

05-08-2002



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TRADEMARKS ONLY

Patent and Trademark Office

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

Conveying party(ies):

4-29-02

Deutsche Grammophon Gesellschaft mbH

2. Name and address of receiving party(ies):

Bar Zehnte
Name: Vermögensverwaltungsgesellschaft mbH

Internal Address: _____

Street Address: Alte Rabenstrasse 2

Hamburg D-20148 Germany
City: _____ State: _____ ZIP: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other German company _____

If assignor 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

- Individual(s)
- General Partnership
- Corporation-State
- Other German company

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

3. Nature of conveyance:

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

Execution Date: 6/28/99

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1062138

Additional numbers attached? Yes No

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

Name: Anne B. Nielsen

Internal Address: LRW-6th Floor

Street Address: _____

100 Universal City Plaza

City: Universal City State: CA ZIP: 91608

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-0333

(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.

Anne B. Nielsen
Name of Person Signing

Signature

4-19-02
Date

Total number of pages comprising cover sheet

8

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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01 FC:481 40.00 CH

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DESIGNATION OF DOMESTIC REPRESENTATIVE

Trademark: POLYDOR (Logo)

Reg. No.: 1062138

Class: 9

Registrant: Deutsche Grammophon Gesellschaft mbH

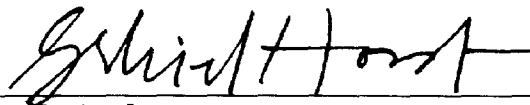
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Dear Madam:

Registrant appoints Anne B. Nielsen, whose postal address is 100 Universal City Plaza, Universal City, California 91608, U.S.A. as domestic representative upon whom notice or process affecting the mark may be served.

DEUTSCHE GRAMMOPHON GESELLSCHAFT mbH

April 15, 2002



Gerfried Horst
Vice President Business & Legal Affairs

CERTIFIED TRANSLATION

Original Deed No. 220

PUBLIC DOCUMENT

Eric von Graffenried, Notary Public of the Canton of Berne with office in Berne
(Switzerland)

authenticates:

Today the persons named below appeared before me and requested the notarisation
of the following

**Splitting and Acquisition Agreements
along with the resolutions of approval and other resolutions of the
shareholders' meetings**

as well as of the following

**Merger Agreements
along with the resolutions of approval and other resolutions of the
shareholders' meetings:**

1. Dr. Hans *Burkhard* Paul Ludwig Rochlitz, born on 30 March 1945,
German citizen, married, Beselerstrasse 8, D-Hamburg
2. *Friedhold* Ernst Andreas, born on 13 January 1959, German citizen, single,
lawyer, auditor, tax consultant, Tucholskystrasse 63, D-Frankfurt am Main
3. *Klaus* Ludwig Mohr, born on 31 December 1956, German citizen, married,
lawyer, Beethovenstraße 43, D-Frankfurt am Main,

declaring that they do not act on their own behalf but on behalf of ...

F. Merger of DEUTSCHE GRAMMOPHON with BAR10.

I.

Merger Agreement

- (1) The limited liability company

Deutsche Grammophon Gesellschaft mbH

with seat in Hamburg (Local Court of Hamburg, Commercial Register B 14008; hereinafter referred to as "DEUTSCHE GRAMMOPHON") herewith transfers its assets as a whole along with all rights and duties according to Sect. 2.1 UmwG [German Act relating to the transformation of companies] (merger) to its sole shareholder, the limited liability company

"BAR" Zehnte Vermögensverwaltungsgesellschaft mbH

with seat in Hamburg (Local Court of Hamburg, Commercial Register B 67951; hereinafter referred to as "BAR10").

- (2) The merger is made according to Sect. 54 I.1 UmwG without capital increase as consideration for the transfer of the assets, since the acquiring legal entity BAR10 holds all shares in the acquired legal entity at the date when the merger with BAR10 as acquiring legal entity is entered in the Commercial Register, i.e. based on the prior entry to be made in respect of the split off of all shares held by Polygram Holding GmbH, Hamburg, in DEUTSCHE GRAMMOPHON and the transfer to BAR10 in accordance with the Splitting and Transfer Agreement made between Polygram Holding GmbH and BAR10 in this respect. For ensuring that the requirements of Sect. 54.I.1 UmwG are complied with at the date of entry, this Agreement is reached subject to the condition precedent that the split off of all shares held by Polygram Holding GmbH in DEUTSCHE GRAMMOPHON and their transfer to BAR10 is first entered in the Commercial Register of both companies mentioned above.
- (3) The merger is based on the closing balance of DEUTSCHE GRAMMOPHON as per 31 December 1998 certified by an auditor.

