

04-24-2000

Tab setting:

03-31-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #26

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D.
...ched original documents or copy thereof.

1. Name of conveying party(ies):

Trade Service Corporation

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

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

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

Name: Muze, Inc.

Internal Address: 8th Floor

Street Address: 304 Hudson Street

City: New York State: NY ZIP: 10013

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

3. Nature of conveyance:

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

Execution Date: September 30, 1996

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

* 801,561; 1,813,224; 1,443,138; 1,987,762;
and 1,287,905

Additional numbers attached? Yes No

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

Name: Cleary & Komen, LLP

Internal Address:

Street Address: 500 Pennsylvania Avenue, SE

Suite 200

City: Washington

State: DC

ZIP: 20003

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

If check is not attached, please charge deposit Account No. 02-4500.

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

04/24/2000 JJALLAH2 04000106 801561

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
100.00 DP

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.

J. Michael Cleary
Name of Person Signing

J. Michael Cleary
Signature

3-29-00
Date

Total number of pages comprising cover sheet:

SCHEDULE A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1. LIST-O-TAPES	801,561	January 4, 1966
2. MOVIE RECALL	1,813,224	December 21, 1993
3. LASERLOG	1,443,138	June 16, 1986
4. GAMELOG	1,987,762	July 16, 1996
5. VIDEOLOG	1,287,905	July 31, 1984
6. PHONOLOG	1,720,215	September 29, 1992

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into on this 30th day of September, 1996 (the "Effective date") by and between **Trade Service Corporation** ("Assignor"), a California corporation located at 10996 Torreyana Road, San Diego, CA 92121 and **Muze Inc.** ("Assignee"), a New York corporation located at 304 Hudson Street, 8th Floor, New York, NY 10013.

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 10th, 1996 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the operating assets of the entertainment division of Assignor as set forth in the Purchase Agreement;

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on Schedule A (the "Marks") and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the registration thereof, together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of the which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey transfer, deliver and set over to Assignee all right, title and interest in and to the Marks, remedies against infringement of the Marks and rights to protection of interest in the Marks under the laws of all jurisdictions in the United States and all foreign countries, together with the goodwill of the business in connection with which the Marks are used; and any registration of the Marks, in the United States and for all foreign countries in which application may hereafter be made, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof

2. Assurances Further. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, at Assignee's request and Assignor's expense, Assignor's cooperation and assistance (including, without limitations, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in: (1) the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with the Marks; (3) obtaining any additional protection for the Marks that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, including, without limitation, any application for protection of any variant of the Marks; and (4) the implementation or perfection of this Assignment.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successor, heirs, administrators, and assigns.

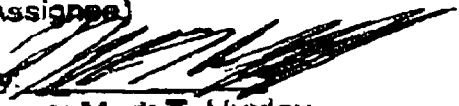
4. Amendments. This Assignment may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

5. Interpretation. Words used in the singular number shall include the plural and vice-versa, and any specification of gender shall be deemed to include and refer to the other gender as well. The captions and headings of this Assignment are for the convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

6. Attorneys' Fees. In the event either party initiates legal action to interpret or enforce any of the terms of this Assignment, the prevailing party, as determined by a court of competent jurisdiction, shall be awarded its costs, including reasonable attorneys' fees, in addition to such other relief as it may be entitled to.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the Effective Date first above written.

Trade Service Corporation
(Assignor)
By: 
Name: Anthony M. Dubreville
Title: Executive Vice President

Muze Inc.
(Assignee)
By: 
Name: Mark T. Huxley
Title: President

Handwritten note: Trademark