

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Enterprise, LLC		01/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Unfranchise Business Services, LLC		
Street Address:	Beachfront Residences Dorado Beach Resort, West Beach Unit 13		
City:	Dorado		
State/Country:	PUERTO RICO		
Postal Code:	00646		
Entity Type:	Limited Liability Company: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4223003	MEETMUSIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	336-605-0040		
Email:	trademarks@marketamerica.com		
Correspondent Name:	Shawn Christenbury		
Address Line 1:	1302 Pleasant Ridge Road		
Address Line 4:	Greensboro, NORTH CAROLINA 27409		
NAME OF SUBMITTER:	Shawn Christenbury		
SIGNATURE:	/Shawn Christenbury/		
DATE SIGNED:	02/14/2017		
Total Attachments: 4			
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OP \$40.00 4223003

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 31 day of January, 2017 (the "Effective Date") by and between Live Enterprise, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 3250 NE 1st Ave, Suite 305, Miami, FL 33137 ("Assignor") and Unfranchise Business Services, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Puerto Rico and having its principal place of business at Beachfront Residences at Dorado Beach Resort, West Beach Unit No. 13, Dorado, Puerto Rico 00646 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. services marks, both registered, and filed with the United States Trademark Office, as listed in attached Exhibit A or otherwise known as "MeetMusic" (the "Mark");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark.
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Mark;
 - (ii) all registrations for the Mark is currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
 - (iv) there are no liens or security interests against the Mark;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

4. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

5. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of North Carolina, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of North Carolina. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

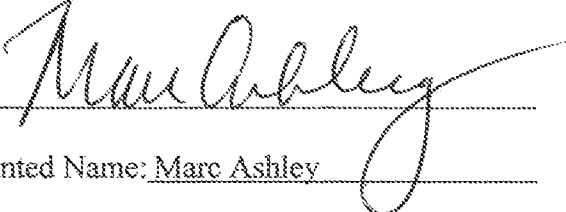
(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.


LIVE ENTERPRISE, LLC



Printed Name: Marc Ashley

Title: Member

UNFRANCHISE BUSINESS SERVICES, LLC



Printed Name: Martin L. Weissman

Title: Member

TRADEMARK ASSIGNMENT AGREEMENT
EXHIBIT A

<u>Serial No.</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
85383155	U.S.	MeetMusic	4223003	10/09/2012