

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SFXE IP LLC		02/05/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	React Presents, LLC		
<b>Street Address:</b>	9200 Sunset Boulevard		
<b>Internal Address:</b>	Suite 1201		
<b>City:</b>	West Hollywood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90069		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4979221	MAMBY	
<b>Registration Number:</b>	5004826	TRANCE ARENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122036651		
<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>			
<b>Phone:</b>	2122036651		
<b>Email:</b>	docketing@boagip.com		
<b>Correspondent Name:</b>	David A. Boag		
<b>Address Line 1:</b>	175 Varick St.		
<b>Address Line 4:</b>	New York, NEW YORK 10014		
<b>NAME OF SUBMITTER:</b>	David A. Boag		
<b>SIGNATURE:</b>	/David A. Boag/		
<b>DATE SIGNED:</b>	09/16/2020		
<b>Total Attachments: 7</b>			
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**ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE** (this “Agreement”) is made as of February 5, 2020, by and between SFXE IP LLC, a Delaware limited liability company (“Assignor”), and React Presents, LLC, a Delaware limited liability company (“Assignee”). Each party hereto may be referred to herein as a “Party” and collectively as the “Parties”. Capitalized terms used but not expressly defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined herein).

**WHEREAS**, the Parties are Affiliates of LiveStyle NA Live Holdings, Inc., a Delaware corporation (“Seller”);

**WHEREAS**, in connection with the proposed Membership Interest Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Seller, LiveXLive Media, Inc., a Delaware corporation (“Parent”), and LiveXLive Events, LLC, a Delaware limited liability company (“Buyer”), Seller desires to, among other things, sell to Buyer all of its right, title and interest in and to the Membership Interests of Assignee to Buyer pursuant to the terms of the Purchase Agreement;

**WHEREAS**, Assignor currently holds all right, title and interest in and to certain Intellectual Property used by Assignee in the Business; and

**WHEREAS**, in connection with the Purchase Agreement, immediately prior to the Closing, Assignor desires to assign, convey, transfer and deliver, and Assignee desires to assume and hold, all of Assignor’s right, title and interest in and to the trademarks set forth in Exhibit A attached hereto (the “Marks”) and such other Intellectual Property related thereto (the “Transferred Assets”).

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Section 1.     Assignment and Conveyance of the Transferred Assets.

(a)     Effective immediately prior to the Closing, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, irrevocably and in perpetuity throughout the universe, all of Assignor’s right, title, and interest in and to the Transferred Assets, together with the goodwill represented thereby and connected therewith, all applications and registrations thereof, any renewal rights therein, all causes of action for any and all past, present or future infringements or misappropriations of the Transferred Assets and the right to receive and retain any proceeds relating thereto, the right to file applications and secure registrations thereof and to renew, extend, maintain, abandon or otherwise control any such Transferred Assets, and the exclusive right to enforce the Transferred Assets throughout the world in the sole name of Assignee, its successors and assigns; and the aforesaid transferred rights, title

and interests to be held and enjoyed by Assignee, its successors, and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby waives any and all claims that it may now or hereafter have in any jurisdiction to so-called "moral rights" or "droits morales". Without limiting the generality of the foregoing grant, Assignor acknowledges that Assignee and its successors and assigns shall have the sole and exclusive right in perpetuity and throughout the universe to use, license, exploit, sell, assign, or otherwise dispose of all or any part of the Transferred Assets, in any format or version, by any means and in any media, now known or hereafter developed.

(b) Assignor hereby acknowledges and agrees that, as between the Parties, Assignee shall own all rights, title and interest in and to any modifications, translations, developments, improvements, advances, derivative works or other revisions to or inventions, materials, products, processes, or compositions prepared, developed or created by or on behalf of Assignee based on all or any portion of the Transferred Assets, including, without limitation, all Intellectual Property therein or thereto.

(c) Assignor hereby authorizes Assignee to request the relevant Authority in each applicable jurisdiction to record Assignee as the assignee and owner of such Transferred Assets and hereby consents to such recordal. Assignor further covenants that, at the request of Assignee, Assignor will at all times do all such further acts and execute all such documents, as may be reasonably necessary or desirable to secure the rights of Assignee to all of the rights assigned to Assignee hereunder, consummate the assignments and assumptions contemplated by this Agreement and assist in the resolution of any questions or challenges concerning the Transferred Assets. Assignor hereby agrees to fully cooperate with Assignee in all matters concerning the implementation of the provisions of this Agreement, including, without limitation, the filing of assignments or otherwise recording the transfer of ownership in and to the Transferred Assets with the United States Patent and Trademark Office, United States Copyright Office, other applicable federal or state governmental entities and domain name registrars, or the taking of other actions reasonably necessary or advisable, to transfer all Transferred Assets to Assignee. Assignor further covenants that, upon Assignee's request, Assignor will promptly provide Assignee with all pertinent facts and documents relating to the Transferred Assets as may be (or later become) known and accessible to Assignor, and Assignor will testify as to the same in any proceeding or litigation related to the Transferred Assets and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for obtain, maintain and enforce the Transferred Assets, which may be necessary or desirable to carry out the purposes of this IP Assignment.

