permits

Taste of Fort Collins

Parks & Rec Permits:

Large Event Application

City of Fort Collins Permits:

Special Event Permit

Liquor Permit

Street Banners

Traffic Control Plan

Noise Ordinance

Police Dept. Permits:

Request for Off-Duty Officers

Park City Food & Wine Classic

Master Festival License with the city of Park City

<http://www.parkcity.org/home/showdocument?id=6798>

must be approved to have large events within the city limits

Single Event permit with UDABC

http://abc.utah.gov/license/documents/summary_single_event.pdf

In Utah you cannot operate under a restaurant's liquor license; you must pull a permit in order to bring in outside alcohol (every event/seminar must have this as well as local consents)

Steamboat Wine Festival

Special Activity permit with the city

<http://co-steamboatsprings.civicplus.com/DocumentCenter/View/5663> Approval from the city to conduct the event within town limits

Special events permit (liquor license)

<http://www.co.routt.co.us/index.aspx?NID=137>

Any venue that does not have its own license must have one of these

Schedule 3.9(a) - List of All Transferred IP

Taste of Fort Collins

Domains:

ATASTEOFFORTCOLLINS.COM
TASTEOFFORTCOLLINS.COM

Dbase:

6439 emails

Social Media Accounts:

Facebook
Instagram
Twitter

App:

CrowdTorch

Park City Food & Wine Classic

Domains:

PARKCITYFOODANDWINE.COM
PARKCITYFOODANDWINECLASSIC.COM
PARKCITYWINEANDFOOD.COM
PARKCITYWINEANDFOODCLASSIC.COM
PARKCITYWINECLASSIC.COM
THEPARKCITYCLASSIC.COM

Dbase:

7387 emails

Social Media Accounts:

Facebook
Instagram
Twitter

App:

CrowdTorch

Steamboat Wine Festival

Domains:

STEAMBOATWINEFESTIVAL.COM

Dbase:

5354 emails

Social Media Accounts:

Facebook
Instagram
Twitter

App:

CrowdTorch

Schedule 3.14 - Agreements with D&O/Consultants/Employees

TPP Employee Handbook

TPP Employee Agreement

Schedule 5.6(b) - Breckenridge Event

Event Location: Breckenridge & Summit County, Colorado

Event Dates: 3-5 consecutive days (including a weekend) in September of every year

Event Theme: Wine Festival

10 - 20 events around the town

Schedule 5.6(c) - TSQ States

ALABAMA
ARKANSAS
COLORADO
CONNECTICUT
IDAHO
ILLINOIS
INDIANA
IOWA
KENTUCKY
LOUISIANA
MAINE
MASSACHUSETTS
MICHIGAN
MINNESOTA
MISSOURI
MONTANA
NEW HAMPSHIRE
NEW JERSEY
NEW YORK
NORTH DAKOTA
OKLAHOMA
SOUTH DAKOTA
TEXAS
WASHINGTON
WYOMING