

01-31-2001

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101600349

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Music Entertainment Group, Inc.

1-22-a

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

2. Name and address of receiving party(ies)

Benson Records
741 Cool Springs Blvd.
Franklin, TN 37067

3. Nature of conveyance:

Assignment

Execution Date: March 20, 1997

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

A. Trademark Application No.(s):

B. Trademark No.(s): 2,050,584; 1,732,704

Additional numbers attached? Yes No

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

Name: WADDEY & PATTERSON

Internal Address: BANK OF AMERICA PLAZA

SUITE 2020

Street Address: 414 UNION STREET

City: NASHVILLE State: TN Zip: 37219

Customer No. 23456

6. Total number of applications and patents involved: 2

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

The fee is authorized to be charged to deposit account

8. Deposit account number:

23-0035

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

01/30/2001 DBYRNE 00000223 2050584

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Edward D. Lanquist, Jr.

Name of Person Signing

Signature

JAN 16, 2001
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

TRADEMARK
REEL: 002226 FRAME: 0541

BILL OF SALE AND GENERAL ASSIGNMENT
DATED JULY 30, 1993
FROM BENSON MUSIC GROUP, INC., A TENNESSEE CORPORATION,
("SELLER")
TO BENSON MUSIC GROUP, INC., A DELAWARE CORPORATION ("BUYER")

WHEREAS, Music Entertainment Group, Inc. ("MEG") entered into an Asset Purchase Agreement dated July 30, 1993 (the "Agreement") with Seller providing for the sale by Seller to Buyer of substantially all of its assets, properties and business;

WHEREAS, MEG assigned all of its rights and liabilities under the Agreement to its wholly-owned subsidiary, Buyer, a Delaware corporation;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Seller for and in consideration of the mutual promises contained in the Agreement, Ten Dollars (\$10.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereunder, has bargained and sold, and by these presents, does grant, bargain, sell, assign, transfer, convey, set over and deliver unto Buyer, its designees, successors and assigns, the following assets of Seller:

All the assets, properties and rights related to the Acquired Business of every kind and description, wherever located, including without limitation all property, tangible or intangible, real, personal or mixed, rights to receive payment owned by Seller, claims, causes of action and rights of recovery or set-off (excluding proceeds from the Actions listed on Schedule 4.18 to the Agreement), all reserves, prepayments, deferred and other charges, Unrecouped Advances (subject to Section 3.5 of the Agreement), inventories (including, without limitation, raw materials, finished goods, work-in-process and goods in transit), packaging and other stores and supplies, machinery, fixtures, equipment, computers, terminals, monitors, hardware, samples, models, claims and rights under Contracts of Seller (including any unexpired warranties or representations), all assets owned by the Subsidiaries, all of Seller's interests in the Partnerships, all receivables, including those arising from the rental of the recording studio, travel advances and all other miscellaneous receivables (but excluding those receivables billed by Zondervan in Grand Rapids, Michigan), all print products, books, folios, Catalogues, publications, music albums (including audio and video cassettes and compact discs), any other embodiments of sight or sound, administration agreements, co-publishing rights, Owned Master Recordings (and leased Master Recordings to the extent rights are available to Seller) and

sound recording copyrights therein, Owned Compositions, lead sheets, art work, musical scores, all licenses (including mechanical, print and foreign), microfilm records, plates, blocks, drawings, demonstration records and tapes, all rights to use the name Benson and all other names, trade names, trademarks, service marks and applications therefor, if any, and slogans used by Seller in connection with its business or products (excluding Seller's flame logo and any logos, trade names or slogans containing any corporate name of any of Seller's Affiliates), all computer software owned by Seller, all patents and applications therefor, all copyrights and rights thereto and thereunder owned or administered (to the extent rights are available to Seller) by Seller throughout the world and all rights to secure renewals or extensions thereof owned by Seller throughout the world, all trade secrets, know how, concepts, applications, procedures, marketing and technical data, and all books, records and documents of Seller (including, without limitation, files, customer lists, mailing lists (including a copy of Zondervan's director's source list), marketing literature, blueprints, plans, specifications and drawings); provided, that the foregoing shall not include the Excluded Assets.

TO HAVE AND TO HOLD said property, rights, business and assets unto Buyer, its designees, successors and assigns, to and for its and their own proper use and benefit forever, and Seller does for itself, and its successors and assigns, covenant and agree to and with Buyer to warrant and defend the sale and transfer of said property, rights, business and assets unto Buyer, its successors and assigns, against all and every person and persons whomsoever.

For the consideration aforesaid Seller hereby irrevocably constitutes and appoints Buyer, its successors and assigns, and each of them, the true and lawful attorney of Seller, with full power of substitution, and gives and grants unto Buyer, its successors and assigns, and each of them, full power and authority in the name of Seller, its successors and assigns, at any time and from time to time, to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, moneys, claims and choses in action of every kind and description whatsoever, arising out of, incident to or in connection with the property, rights, business and assets, or any of them, covered by this instrument, and upon the same or any part thereof to make acquittance or any other discharge with respect thereto, and generally from time to time, to make, execute, do and perform such other acts and things concerning the subject matter of this paragraph with like power and as fully as Seller could or might have done. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller, or by its dissolution, or in any manner or for any reason.

