

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370070

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900349310		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Somerset Group, Ltd.		11/30/2015	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital Funding LLC		
<b>Street Address:</b>	1500 SW 11th Avenue Suite 1001		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3306860	LIFESCAPES	
<b>Registration Number:</b>	2587451	PLATINUM LEGENDS	
<b>Registration Number:</b>	2392800	'TIS THE SEASON	
<b>Registration Number:</b>	2246941	REFLECTIONS OF NATURE	
<b>Registration Number:</b>	2168815	AVALON	
<b>Registration Number:</b>	1543364	SOLITUDES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032281741		
<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>	503-228-6044		
<b>Email:</b>	pmigchelbrink@fwwlaw.com		
<b>Correspondent Name:</b>	Paul Migchelbrink		
<b>Address Line 1:</b>	121 SW Morrison Street #600		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>NAME OF SUBMITTER:</b>	Paul Migchelbrink		
<b>SIGNATURE:</b>	/Paul Migchelbrink/		
<b>DATE SIGNED:</b>	01/21/2016		

**Total Attachments: 3**

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## ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY (the "Assignment") made as of this 30<sup>th</sup> day of November, 2015, by ALLEGRO CORPORATION, an Oregon corporation and SOMERSET GROUP LTD., an Oregon corporation (collectively the "Assignor"), to DIGITAL FUNDING LLC, a Delaware limited liability company (the "Assignee").

### RECITAL:

Assignee and Assignor are parties to a Master Recording Purchase Agreement, dated as of November 30, 2015 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets (as defined in the Agreement), including without limitation the Seller Intellectual Property (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title, and interest in and to all of Assignor's copyrights arising out of or related to the master video and audio recordings described in the Agreement (the "Recordings"), including but not limited to the copyrights listed on Exhibit 1.1(g) of the Agreement, all registrations for them, all applications pending for them, all of Assignor's trade names and trademarks arising out of or relating to the Recordings, all registrations for them and all applications pending for them, and all of Assignor's other proprietary and intangible property arising out of or relating to the Recordings (all of the foregoing being referred to herein as the "Assignor Intellectual Property").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under the Assignor Intellectual Property, and all rights to sue for infringement of any Assignor Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

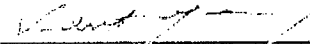
Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

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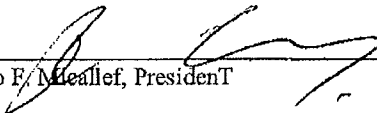
IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

**ASSIGNOR:**

**ALLEGRO CORPORATION,**  
an Oregon corporation

By:   
\_\_\_\_\_  
Vincent A. Micallef, Chief Financial Officer

**SOMERSET GROUP, LTD.,**  
an Oregon corporation

By:   
\_\_\_\_\_  
Rico E. Micallef, President

**1. US Registered Trademarks:**

Word Mark	Serial Number	Registration Date
LIFESCAPES	3306860	10/9/2007
PLATINUM LEGENDS	2587451	7/2/2002
'TIS THE SEASON	2392800	10/10/2000
REFLECTIONS OF NATURE	2246941	5/25/1999
AVALON	2168815	6/30/1998
SOLITUDES	1543364	6/13/1989

**2. Domain Names**

The Company is the Account Holder of the following Domain Names:

Domain Name	Account No.	Points To	Auto Renew	Expiration Date
burnsiderecords.com	25364987	qiclab.scn.rain.com   ns2.scnresearch	Off	3/7/2017
lifescapesmusic.com	25364987	ADNS Services	On	3/29/2016