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FORM PTO-1594 U.S.  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



100836751

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BMG Music  
 individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other

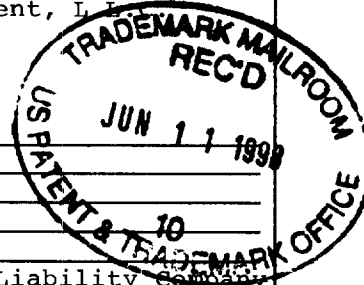
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Volcano Entertainment, L.P.  
1540 Broadway  
New York, NY

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No



3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,742,135                      1,831,173  
1,742,509

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: Jenifer Paine, Esq.  
Address: Paul Hastings Janofsky & Walker  
399 Park Avenue - 31st Fl.  
New York, NY 10022

6. Total number of applications and registrations involved:..... [3]

7. Total fee (37 CFR 3.41)..... \$80.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge:

8. Deposit Account No:

06/29/1998 DNGUYEN 00000207 1742135

01 FC:481                      40.00 OP  
02 FC:482                      25.00 OP  
03 FC:998                      15.00 OP

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jenifer Paine  
Name of Person Signing

Jenifer Paine 9/14/98  
Signature

09/21/1998 DNGUYEN 00000186 1742135 -15.00  
06/29/1998 DNGUYEN 00000207 1742135  
03 FC:998

Total number of pages including cover sheet, attachments, and document: [9]

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trademarks, Box Assignments  
2900 Crystal Drive  
Arlington, VA 22202-3513

09/21/1998 DNGUYEN 00000186 1742135

01 FC:482                      25.00 OP

## WORLDWIDE ASSIGNMENT OF MARKS

WHEREAS, BMG MUSIC, a New York general partnership with offices at 1540 Broadway, New York, NY 10036 ("Assignor"), has adopted, has used and is using certain trademarks and service marks and registration and applications therefor, identified and listed on Annex A hereto (collectively, the "Scheduled Marks"); and

WHEREAS, VOLCANO ENTERTAINMENT L.L.C., a Delaware limited liability company with offices at 1540 Broadway, New York, NY 10036 ("Assignee"), desires to acquire said Scheduled Marks;

WHEREAS, Assignee is a successor to the business of Zoo Entertainment, the division of Assignor to which the Scheduled Marks pertain, and that business is existing and ongoing;

NOW, THEREFORE, for TEN AND NO/100 DOLLARS (\$10) and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever, whatever right, title and interest it has, whether under statute or at common law, in and to the Scheduled Marks, together with the goodwill of the business connected with or symbolized by them throughout the world, and all registrations and pending applications therefor, and all rights to obtain renewals, reissues and extensions of registrations or other legal protections pertaining thereto, in all countries throughout the world (collectively, "All Marks"), together with all rights to sue in equity or at law for any and all infringements or other impairments of All Marks occurring prior to the date of this Assignment, including the right to receive and retain the proceeds and damages relating to those infringements and other impairments.

Upon Assignee's written request, Assignor agrees to execute such further papers as are prepared by Assignee (or its counsel), at Assignee's sole cost and expense, and do such other acts, all as may be necessary and proper to assign all of Assignor's right, title and interest in and to All Marks to the Assignee and to record such assignment with all appropriate authorities worldwide, or which may be necessary to obtain, renew, issue or enforce All Marks worldwide.

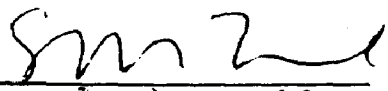
Any and all costs and expenses, including attorneys fees, for such acts and for the preparation, review and execution of such documents (including, without limitation, all costs and expenses incurred by Assignee in connection with Assignor's review and analysis of such documents), as well as for the recording of this Assignment, in a form appropriate under the relevant local law, with all appropriate authorities in the United States and worldwide shall be the sole responsibility of the Assignee and shall be borne by Assignee.

This Assignment is effective as of the 26th day of August, 1996.

IN WITNESS WHEREOF, BMG Music has caused this Trademark Assignment to be executed and delivered as of this 26<sup>th</sup> day of August, 1996.


BMG MUSIC, a New York general partnership

By: BERTELSMANN MUSIC GROUP, INC., a Delaware corporation, a general partner

By:   
Name: STEVEN ZIEFF  
Title: PRESIDENT OF BMG MUSIC

IN WITNESS WHEREOF, Volcano Entertainment L.L.C. accepts this Trademark Assignment executed and delivered as of this 26<sup>th</sup> day of August, 1996.

VOLCANO ENTERTAINMENT L.L.C., a Delaware limited liability company

By:   
Name: Kevin Czinger  
Title: Managing Member

**Notarial Acknowledgement**

State of New York )  
 ) ss.:  
County of New York )

On the 20<sup>th</sup> day of August, 1996 before me personally came Stavros E. Bantz to me known, who being by me duly sworn, did depose and say that he/she is President M.A. of BERTELSMANN MUSIC GROUP, INC., a Delaware corporation, and a general partner of BMG MUSIC, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors.

