

04-11-2001



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3-26-01

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10/26/00

Name COLUMBIA PICTURES INDUSTRIES, INC.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name RHINO ENTERTAINMENT COMPANY

DBA/AK/A _____

Composed of _____

Address (line 1) _____

Address (line 2) 1290 Avenue of the Americas

Address (line 3) New York New York 10104
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

04/10/2001 TDIAZ1 00000192 847385

01 FC 481 40.00 OP
02 FC 482 25.00 OP

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

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)

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.)

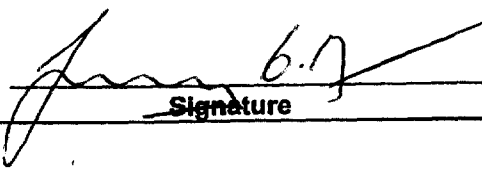
Deposit Account Number: #

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.

Lanning G. Bryer
Name of Person Signing


Signature

3/23/01
Date Signed

UNITED STATES OF AMERICA

A S S I G N M E N T

WHEREAS, **COLUMBIA PICTURES INDUSTRIES, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, located at 711 Fifth Avenue, New York, New York 10022, United States of America, [hereinafter called the ASSIGNOR] has adopted and used the Trademarks registered in the United States Patent and Trademark Office:

(Set forth on the attached schedule)

AND WHEREAS, **RHINO ENTERTAINMENT COMPANY**, a corporation organized and existing under the laws of the State of Delaware, United States of America, located at 1290 Avenue of the Americas, New York, New York 10104, United States of America, [hereinafter called the ASSIGNEE] is desirous of acquiring the right, title and interest in and to the said trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR by these presents does sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, all right, title and interest in and to the said trademarks and registrations thereof, together with that part of the goodwill of the ASSIGNOR'S business connected with the use of and symbolized by the said trademarks, excepting only that Columbia Pictures Industries, Inc. shall retain an irrevocable license throughout the universe in perpetuity to use the **MONKEES** Trademarks on and in connection with, the TV Rights and the advertising, promotion and publicity of the TV Rights.

The "TV Rights" means the right to distribute and otherwise exploit the **MONKEES** Programs as defined in the Settlement Agreement dated June 15, 1992 involving Columbia Pictures Industries, Inc. or any portions of the **MONKEES** Programs, to perform the music as synchronized with the **MONKEES** Programs as part of the exhibition of the **MONKEES** Programs throughout the universe or any part thereof by any means of television, including, without limitation, free television [network television and syndication] basic cable, pay television, satellite, MDS, microwave or any other means, now known or existing or hereafter coming into being, whereby the signal carrying the television images is originated at one location and transmitted through the spectrum or by wire, cable, microwave, wave guide, satellite, or any other means [now known or existing or hereafter coming into being] to another location for reception on a television receiver or similar device (or any replacement for such device now known or existing or hereafter coming into being) but excluding from the definition of TV Rights and being subject to and included within the assignment herein provided (to the extent applicable under the Settlement Agreement) "home video rights" or any other means now known or hereafter coming into being wherein the signal is originated at the same location (e.g. residence) at which the signal is received for viewing on a television receiver or similar device).

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument this 26th day of October, 2000.

COLUMBIA PICTURES INDUSTRIES, INC.

[Corporate Seal]

By [Title]

[See over for Notarial Acknowledgment]

TRADEMARK
REEL: 002267 FRAME: 0931

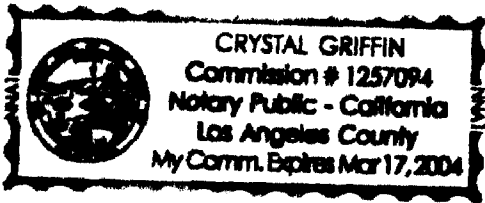
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 26, 2000 before me, Crystal Griffin, Notary Public, personally appeared Jared Jussim, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Crystal Griffin

Signature of Notary Public

S C H E D U L E

THE MONKEES

No. 847385
Dated: April 9, 1968

THE MONKEES

No. 848385
Dated: April 30, 1968