

07-22-2002



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**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 07/02/02
- 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 Effective Date  
Month Day Year
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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.)

07/22/2002 GTOW11 00000015 060735 74476166  
01 FC:481 40.00 CH

**FOR OFFICE USE ONLY**

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

**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.

Howard F. Mandelbaum

6/28/02

Name of Person Signing

Signature

Date Signed

TRADEMARK RELEASE

This Release is granted as of the 13 day of June, 2002, by ARISTA GOOD GIRLS, INC., a Delaware corporation ("Secured Party") to BAD BOY RECORDS, a New York general partnership ("Grantor"), as follows:

WITNESSETH

WHEREAS, pursuant to a Grant of Trademark Security Interest, dated as of July 1, 1998 ("Grant of Trademark Security Interest"), Grantor granted to the Secured Party a security interest in the "Trademark Collateral" (as that term is defined in Annex I attached hereto, such definition to be deemed set forth herein and hereby made a part hereof); and

WHEREAS, the Secured Party wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all security interests, liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Trademark Collateral, and more particularly (i) the security interest in the Trademark Collateral, including, without limitation, the trademarks specifically identified in Schedule A attached hereto, (ii) all proceeds, products, rents and profits of or from any and all of the Trademark Collateral; (iii) all goodwill of Assignor's business symbolized by the Trademarks (as that term is defined in Annex I) and associated therewith; and (iv) all causes of action arising prior to the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same, and



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

On June 18, 2002, before me, Steven Hawley, the SVP of ARISTA GOOD GIRLS, INC., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed his/her name in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which such person acted executed this instrument.

WITNESS MY OFFICIAL HAND AND SEAL

  
\_\_\_\_\_  
Notary Public

BRUCE GROSSBERG  
Notary Public, State of New York  
No. 02GR5016140  
Qualified in Queens County  
Commission Expires Aug. 2, 2005

## ANNEX "I"

**"Trademark Collateral"** shall mean:

All of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest wherever the same may be located:

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or other business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Trademarks:

<u>Registered Owner/ Applicant</u>	<u>Trademark Description</u>	<u>Registration Number/ Serial Number</u>	<u>Registration Date/ Filing Date</u>
Bad Boy Records	Bad Boy Records		
Bad Boy Records	Bad Boy Entertainment, Inc.		
Bad Boy Records	The mark comprises the words "Bad Boy Entertainment" and the depiction of a baby.	74-476166	1/4/94

LEVINE & MANDELBAUM

ATTORNEYS AT LAW  
EMPIRE STATE BUILDING  
SUITE 7814  
350 FIFTH AVENUE  
NEW YORK, N.Y. 10118

ALAN H. LEVINE

HOWARD F. MANDELBAUM

PATENTS AND TRADEMARKS

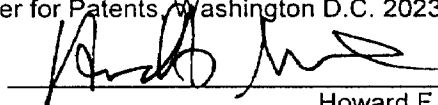
TELEPHONE: 212-239-4162

TELECOPIER: 212-629-4204

CERTIFICATE OF MAILING

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington D.C. 20231 on June 28, 2002.

Dated: June 28, 2002



Howard F. Mandelbaum

Box ASSIGNMENT

FEE

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Re: U.S. Trademark Application No. 74/476,166  
Arista Good Girls, Inc. to Bad Boy  
Records  
Our Ref: WARS0710US

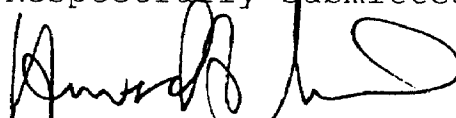
Sir:

Transmitted herewith for recordal is a Trademark Release with cover sheet.

It is requested that the enclosed self-addressed postcard be stamped with the official dating stamp of the U.S. Patent and Trademark Office and returned. If the enclosed papers are considered incomplete in any way, it is also requested that the undersigned be advised by collect telephone call to (212) 239-4162 immediately upon receipt of this correspondence.

The fee of \$40.00, plus any unpaid fee or balance which must be paid at this time to keep the case alive, may be charged to deposit account no. 06-0735. A duplicate of this authorization is enclosed.

Respectfully submitted



Howard F. Mandelbaum  
Registration No. 27,519  
Attorney for Applicant

HFM:cnt  
enc.

RECORDED: 07/02/2002

TRADEMARK  
REEL: 002546 FRAME: 0510