

12-06-1999

11-17-99



101214734

original documents or copy hereof
Address of receiving party(ies):

1. Name of conveying party(ies):

Matador Records, L.L.C.

Name: Matador Records, Inc.

Address: 625 Broadway
New York, New York 10012

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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

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

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) & addresses attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 30, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,845,513 1,967,027

Additional Numbers attached? Yes No

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

Name: Lawrence E. Apolzon

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

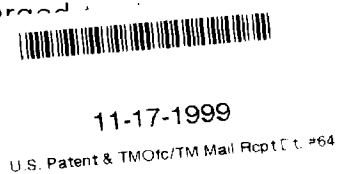
City: New York State: NY Zip: 10017

6. Total number of applications and registration involved:.....2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed
 Authorized to be charged to account

(Only if total fee is



8. Deposit account number:

23-0825-0576900

(Attach duplicate copy of this page if paying by deposit account)

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.

Lawrence E. Apolzon
Name of Person Signing

[Signature]
Signature

11/17/99
Date

Total number of pages comprising cover sheet: _____

ASSIGNMENT OF TRADEMARKS AND TRADENAMES

For good and valuable consideration, receipt of which is hereby acknowledged, Matador Records, L.L.C., a Delaware limited liability company ("Assignor"), hereby assigns, transfers and sets over to Matador Records, Inc., a New York corporation ("Assignee"), as of the date hereof all of Assignor's right, title and interest in and to all trademark(s) and tradename(s) existing at common law by virtue of Assignor's use thereof in the music business and by statute, which trademarks and tradenames are listed on Schedule "1" attached hereto. This assignment includes (but is not limited to):

- (i) all rights and interests which Assignor has acquired from others who contributed to the authorship of the trademark(s) and tradename(s) (whether they participated as Assignor's employees or independently);
- (ii) all of Assignor's rights as registered proprietors in said trademark(s) pursuant to both Federal and state registration(s) of same;
- (iii) all of Assignor's rights, if any, to exploit the trademark(s) and tradename(s) in the United States and all foreign countries;
- (iv) the good will of the Assignor's business with respect to which such trademark(s) and tradename(s) have heretofore been used; and
- (v) the right to institute and maintain proceedings against any person now or hereafter wrongfully using such trademark(s) and/or tradename(s).

In connection with the foregoing, Assignor agrees to execute any further documentation which may be reasonably necessary to effect the assignment of the two United States trademark registrations set forth in Schedule "1" to Assignee.

This assignment is made pursuant to and is subject to the conditions of that certain LLC Termination Agreement dated as of April 30, 1999 among Assignor, Christopher Lombardi, Gerard Cosloy and Capitol Records, Inc.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be signed by a duly authorized representatives of Matador Records, L.L.C. the 30th day of April, 1999.

"ASSIGNOR"

MATADOR RECORDS, L.L.C.,
a Delaware limited liability company

By: Chris Lombardi
Title: Christopher Lombardi, Co-President

By: Gerard Cosloy
Title: Gerard Cosloy, Co-President

State of New York

County of New York

On June 18 before me, Debra A. Cunningham,
personally appeared Christopher Lombardi
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he executed the same in their authorized capacity(ies), and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Debra A. Cunningham

DEBRA A. CUNNINGHAM
Notary Public, State of New York
No. 01CU3934212
Qualified in New York County
Commission Expires Nov. 15, 2001

SCHEDULE 1

TO

ASSIGNMENT OF TRADEMARKS AND TRADENAMES

1. United States Patent and Trademark Office Registration No. 1,845,513, dated July 19, 1994, on the Principal Register, for the mark MATADOR, registered in Class 9, for musical sound recordings. A true and correct copy of such Registration is attached hereto.

2. United States Patent and Trademark Office Registration No. 1,967,027, dated April 9, 1996, on the Principal Register, for the mark MATADOR (stylized), registered in Class 9, for musical sound recordings and video recordings featuring music. A true and correct copy of such Registration is attached hereto.

2566.41\80347.1