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ASSIGNMENT OF FEDERALLY REGISTERED TRADEMARK

WHEREAS, **JEFF L. KAPLAN**, an individual having his principal place of business at P.O. Box 11106, Ft. Lauderdale, Florida 33339 (“Assignor”), is the owner of the registered trademark “**B.U.M. SYSTEMS ‘BUYING USED MUSIC’**” (the “Registered Trademark”), now registered in the United States Patent and Trademark office as Registration No. 2,141,653 (Registration Date 3/10/98 in Class 42); and

WHEREAS, **B.U.M. INTERNATIONAL, INC., a Nevada Corporation**, having his principal place of business at 1500 Broadway, 22nd Floor, New York, New York 10036 (“Assignee”) is desirous of acquiring said Registered Trademark.

NOW, THEREFORE, in consideration of the sum of Five Thousand Dollars (\$5,000) and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to said Registered Trademark together with the goodwill of the business symbolized by said Registered Trademark and the Registration thereof.

Assignor represents and warrants to Assignee as follows:

1. He is the sole, lawful owner of the Registered Trademark.
2. The Registered Trademark is not subject to any lien, security interest or encumbrance of any nature whatsoever.
3. Assignor has not entered into any other agreement (including, but not limited to, options or rights of first refusal) to sell or assign the Registered Trademark, or any interest therein, to any other person or entity.
4. There are no license agreements (or similar agreements granting to any other person or entity any rights to use the Registered Trademark) presently in effect, and Assignor has not agreed or committed to enter into any such license or similar agreements.

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1 5. Assignor has received no notice of any claims, demands or objections to the
2 registration of the Registered Trademark (other than the claims of Assignee), and no actions are
3 pending or threatened against Assignor with respect to the Registered Trademark or the
4 registration or use thereof (other than actions threatened by Assignee).

5 By accepting this Assignment, Assignee hereby releases Assignor from any and all
6 claims, demands, actions and causes of action which Assignee may have against Assignor
7 relating in any way to Assignor's registration or use of the Registered Trademark, including, but
8 not limited to, claims of trademark infringement and unfair competition, which occurred prior to
9 the date hereof.

10 Executed at Ft. Lauderdale, Florida this 22 of May, 1998.

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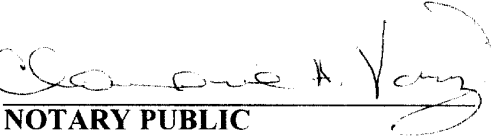


JEFF L. KAPLAN

STATE OF FLORIDA)
COUNTY OF Broward) ss.

The foregoing instrument was acknowledged before me this 22 day of
May, 1998, by JEFF L. KAPLAN. He is personally known to me or has
produced FL DL X145-422-58-324-0 1988 as identification.

WITNESS my hand and official seal.



NOTARY PUBLIC

[SEAL]