Nothing herein contained shall be deemed to release Seller in any way from any of its obligations under or pursuant to the representations, warranties and agreements of Seller set forth in the Agreement.

Seller agrees that, at any time, and from time to time after delivery hereof, it will upon request of Buyer, duly execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Buyer, or for aiding and assisting in the collection of or reducing to possession by Buyer of any of the property, rights, business and assets acquired hereunder.

This instrument shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

Nothing contained herein shall be deemed an attempt to assign or an assignment of any contract, license, agreement, commitment or franchise if an attempted assignment of the same without the consent of the other parties thereto would constitute a breach thereof, unless or until such consent shall have been obtained.

Terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

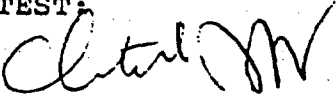
BENSON MUSIC GROUP, INC.



Name: TOM DENING
Title: VICE-PRESIDENT

[Corporate Seal]

ATTEST:



Secretary

STATE OF New York)
COUNTY OF New York) : SS.:

On this 30th day of July, 1993, before me appeared Tom Deming to me personally known, who, being by me duly sworn, did say that he is the president of the corporation that executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said president acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Ada L. Brutton
Notary Public

ADA L. BRUTTEN
Notary Public, State of New York
No. 01-BR4730853
Qualified in Kings County
Commission Expires September 30, 1994

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **MAR 25 1997**



A handwritten signature in cursive script, appearing to read "J. Clubb", followed by a horizontal line.

Special Deputy Secretary of State

DOS-1266 (5/96)

F970321000626

11:00 AM 03/20/97

CERTIFICATE OF AMENDMENT

UNI-37

OF

CERTIFICATE OF INCORPORATION

OF

MUSIC ENTERTAINMENT GROUP, INC.

Under Section 805 of the Business Corporation Law

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, being the Vice-President and Secretary of the corporation, hereby certify that:

FIRST: The name of the corporation is Music Entertainment Group, Inc.

SECOND: The Certificate of Incorporation was filed with the Secretary of State of New York on August 12, 1992.

THIRD: The Certificate of Incorporation is hereby amended as follows:

A. Article FIRST of the Certificate of Incorporation is amended to change the name of the corporation. Such Article FIRST shall, in its entirety, read as follows:

"FIRST: The name of the corporation is Benson Records, Inc."

B. Article FOURTH of the Certificate of Incorporation relating to the capitalization of the corporation is amended to eliminate all twenty-five thousand (25,000) authorized shares of preferred stock, \$0.01 par value per share, none of which is issued and outstanding. Such Article FOURTH shall, in its entirety, read as follows:

"FOURTH: The aggregate number of shares which the corporation shall have authority to issue is twenty-five thousand (25,000) shares of common stock, par value \$0.01 per share. The holders of shares of common stock shall have one vote per share."

C. Article FIFTH of the Certificate of Incorporation is amended to change the person and address to which copies of process against the corporation served upon the Secretary of State are to be delivered. Such Article FIFTH shall, in its entirety, read as follows:

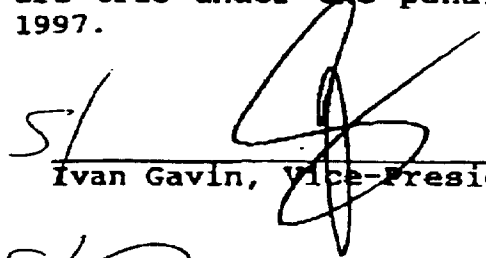
U.S. DEPARTMENT OF JUSTICE

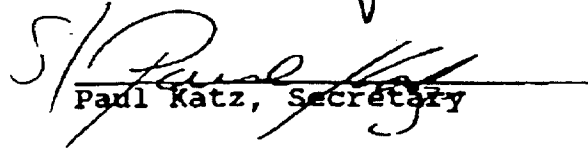
follows:

"**FIFTH:** The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is Brentwood Music, Inc., One Maryland Farms, Suite 200, Brentwood, Tennessee 37037, Attention: President."

FOURTH: The foregoing amendments to the Certificate of Incorporation were authorized by the unanimous written consent of the Board of Directors of the corporation and the written consent of the sole shareholder of the corporation.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 20th day of March, 1997.


Ivan Gavin, Vice-President


Paul Katz, Secretary

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CERTIFICATE OF AMENDMENT
OF
MUSIC ENTERTAINMENT GROUP, INC.

Under Section 805 of the Business Corporation
Law of the State of New York

[Handwritten mark]

Ice
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 2 1997
TAX \$ _____
BY: *DSC*
NY

DeCampo Diamond & Ash
805 Third Avenue
New York, New York 10022

BILL

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