

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downtown Records LLC		05/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMG Recordings, Inc.		
Street Address:	2220 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4483617	DOWNTOWN RECORDS	
Registration Number:	4376320	DOWNTOWN	
Registration Number:	4625514	DOWNTOWN FESTIVAL	
Serial Number:	85809356	DOWNTOWN RECORDINGS	
CORRESPONDENCE DATA			
Fax Number:	3108651971		
<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:	310-865-1708		
Email:	brent.labarge@umusic.com		
Correspondent Name:	Brent LaBarge		
Address Line 1:	2220 Colorado Avenue		
Address Line 2:	Universal Music Group		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	Brent LaBarge		
SIGNATURE:	/Brent LaBarge/		
DATE SIGNED:	05/31/2016		
Total Attachments: 4			
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TRADEMARK

REEL: 005803 FRAME: 0242

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of May 18, 2016, by and between DOWNTOWN RECORDS LLC, with offices located at 568 Broadway, Suite 705, New York, New York 10012 ("Assignor"), a Delaware corporation, as assignor, in favor of UMG RECORDINGS, INC., with offices located at 2228 Colorado Avenue, Santa Monica, California 90404 ("Assignee"), a Delaware corporation, as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor owns all right, title and interest in and to the DOWNTOWN RECORDS, DOWNTOWN RECORDINGS, DOWNTOWN FESTIVAL, and DOWNTOWN Logo (a copy of which is attached as Exhibit "A" hereto) trademarks and service marks, and all combinations and variations thereof and all logos associated therewith throughout the world, together with all applications and registrations therefor, including, without limitation, U.S. Registration Nos. 4483617, 4376320, and 4625314, and U.S. Application Serial No. 85809356 (collectively, the "Trademarks");

WHEREAS, Assignor owns all right, title and interest in and to all copyright-protected designs embodied in the Trademarks (collectively, the "Copyrights," and together with the Trademarks, the "Assigned Property");

WHEREAS, Assignor is assigning the Trademarks, Copyrights, and the registrations and application therefor as part of the entire business to which the Trademarks pertain;

WHEREAS, Assignee is the successor of the ongoing and existing business to which the Trademarks pertain and desires to acquire all of Assignor's right, title and interest in and to the Trademarks and Copyrights, and

WHEREAS, in exchange for the consideration set forth in the Purchase Agreement dated as of the date hereof between Assignor and Assignee pursuant to which Assignee purchased Assignor's music catalog (the "Purchase Agreement"), and for other good and valuable consideration, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademarks, all rights

of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration of the Trademarks, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.

2. Assignment of Copyrights. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Copyrights throughout the world. Assignor further transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Copyrights, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this Assignment had not been made, together with all rights of recovery and of legal action for past infringements of the Copyrights, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Copyrights.

3. Representations, Warranties and Covenants. Subject to the provisions of the Amended and Restated Limited Liability Company Agreement of Downtown Trademark Holdings LLC, Assignor represents and warrants that (i) it owns all right, title and interest in and to the Assigned Property free and clear of all liens and encumbrances; (ii) it has full legal right, power and authority to sell, assign and transfer the Assigned Property and to perform Assignor's obligations under this Assignment, and that no third party has the right to prevent Assignor from performing such obligations; (iii) it has not entered into any agreement that conflicts with this Assignment; (iv) it does not own and has not granted any rights that will interfere with Assignee's use of the Assigned Property; and (v) as of the effective date of this Assignment, there exists no (a) valid basis for any claim that the use of the Trademarks or Copyrights infringes the intellectual property or proprietary rights held by any third party; or (b) claim currently challenging the enforceability of, or validity of any registrations for, the Trademarks or Copyrights.

4. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of, the breach by Assignor of any of the representations or warranties made by Assignor under this Assignment; Assignor's use of the Assigned Property prior to the date of this Assignment; Assignor's failure to perform its obligations under this Assignment; or any claims that arise in connection with Assignee's use of the Assigned Property in connection with a record label.

5. Consent to Use and Register. In the event that Assignor's consent is necessary for Assignee to use and/or register the Assigned Property in association with the goods and services provided by a record label (including merchandising), Assignor shall provide Assignee with its written consent to such use and/or registration promptly upon Assignee's first request therefor, at Assignee's cost.

6. Further Assurances.

a. Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee, including, but not limited to, executing the consents referenced in the immediately preceding paragraph. In addition, Assignor will, at the reasonable request of Assignee and at the sole cost and expense of Assignee, but without additional compensation, promptly, sign, execute, make and do all such deeds, documents, acts and things as Assignee may reasonably require to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

b. Power of Attorney. If Assignee is unable, for any reason, to secure Assignor's signatures on any copyright or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, that Assignor is required (but failed, following the reasonable written request of Assignee) to provide hereunder, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stand solely to execute and file any and all such applications, registrations, and other documents and do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

DOWNTOWN RECORDS, LLC
By: [Signature]
Title: Co-Chairman
Date: 5/19/2016

UMC RECORDINGS, INC.
By: [Signature]
Title: Serra Van Hook
Date: 5/20/16

EXHIBIT "A"
Downtown Logo

