

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371162

<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>
SFX IP LLC		01/27/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SFXE IP, LLC		
<b>Street Address:</b>	902 BROADWAY, 15TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4785738	FLAVORUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	MARK S. LEONARDO		
<b>Address Line 1:</b>	ONE FINANCIAL CENTER		
<b>Address Line 2:</b>	BROWN RUDNICK LLP		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	26794/159		
<b>NAME OF SUBMITTER:</b>	MARK S. LEONARDO		
<b>SIGNATURE:</b>	/MARK S. LEONARDO/		
<b>DATE SIGNED:</b>	01/29/2016		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of January 27, 2016 and effective as of October 7, 2015, is made and entered into by and between SFX IP LLC, a Delaware limited liability company (“**Assignor**”), and SFXE IP, LLC, a Delaware limited liability company (“**Assignee**”).

**WHEREAS**, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, Assignor’s rights in the Trademarks set forth in Schedule A.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:


1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee the entire right, title, interest in, to and under the Trademarks set forth in Schedule A, to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee any and all causes of action and rights to bring suit for past infringement of the Trademarks set forth in Schedule A.
2. Assignor hereby represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.
3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademark.
4. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee’s ownership of, the Trademarks as set forth in Schedule A.
5. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor’s place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 4 above.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.


**ASSIGNOR:**

**SFX IP LLC**

By:   
Name: Richard Rosenstein  
Title: CFO

**ASSIGNEE:**

**SFXE IP LLC**

By:   
Name: Richard Rosenstein  
Title: CFO

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 005719 FRAME: 0530**

**SCHEDULE A**  
**TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Jurisdiction</b>
FLAVORUS	SFX IP LLC	4785738	United States