**GARY L. WITTMAN**  
Notary Public, State of New York  
No. 24-4897619  
Qualified In Kings County  
Commission Expires June 1, 1997

[Notarial Seal]

*Gary L. Wittman*  
Notary Public

State of New York )  
 ) ss.:  
County of New York )

On the 26<sup>th</sup> day of August, 1996 before me personally came Kevin Czinger, to me known, who being by me duly sworn, did depose and say that he is Managing Member of the Volcano Entertainment L.L.C., the Delaware limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Executive Committee.

**GARY L. WITTMAN**  
Notary Public, State of New York  
No. 24-4897619  
Qualified In Kings County  
Commission Expires June 1, 1997

[Notarial Seal]

*Gary L. Wittman*

## SCHEDULE OF TRADEMARKS

Mark	Reg. or Appl. No.	Reg. Date or Filed Date
<i>United States:</i>		
ZOO ENTERTAINMENT	Reg. No. 1,742,135	December 22, 1992
ZOO ENTERTAINMENT	Reg. No. 1,742,509	December 22, 1992
ZOOSTREET and Design	Reg. No. 1,831,173	April 19, 1994
<i>Puerto Rico:</i>		
ZOO ENTERTAINMENT (new)	pending	June 6, 1996
ZOO ENTERTAINMENT (new)	pending	June 6, 1996

Outside U.S.

SCHEDULE OF TRADEMARKS

Mark	Country	Reg. or Appl. No.
ZOO (logo)	Argentina	1.549.040
ZOO (logo)	Australia	A549239
ZOO (logo)	Austria	136 511
ZOO (logo)	Belarussia	2306
ZOO (logo)	Benelux	493 358
ZOO (logo)	Brazil	816 026 963
ZOO (logo)	Bulgaria	19694
ZOO (logo)	Canada	674 104 (Appl.)
ZOO ENTERTAINMENT	Canada	443 788
ZOO ENTERTAINMENT (new)	Canada	Pending
ZOO ENTERTAINMENT (new logo)	Canada	Pending
ZOO (logo)	Chile	167920
ZOO (logo)	China	587 417
ZOO (logo)	Croatia	Z-01/1970/93 (Appl.)
ZOO (logo)	Czech Republic	170 312
ZOO (logo)	Denmark	05274/1992
ZOO (logo)	Estonia	08978
ZOO (logo)	Finland	131642
ZOO (logo)	France	1725842
ZOO (logo)	Georgia	5995/03 (Appl.)
ZOO (logo)	Germany	2007784

Mark	Country	Reg. or Appl. No.
ZOO (logo)	Greece	102 513 (Appl.)
ZOO (logo)	Hong Kong	06203/1994
ZOO (logo)	Hungary	H132 421
ZOO (logo)	Ireland	151 606
ZOO (logo)	Italy	620 667
ZOO (logo)	Japan	2 684 501
ZOO (logo)	Japan	2 678 853
ZOO ENTERTAINMENT (new)	Japan	Pending
ZOO ENTERTAINMENT (new)	Japan	Pending
ZOO ENTERTAINMENT (new)	Japan	Pending
ZOO ENTERTAINMENT (new)	Japan	Pending
ZOO ENTERTAINMENT (new)	Japan	Pending
ZOO ENTERTAINMENT (new)	Japan	Pending
ZOO ENTERTAINMENT (new logo)	Japan	Pending
ZOO ENTERTAINMENT (new logo)	Japan	Pending
ZOO ENTERTAINMENT (new logo)	Japan	Pending
ZOO ENTERTAINMENT (new logo)	Japan	Pending
ZOO ENTERTAINMENT (new logo)	Japan	Pending
ZOO ENTERTAINMENT (new logo)	Japan	Pending
ZOO (logo)	Korea (South)	245 299
ZOO (logo)	Korea (South)	247 867
ZOO (logo)	Latvia	M 14 812

Mark	Country	Reg. or Appl. No.
ZOO (logo)	Lithuania	9358
ZOO (logo)	Macedonia	Z-1640/94 (Appl.)
ZOO (logo)	Malaysia	MA/423/91 (Appl.)
ZOO (logo)	Mexico	401 298
ZOO (logo)	New Zealand	207 784
ZOO ENTERTAINMENT	Philippines	58402
ZOO (logo)	Poland	72389
ZOO (logo)	Portugal	271 180
ZOO (logo)	Romania	18943
ZOO (logo)	Russian Federation	99 839
ZOO (logo)	Singapore	S/309/91 (Appl.)
ZOO (logo)	Slovenia	947 0200
ZOO (logo)	Spain	1 616 277
ZOO (logo)	Slovakia	170 312
ZOO (logo)	Sweden	234 836
ZOO (logo)	Switzerland	387 428
ZOO (logo)	Taiwan	540749
ZOO (logo)	Taiwan	558048
ZOO (logo)	Thailand	152 822
ZOO (logo)	United Kingdom	1452399
ZOO ENTERTAINMENT (new)	United Kingdom	2103944
ZOO ENTERTAINMENT (new logo)	United Kingdom	2103942



<b>Mark</b>	<b>Country</b>	<b>Reg. or Appl. No.</b>
ZOO (logo)	Ukraine	44 071
ZOO (logo)	Yugoslavia	Z-1169/91 (Appl.)