- (5) The assets of DEUTSCHE GRAMMOPHON shall be transferred to BAR10 at the entry of the merger in the Commercial Register competent for BAR10. The assets shall internally be transferred with effect as of the beginning of 1 January 1999 ("date of merger"). From this date onwards, any acts and transactions made by DEUTSCHE GRAMMOPHON shall be deemed as made for the account of BAR10.
- (6) The acquiring legal entity does not and will not grant any rights within the meaning of Sect. 5.1.7 UmwG to individual shareholders or holders of special rights, and it is neither intended to take measures of such kind. Special privileges within the meaning of Sect. 5.1.8 UmwG are not and shall not be granted to the members of any representative body or any supervisory body of the acquiring or transferring legal entity or to an auditor or examiner of the merger.

- (6) Consequences of the merger for the employees of BAR10

The merger of DEUTSCHE GRAMMOPHON with BAR10 has no impacts on BAR10 under the labour law, as BAR10 has no employees and thus has no employees' representations.

- (7) Consequences of the merger for the employees of DEUTSCHE GRAMMOPHON

The consequences of the merger of Deutsche Grammophon Gesellschaft mbH with BAR10 for the individual employee under the labour law correspond to the consequences of the merger of Universal Vertrieb GmbH with POLYGRAM HOLDING for the individual employee under the labour law. In this respect we refer to our statements made therein.

The rights and duties arising from the employment relationships shall be transferred to BAR10 according to Sect. 324 UmwG, Sect. 613a I.1 BGB [German Civil Code]. The rights and duties arising from the works agreements continue to apply directly and compellingly according to Sect. 77 V BetrVG [German Works Council Constitution Act], since the structures in the enterprise have not been changed by the merger alone and will not otherwise be changed.

Regarding the continued application of the collective agreements it has to be pointed out that BAR is not bound by any collective agreement. In

this respect, we refer to the statements in section D relating to the split off of the part of the enterprise designated Classic.

(8) **Consequences under the collective labour law**

The works council of DEUTSCHE GRAMMOPHON continues in office, as the structures of the enterprise are not changed by the merger. A supervisory body does not exist. The employees of DEUTSCHE GRAMMOPHON shall in future be entitled to be eligible for and to elect the supervisory body of Universal Holding GmbH and not of Polygram Holding GmbH anymore.

Regarding this paragraph and the above explanations relating to the consequences for the employees and their representatives it is additionally referred to Section M of this deed which is intended to be integral part of the explanations on the labour law made herein.

(9) **The costs incurred by the legal entities involved for this Agreement and its execution shall be borne by BAR10. If the merger does not become effective, the legal entities involved shall share the costs of this Agreement in equal parts; any other costs shall be borne by the respective company concerned. This Agreement shall only become effective, if the shareholders of the involved legal entities BAR10 and DEUTSCHE GRAMMOPHON have resolved to give their approval to it.**

II.

Shareholders' Meeting of BAR10

UNIVERSAL HOLDING being the sole shareholder of the acquiring legal entity BAR10 herewith holds a

Universal Shareholders' Meeting

of BAR10, waiving the observance of any legal provisions or provisions of the Shareholders' Agreement relating to the required form and periods, including those provided in Sects. 47, 49 UmwG, and resolves as follows:

(1) **The merger agreement provided in the above section F.I is approved without reservation. The merger is based on the closing balance of DEUTSCHE GRAMMOPHON a per 31 December 1998 attached as EXHIBIT 11.**

- (2) The observance of any legal requirements or requirements provided in the shareholders' agreement as well as any required form and periods relating to the merger and its entry in the Commercial Register is waived - as far as legally possible - in particular:
- a) the drawing up of a merger report, an examination of the merger and an examination report (Sects. 8 III, 9 III, 12 III UmwG);
 - b) the challenge (action against the validity) of these resolutions, in particular the resolution to approve the merger agreement according to the above section (1) (Sect. 16 II UmwG).
- (3) The shareholders' agreement of BAR10 is revised as results from **EXHIBIT 12** of this Deed. BAR10 in particular takes over the firm name of DEUTSCHE GRAMMOPHON according to Sect. 18 I UmwG and the regulations concerning the object of the enterprise, the fiscal year and the share capital are revised.

Further resolutions have not been adopted.

[crossed out]

AUTHENTICATION

Eric von Graffenried, Notary Public of the canton of Berne with office in Berne (Switzerland)

authenticates:

The above is a true and complete copy of the original which was presented to me, the Notary Public.

Authenticated in the Notary's office on first June one thousand nine hundred and ninety-nine.

1 June 1999

The Notary

[signature illegible]

[seal of the notary]

[seal]

This is to certify that the above is a true and correct translation of the German original.

Rösrath, 28 March 2001


Maria Welsing

Qualified translator

Certified by the Higher Regional Court of Cologne