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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



101350491

original document or copy thereof.

To the Honorable Commissioner of Patent

1. Name of Party(ies) conveying an interest:

Livent Inc.

Individual(s) - United States Association
 General Partnership Limited Partnership
 Corporation - Ontario
 Other

2. Name and Address of Party(ies) receiving an interest:

Musical Rights, Inc. 650 Madison Ave., 16th Fl.
 New York, NY 10022

Individual Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other
 Citizenship

3. Interest Conveyed:

Assignment Change of Name
 Security Agreement Merger
 Other

If not domiciled in the United States, a domestic representative designation is attached:

Yes
 No

Execution Date: August 25, 1999

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

75/469,293 75/244,425
 75/207,247
 75/039,283
 75/531,272
 75/041,093

B. Trademark Registration No.(s)

1,738,589
 2,129,772
 2,177,579

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

Name: Anna Conyers Kuhn, Esq.
 Internal Address: Baker & Botts, L.L.P.
 Street Address: 2001 Ross Avenue
 City: Dallas
 State: Texas Zip: 75201

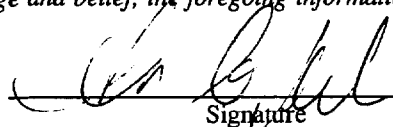
6. Number of applications and registrations involved: 9

7. Amount of fee enclosed or authorized to be charged: \$240.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
 N/A

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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.

Anna Conyers Kuhn  12/8/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet 5

OMB No. 0651-0011 (exp.4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information:

01/04/2000 DMSUYEN 00000280 75469293 Commissioner of Patent and Trademarks
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 Washington, D.C. 20231

01 FC:481 40.00 DP
 02 FC:442 200.00 DP

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ASSIGNMENT OF TRADE MARKS

Assignment of trade marks dated August 27, 1999 among Livent Inc., an Ontario corporation (the "Assignor"), Ernst & Young Inc., in its capacity as court appointed interim receiver of certain assets of Livent Inc. and Musical Rights, Inc. (the "Assignee"), a Delaware corporation and wholly owned subsidiary of SFX Entertainment, Inc. ("SFX").

RECITALS:

- (a) Pursuant to that certain Asset Purchase Agreement dated May 28, 1999, as amended by Amendment No. 1 dated as of June 14, 1999, Amendment No. 2 dated July 8, 1999, Amendment No. 3 dated as of August 17, 1999 and Amendment No. 4 dated as of the date hereof (collectively, the "Asset Purchase Agreement") by and among the Assignor, Livent (U.S.) Inc., Livent Realty (New York) Inc., Livent Realty (Chicago) Inc., Livent International Inc. and SFX, the Assignor has agreed to sell to SFX or its designee a substantial portion of Assignor's undertaking, property and assets, all as more particularly described in the Asset Purchase Agreement;
- (b) Pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign to SFX or its designee all of Assignor's right, title and interest in and to the Trade Marks (as hereinafter defined); and
- (c) SFX has assigned its right to acquire all of the Assignor's right, title and interest in and to the Trade Marks under the Asset Purchase Agreement to the Assignee.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Assignment.

Each of the Assignor and Ernst & Young Inc. hereby sells, assigns, transfers and sets over to the Assignee all of the its right, title and interest in and to the Trade Marks, including those which are registered and all trademark applications pending in the Trade Marks Office of Canada and its equivalent in each of the United States and the United Kingdom, as set forth in Schedules "A", "B" and "C" hereto, and all common law rights therein (collectively, the "Trade Marks"), together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the Trade Marks and any other benefit to be derived therefrom.

Section 2 Tradename Rights.

Notwithstanding the Assignment granted in Section 1, the Assignor may continue to use "Livent" only as part of its tradename in connection with the Bankruptcy Cases (as defined in the Asset Purchase Agreement) and the reorganization and liquidation of the Assignor, from the date hereof through twelve (12) months following consummation of a plan of reorganization. The Assignor shall have the option of extending such use for a second twelve (12) month period at no cost upon delivery of written notice to Assignee providing that the use of the tradename is reasonably required in connection with the on-going reorganization and liquidation of the Assignor.

Section 3 Registration.

The Assignor consents to the Assignment being registered in the Canadian Trade Marks Office and the equivalent governmental authority in each of the United States and the United Kingdom as notice of this transfer.

Section 4 Further Assurances.

The Assignor covenants with the Assignee that it will, from time to time, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for more effectually and completely implementing or carrying out this assignment or for the purpose of registration or otherwise.

Section 5 Successors and Assigns.

This assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

Section 6 No Representation.

This Assignment is made without recourse, representation, covenant or warranty of any kind whatsoever, except as specifically set forth the Asset Purchase Agreement which representations and warranties shall survive only for the period of survival set forth therein. The liability of Assignor and Assignee hereunder shall be limited as set forth in the Asset Purchase Agreement.

Section 7 Governing Law.

This Assignment shall be governed by, interpreted and enforced in accordance with the U.S. Lanham Act, as enacted, and the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such state are superseded by the U.S. Bankruptcy Code.

Section 8 Counterparts.

This assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

LIVENT INC.

Paul C. Mellinger
By: Paul C. Mellinger
Title: CEO

STATE OF New York)
)ss
COUNTY OF New York)

On this 25 day of August, 1999, before me personally appeared Paul C. Mellinger, to me personally known, who, being duly sworn, did say that he/she is the CEO of Livent Inc. and that he/she duly executed the foregoing instrument being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Reese Heitner
Notary Public

REESE HEITNER
Notary Public, State of New York
No. 01HE5031478
Qualified in New York County
Commission Expires Aug. 1, 2000

ERNST & YOUNG INC. in its capacity as court appointed interim receiver of certain assets of Livent Inc.

J. Stuart Clinton
By: J. Stuart Clinton
Title: SENIOR VICE PRESIDENT

STATE OF New York)
)ss
COUNTY OF New York)

On this 25 day of August, 1999, before me personally appeared J. Stuart Clinton, to me personally known, who, being duly sworn, did say that he/she is the SENIOR V.P. of Ernst & Young Inc. and that he/she duly executed the foregoing instrument being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Reese Heitner
Notary Public

REESE HEITNER
Notary Public, State of New York
No. 01HE5031478
Qualified in New York County
Commission Expires Aug. 1, 2000

MUSICAL RIGHTS, INC.

Richard A. Liese
By: Richard A. Liese
Title: Senior Vice President

STATE OF NY)
)ss
COUNTY OF NY)

On this 25 day of August, 1999, before me personally appeared Richard A. Liese, to me personally known, who, being duly sworn, did say that he/she is the Senior VP of Musical Rights, Inc. and that he/she duly executed the foregoing instrument being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Deborah Goldman-Levi
Notary Public

DEBORAH GOLDMAN-LEVI
Notary Public, State of New York
No. 01GO5026546
Qualified in Queens County
Commission Expires April 18, 2000

SCHEDULE "B"

UNITED STATES TRADEMARKS

<u>(PRIVATE)</u> <u>Trade Mark</u>	<u>Application/</u> <u>Registration</u> <u>No.</u>	<u>Application or</u> <u>Registration Date</u>
Livent Live	75/469,293	98-04-16
Livent (Services)	1,738,589	92-12-08
Livent (Class 09)	75/244,425	98-03-03
The Livent Line	2,129,772	98-01-20
Livent Live	75/207,247	96-12-03
Livent	2,177,579	98-07-28
Ragtime (Stylized)	75/039,283	96-01-02
Torch & Arm Design	75/531,272	98-8-05
Torch & Arm Design	75/041,093	96-01-11

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