

03-19-2002

U.S. Department of Commerce
Patent and Trademark Office

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102020638

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

1. Name of conveying party:

Network Music, LLC

2-25-02

- Individual(s)
- General Partnership
- Corporation-State
- Other - Delaware Limited Liability Company
- Association
- Limited Partnership

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

2. Name and Address of receiving party(ies)

Name: BMG SONGS, INC.

Address: 1540 Broadway
New York, New York 10036

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

OFFICE OF PUBLIC RECORDS
2002 FEB 25 PM 12:00
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: June 11, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration Nos. 1296973, 2098885, 2301000, 1267749, 1249731

Additional numbers attached? Yes No

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

Mary L. Kevlin, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 5

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

- Enclosed
- Any deficiency is authorized to be charged to
- Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

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

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.

Mary L. Kevlin
Name of Person Signing

Mary L. Kevlin
Signature

2/25/02
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

03/18/2002 6TOM11 00000083 1296973

01 FC:481
02 FC:482

40.00 OP
100.00 OP

MLK/BCZ/16513/00/510027.1

TRADEMARK
REEL: 002463 FRAME: 0642

EXECUTION COPY**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 11th day of June, 2001 by and between Network Music, LLC, a limited liability company with its principal place of business at 15150 Science Avenue, San Diego, CA 92128 (hereinafter "Assignor"), and BMG Songs, Inc., a corporation having a principal place of business at 1540 Broadway, New York, NY 10036 (hereinafter "Assignee").

WHEREAS, pursuant to that certain Purchase Agreement dated as of the 11th day of June, 2001 (the "Purchase Agreement"), by and among Assignor and Assignee, Assignor has agreed to assign and Assignee has agreed to acquire (a) those United States trademark registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B; and (c) the goodwill of the business in which the Marks are used, or that part of the goodwill of the business connected with the use of and symbolized by the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business in which the Marks are used, or that part of the goodwill of the business connected with the use of and symbolized by the Marks, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured

under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment.

Assignor agrees to execute and deliver at the request of Assignee all papers and instruments prepared by Assignee at Assignee's expense, and to perform at Assignee's expense any other reasonable acts Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

11th day of June, 2001.

NETWORK MUSIC, LLC

BMG SONGS, INC.

By: Peggy Koenig

By: _____

Name: PEGGY KOENIG

Name: _____

Title: SENIOR VICE PRESIDENT

Title: _____

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

11th day of June, 2001.

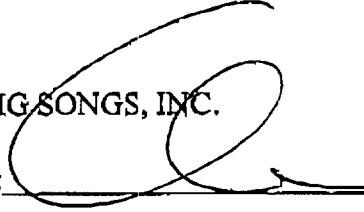
NETWORK MUSIC, LLC

By: _____

Name: _____

Title: _____

BMG SONGS, INC.

By: 

Name: STANLEY H. SCHNEIDER

Title: SECRETARY

STATE OF Massachusetts)
COUNTY OF SUFFOLK)

ss.:

On this 11th day of JUNE 2001, there appeared before me
Peggy J. Koenig, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
NETWORK MUSIC, LLC.

Mary C. Bruno
Notary Public
My Commission Expires: June 15, 2004

STATE OF)
COUNTY OF)

ss.:

On this _____ day of _____ 2001, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

STATE OF)
COUNTY OF) ss.:

On this _____ day of _____ 2001, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

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

On this 11th day of June 2001, there appeared before me
Stanley H. Schneider, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
BMG Songs, Inc.

[Signature]
Notary Public

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030007
Qualified in Nassau County
Commission Expires July 25, 2002

TRADEMARK ASSIGNMENT
Schedule A
United States Registrations

Federal Registrations

<u>Mark</u>	<u>Registration Number</u>
Network	1,267,749
Network	2,098,885
Network (stylized)	1,296,973
Short Trax (stylized)	2,301,000
ShowMusic (cancelled)	1,610,264
WhisperDisc	1,249,731

State Registrations

<u>Mark</u>	<u>Registration Number</u>
Network (California)	12,842
Short Trax (California)	102,425
Network Music (Texas) (nonrenewed)	42,840

TRADEMARK ASSIGNMENT

Schedule B

Foreign Registrations

<u>Mark</u>	<u>Registration Number</u>
Network (Canada)	321,571
Network & design (Canada)	320,046
WhisperDisc	B1202041