

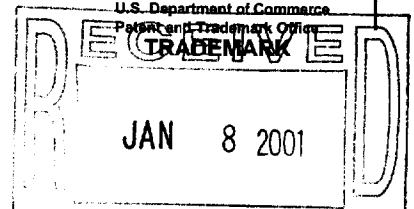
01-24-2001



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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

1-8-01



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002218 FRAME: 0330

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2050069"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Anna Maria Vistica
Name of Person Signing

AM Vistica
Signature

01-05-2001

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Trademark Assignment Agreement") is effective as of October 6, 2000, and is between National Music & Entertainment, Inc., a New York corporation (the "Assignor"), and United Entertainment Media, Inc., a Delaware corporation (the "Assignee").

All capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement, dated October 6, 2000 (the "Purchase Agreement"), by and among the Assignor, the Assignee and Scott Kiley.

BACKGROUND

Pursuant to the terms and conditions of the Purchase Agreement, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to assume from the Assignor, the Assignor's right, title and interest in and to all trademarks, service marks, designs, logos and all other indicia of whatever origin owned by Assignor throughout the world which are included in the Purchased Assets, whether registered or at common law, including but not limited to the mark and registration set forth in Schedule A attached hereto, and all other applications and registrations therefor in the United States and throughout the world, together with the goodwill of the business in which such trademarks, service marks, designs, logos and other indicia are used and the goodwill symbolized by such trademarks, service marks, designs, logos and other indicia (collectively, the "Trademarks").

To effect such transactions and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

TERMS

Section 1. Assignment. Pursuant to the Purchase Agreement, and on the same terms and conditions stated therein, the Assignor hereby sells, conveys, transfers, and assigns to the Assignee its entire right, title and interest in and to the Trademarks and the use of such Trademarks, and all extensions and renewals of the foregoing, the right to sue for past, present and future infringement thereof and any other claims arising out of or relating to the use or ownership of such Trademarks and all rights corresponding thereto throughout the world. It is expressly acknowledged that with respect to the Trademarks for which registration is being sought in the United States under the intent to use provision of the Trademark Act (15 U.S.C. § 1051(b)), the Assignor is assigning such Trademarks as part of the entire business or portion thereof to which such Trademarks pertain.

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Section 2. Authorization for Transfer. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, anywhere in the world, to issue or transfer all of the Trademarks, and the Assignor's entire right, title and interest therein, as the Assignee may direct, in accordance with this Trademark Assignment Agreement.

Section 3. Rights Cumulative; Conflict With Purchase Agreement. The rights and remedies of the Assignee and the duties and obligations of the Assignor hereunder shall be cumulative and in addition to the rights and remedies of the Assignee and the duties and obligations of the Assignor under the Purchase Agreement. Nothing herein shall be deemed to limit the rights and remedies of the Assignee and the duties and obligations of the Assignor under the Purchase Agreement and, to the extent of any conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Assignor and the Assignee contained in the Purchase Agreement or the survival thereof.

Section 4. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Trademark Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment Agreement to be executed as of the date first above written.

NATIONAL MUSIC & ENTERTAINMENT, INC.

By: Scott Kiley
Name: Scott Kiley
Title: President

STATE OF NEW YORK)
) : ss
COUNTY OF NASSAU)

This instrument was executed and acknowledged before me on the 5th day of October, 2000 by Scott Kiley, the President of National Music & Entertainment, Inc., a New York corporation, on behalf of said corporation.

ELIZABETH AVERSANO
Notary Public State of New York
No. 015088267
Qualified in Suffolk County
Commission Expires Nov. 17 2001

Elizabeth Aversano
Notary Public

(Seal)

[Additional Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed and accepted as of the date first above written by the undersigned.

UNITED ENTERTAINMENT MEDIA, INC.

By: 

Name: Paul Gallo

Title: President

STATE OF NEW YORK)
) :ss
COUNTY OF NEW YORK)

This instrument was executed and acknowledged before me on the 6th day of October, 2000 by Paul Gallo, the President of United Entertainment Media, Inc., a Delaware corporation, on behalf of said corporation.



Notary Public

NICK V. KATSANOS
Notary Public, State of New York
No. 02KA8041098
Qualified in Queens County
Commission Expires May 1, 2002

(Seal)

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
MUSIC YELLOW PAGES	2,050,069	April 1, 1997

Note: The above mark is registered on the United States Patent and Trademark Office's Supplemental Register.