

06-25-1999

Docket No.:

770101/300



101078030

documents or copy thereof.

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To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

Velocity Music, Inc.
c/o Foley & Lardner

- Individual(s)
 - General Partnership
 - Corporation-State New York
 - Other _____
- Association
 - Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Purchase Agreement
- Merger
- Change of Name

Execution Date: June 3, 1999

2. Name and address of receiving party(ies):

Name: Taste Media, Inc.
c/o Hall Dickler Kent Friedman & Wood, LLP
Internal Address: _____

Street Address: 2029 Century Park East
City: Los Angeles State: CA ZIP: 90067

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

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

A. Trademark Application No.(s)

75/154,754

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Steven Sessa, Esq.
Internal Address: Hall Dickler Kent Friedman & Wood, LLP

Street Address: 2029 Century Park East

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

Gary H. Fechter
Name of Person Signing

Signature

June 22, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

Purchase Agreement and Assignment

WHEREAS, Paul Isaac, Ari Eisenstein and Gerson Lima, individuals and members of a musical group heretofore professionally known as "Muse" and Velocity Music, Inc. (all individually and collectively referred to as "Velocity Music") c/o Foley & Lardner, 3000 K Street, N.W. Suite 500, Washington D.C. 20003; attn Charles F. Schill, Esq., have adopted, used, are using and are the owners of the trademark/service mark MUSE for the following goods and/or services: phonograph records, compact discs, pre-recorded magnetic tapes, videocassette recordings, entertainment services, live musical performances, touring, product merchandising and the distribution and sale of music in any and all media (collectively referred to as the "Mark");

WHEREAS, Taste Media, Inc. ("Taste"), c/o Hall Dickler Kent Friedman & Wood LLP, 2029 Century Park East, Los Angeles, California 90067; attn Stephen E. Sessa, Esq., is desirous of acquiring all right, title and interest in and to said Mark.

NOW THEREFORE, the parties agree as follows:

1. In consideration of the sum of Twenty-Five Thousand Dollars (\$25,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, Velocity Music hereby sells, assigns, transfers and conveys to Taste, its successors or assigns, one hundred percent (100%) of all right, title and interest in and to said Mark together with all rights derived therefrom and all of the goodwill of the business symbolized by said Mark.
2. Velocity Music hereby agrees to execute all documents and to perform such other proper acts as Taste or its successors or assigns may deem reasonably necessary to secure to Taste or to its successors and assigns the rights hereby transferred.
3. Velocity Music hereby represents and warrants that: (i) they individually and collectively are the sole owners of the Mark, free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind and nature, other than Opposition Number 109,153 filed with the United States Patent and Trademark Office; (ii) the execution and delivery of this assignment will not conflict with or contravene any contractual restriction binding on said Velocity Music, including any license agreement relating to the Mark; and (iii) upon full execution of this assignment, Velocity Music shall immediately cease and desist from further using and/or exploiting the Mark in any way.
4. Velocity Music hereby further represents and warrants that they themselves and as members of a musical group heretofore known as MUSE are the owners of the Mark, that the Mark has been continuously used in interstate commerce since at least 1993, and that to the best of their knowledge no other person, firm, corporation, or

association has the right to use such Mark in commerce either in the identical form as used by said Velocity Music or in such near resemblance thereto as to be likely when used on or in connection with the good of such other person, to cause confusion, or to cause mistake. Notwithstanding the foregoing, Taste acknowledges that Velocity Music has informed Taste that there is a dispute between Velocity Music, Inc. and Joseph Pinnavia, Leah Pinnavia, James Wynne and Kirk Beers a/k/a MUSE concerning the rights in and to the Mark and that both parties are opposing the other parties rights in Opposition Number 109,153 before the Trademark Trial and Appeal Board.

5. Velocity Music hereby agrees to and does hereby indemnify, save, and hold Taste harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) arising out of or connected with any claim, demand or action by a third party which is inconsistent with any of the warranties, representations, or covenants made by Velocity Music in this agreement. Velocity Music agrees to reimburse Taste on demand, for any payment made by Taste at any time with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies.

6. Taste hereby represents and warrants that Taste, or its successors or assigns, shall seek to register the Mark in its name with the USPTO and shall take all reasonable steps in its ability to conclude and dismiss Opposition Number 109,153 pending before the Trademark Trial and Appeal Board. Velocity Music agrees to cooperate with Taste with regard to the foregoing dismissal and further agrees to sign any documents required by Trademark Trial and Appeal Board to effectuate such dismissal.

7. In the event of any action, suit or proceeding arising from or based upon this assignment brought by either party against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys fees in connection therewith in addition to the costs of that action, suit or proceeding.

8. This agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this agreement or of any of the terms or provisions hereof shall be binding upon either of us unless confirmed by a written instrument signed by both parties.

9. This agreement has been entered into in the State of New York, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of New York applicable to agreements entered into and performed entirely within the State of New York. The parties agree to be subject to the exclusive venue and jurisdiction of the appropriate federal and state courts in New York County in the State of New York.

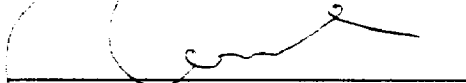
10. Velocity Music hereby requests and authorizes Taste to pay, in their name and on their behalf, the full purchase price herein of Twenty Five Thousand Dollars (\$25,000), to "Velocity Music, Inc." (federal tax id number _____). Taste's compliance with this authorization will constitute an accommodation to Velocity Music alone. All payments to "Velocity Music, Inc." will constitute payment to Velocity Music. Velocity Music hereby agrees to and does hereby indemnify, save, and hold Taste harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) related to such payment.

Signed at _____, this 3rd day
of June 1999.

AGREED TO AND ACCEPTED:



Paul Isaac



Ari Eisenstein



Gerson Lima

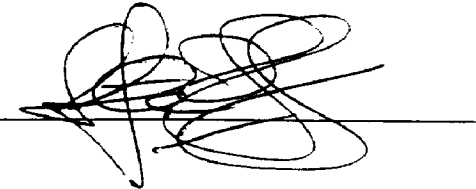
Velocity Music, Inc.

By: 

Its:

AGREED TO AND ACCEPTED:

Taste Media, Inc.

By: 

Its:

HDKLA/2726/v#2