

06-25-1999

Docket No.:

770101/300



101078031

al documents or copy thereof.

MD 6-22-99

Tab settings

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

Joseph Pinnavaia      James Wynne  
Leah Marie Pinnavaia      Kirk Beers

- Individual(s)
- General Partnership
- Corporation-State
- 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  
Suite 3760  
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):.....\$

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

## Purchase Agreement and Assignment

WHEREAS, Joseph Pinnavaia, Leah Marie Pinnavaia, James Wynne and Kirk Beers, individuals and members of a musical group heretofore professionally known as "Muse" (individually and collectively referred to as "Pinnavaia Group") c/o Steven Fox, Esq., 120 Delaware Avenue, Suite 426, Buffalo, New York 14202, 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, Suite 3760, Los Angeles, California 90067; attn Stephen E. Sessa, Esq., is desirous of acquiring all right, title and interest in and to the 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, Pinnavaia Group hereby sells, assigns, transfers and conveys to Taste, its successors or assigns, one hundred percent (100%) of all its 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. Pinnavaia Group 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. Pinnavaia Group hereby represents and warrants that: (i) to the best of their knowledge, 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; (ii) the Mark has been continuously used in interstate commerce since at least 1994, 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 Pinnavaia Group 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; (iii) the execution and delivery of this assignment will not conflict with or contravene any contractual restriction binding on said Pinnavaia Group, including any license agreement relating to the said Mark; and (iv) upon full execution of this assignment, Pinnavaia Group shall immediately cease and desist from further using and/or exploiting the Mark in any way, excluding a limited sell-off period of four (4) months from the date hereof ("Sell-Off Period") wherein

Pinnavaia Group may sell their pre-existing manufactured compact discs and cassettes which embody the Mark. After the expiration of the Sell-Off Period, Pinnavaia Group shall not sell Product embodying the Mark or further exploit the Mark in any capacity.

4. Notwithstanding anything to the contrary contained in paragraph 3 hereinabove or anywhere else herein, Taste acknowledges that Pinnavaia Group has informed Taste that there is a dispute between Pinnavaia Group and Velocity Music, Inc. concerning the rights in and to the Mark, that both parties are opposing the other party's rights in an action before the Trademark Trial and Appeal Board, and that Pinnavaia Group's representations, warranties and indemnification obligations are subject to, and excluding, any claims or actions brought by Velocity Music, Inc. in connection with the Mark.

5. Pinnavaia Group 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 Pinnavaia Group in this assignment. Pinnavaia Group 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. Notwithstanding the foregoing, Pinnavaia Group shall not be obligated to indemnify Taste in an amount that exceeds the purchase price herein of Twenty Five Thousand Dollars (\$25,000).

6. Taste hereby represents and warrants that: (i) it is concurrently herewith entering into a purchase agreement and assignment with Velocity Music, Inc. to purchase all of its right, title and interest in and to the name MUSE and that it shall pay Velocity Music, Inc. the sum of Twenty Five Thousand Dollars (\$25,000) for such assignment; (ii) Pinnavaia Group is accorded "most favored nations" status with regard to the purchase price paid to Velocity Music, Inc. and Taste will provide Pinnavaia Group with a copy of the check in payment to Velocity Music, Inc. with regard to the foregoing; and (iii) 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 the pending action between Pinnavaia Group and Velocity Music, Inc. before the Trademark Trial and Appeal Board. Pinnavaia Group 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 the State of New York.

10. Pinnavaia Group 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 "Steven Fox as attorney" (federal tax id number 161493816). Taste's compliance with this authorization will constitute an accommodation to Pinnavaia Group alone. All payments to "Steven Fox as attorney" will constitute payment to Pinnavaia Group. Pinnavaia Group 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 9:30 pm this 3rd day of June 1999.

AGREED TO AND ACCEPTED:

Joseph Pinnavaia  
Joseph Pinnavaia

Leah Marie Pinnavaia  
Leah Marie Pinnavaia

James P. Wynne  
James Wynne

Kirk Beers  
Kirk Beers

AGREED TO AND ACCEPTED:  
Taste Media, Inc.

By: [Signature]  
Its:

HDKLA/2730/v#4