(d) Notwithstanding anything to the contrary contained herein, Assignor does not hereby assign, convey, transfer or otherwise deliver to Assignee any other assets held by Assignor or any of its Affiliates except as expressly set forth in this Section 1.

Section 2. Disclaimer of Warranties. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE TRANSFERRED ASSETS,

INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS AGREEMENT, ASSIGNEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY ASSIGNOR, OR ANY OTHER PERSON ON ASSIGNOR'S BEHALF.

Section 3. Assumption of Liabilities. In partial consideration for the transactions contemplated by Section 1, on the date hereof, Assignee, effective as of the date hereof, hereby assumes, becomes responsible for and agrees to pay, discharge or perform (when due), as applicable, all of the Liabilities, obligations, commitments and indebtedness, whether known or unknown, whether express or implied, absolute, accrued, contingent, liquidated or otherwise of Assignor relating to the Transferred Assets.

Section 4. Severability. If any of the provisions set forth in this Agreement is not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforced to the extent valid and enforceable.

Section 5. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 6. Amendment. This Agreement may not be amended except in a writing signed by all of the Parties.

Section 7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 8. Notices. All notices and other communications hereunder will be in writing and will be deemed received (a) on the date of delivery if delivered personally or by other electronic means (in the case of electronic means with copies by next day air courier or by registered or certified mail, return receipt requested, postage prepaid), (b) on the first (1<sup>st</sup>) Business Day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the fifth (5<sup>th</sup>) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder must be delivered as set forth below, or pursuant to instructions as may be designated in writing by the Party to receive such notice:

If to Assignor, addressed as follows:

LiveStyle NA Live Holdings, Inc.  
9171 Wilshire Blvd., Suite 500  
Beverly Hills, CA 90210  
Attention: General Counsel  
Attention: Charles Ciongoli  
E-mail: [aenriquez@lifestyle.com](mailto:aenriquez@lifestyle.com), [cciongoli@lifestyle.com](mailto:cciongoli@lifestyle.com)

If to Assignee, addressed as follows:

React Presents, LLC  
c/o LiveXLive Media, Inc.  
9200 Sunset Boulevard, Suite 1201  
West Hollywood, CA 90069  
Attention: CEO  
E-mail: [rob@livexlive.com](mailto:rob@livexlive.com)

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

Foley Shechter Ablovatskiy LLP  
1359 Broadway, 20th Floor, Suite 2001  
New York, NY 10018  
Attention: Sasha Ablovatskiy, Esq.  
E-mail: [sablovatskiy@foleyshechter.com](mailto:sablovatskiy@foleyshechter.com)

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

Section 9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall together constitute but one document.

Section 11. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. In the event of any dispute arising out of this Agreement, the Parties shall file suit in a court of competent jurisdiction located in the State of California in Los Angeles, California and the County of Los Angeles, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The

Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. In the event that any Party institutes any legal suit, action, or proceeding against the other Party, the prevailing Party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the date first above written.

**ASSIGNOR:**

SFXE IP LLC

DocuSigned by:  
*Charles C Ciongoli*  
By: \_\_\_\_\_  
Name: Charles Ciongoli  
Title: Chief Financial Officer, Secretary

**ASSIGNEE:**

REACT PRESENTS, LLC

DocuSigned by:  
*Charles C Ciongoli*  
By: \_\_\_\_\_  
Name: Charles Ciongoli  
Title: Chief Financial Officer, Secretary



**EXHIBIT A**

**MARKS**

**TRADEMARK AND SERVICE MARK REGISTRATIONS:**

<b>Authority</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Literal Mark</b>	<b>Class</b>
USPTO	86555614	4979221	MAMBY	41
USPTO	86555614	5004826	TRANCE ARENA	41

**TRADEMARK AND SERVICE MARK APPLICATIONS:**

None.

*{Exhibit to Assignment and Assumption Agreement and Bill of Sale}*