

06-18-2003

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-  
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FORM COVER SHEET  
MARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Musictoday, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Virginia
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 01-01-2003

2. Name and address of receiving party(ies)

Name: Musictoday, LLC

Internal

Address:

Street Address: P.O. Box 1911

City: Charlottesville State: VA Zip: 22903

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company-Virginia

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,685,741;

2,685,740; 2,377,975; 2,339,141

Additional number(s) attached  Yes  No

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

Name: David S. Lionberger, Esq.

Internal Address:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06/17/2003 BYRNE 00000126 2685741  
01 FC:0521  
02 FC:0522  
Street Address: c/o Christian & Barton, LLP  
909 East Main St.; Suite 200  
City: Richmond State: VA Zip: 23219

DO NOT USE THIS SPACE

9. Signature.

DAVID S. LIONBERGER  
Name of Person Signing

Signature

May 28, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002756 FRAME: 0349

## ASSIGNMENT OF TRADEMARK

**WHEREAS, MUSICTODAY, INC.**, a Virginia corporation (“Assignor”), has adopted, owns and is using the following marks (the “Marks”):

**MUSICTODAY** (USPTO Reg. No.: 2685741; Reg. Date: February 11, 2003) for providing music information via an online electronic communications network, ticket reservations and arranging for ticket reservations for shows, concerts, entertainment, sports and other events in International Class 41;

**MUSICTODAY** (USPTO Reg. No.: 2685740; Reg. Date: February 11, 2003) for dissemination of advertising for others via an online electronic communications network in International Class 35;

**MUSICTODAY.COM** (USPTO Reg. No.: 2377975; Reg. Date: August 15, 2000) for providing music information via an online electronic communications network in International Class 41; and

**MUSICTODAY.COM** (USPTO Reg. No.: 2339141; Reg. Date: April 4, 2000) dissemination of advertising for others via an online electronic communications network;

**MUSICTODAY** (CTM Application No. 001736347; Filing Date: June 28, 2000) for:

- Compact discs; magnetic tapes; phonograph records; magnetic data carriers; recording discs, in International Class 9,
- Dissemination of advertising matter; dissemination of advertising for others via an online electronic communications network; business information services; promotion service; compilation of advertisement for use as web pages on the Internet; retail services in the field of music, in International Class 35, and
- Information relating to entertainment or education, provided online from a computer database or the Internet; providing music information via an online electronic communications network; providing online electronic publication, in International Class 41.

**WHEREAS, MUSICTODAY, LLC**, a Virginia limited liability company (“Assignee”), desires to acquire all right, title and interest in and to the Marks, and any and all registrations for or applications to register the Marks, together with the goodwill associated with the Marks;

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1 U.S.) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties:

1. Assignor, for itself and its agents, successors, heirs and assigns, hereby sells, assigns and transfers to Assignee all of the Assignor’s right, title and interest in and to

the Mark, including all trademark, trade secret and all other intellectual property rights in the Mark, statutory and at common law, together with the goodwill of the business symbolized by the Marks, and any existing or pending registrations or applications for federal or state registration of the Marks.

2. Assignor hereby authorizes and requests, as appropriate, the Commissioner of Patents and Trademarks and the Office for Harmonization in the Internal Market to record Assignee as the assignee and owner of the Marks and any federal application or registration therefor.

3. Assignor represents and warrants to Assignee that Assignor is the sole and exclusive owner of the rights herein conveyed to Assignee, that Assignor has not heretofore assigned, pledged or otherwise encumbered the same, and that Assignor has full power to enter into this agreement and to make the grants herein contained.

4. Assignor hereby agrees, without requiring further remuneration, to promptly provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (4) to otherwise secure and preserve its rights in the Marks; and (5) in the recordation, implementation or perfection of this Assignment.

5. This is the complete Agreement between the parties with respect to the subject matter contained herein and the parties all intend and agree that this Agreement may not be modified or any waiver of terms claimed unless in writing signed by all parties. The parties hereby irrevocably waive any right to orally modify any term of this Agreement. This Agreement shall be governed by the laws of the State of Virginia, exclusive of its conflicts of laws provisions.

Any notices hereunder shall be sent by (i) certified mail, return receipt requested, or (ii) nationally recognized overnight carrier (in both cases notice deemed made on the date mailed, postage paid). Notices shall be sent to the address appearing on the face of the Agreement. A party shall update its notice address by sending notice of change of address in conformity with this paragraph. The parties hereby irrevocably waive any right to orally modify any term of this Agreement.

This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one and the same original Agreement.

Dated as of the 1<sup>st</sup> day of January, 2003.

**MUSICTODAY, INC.**

"Assignor"

By: 

R. Coran Capshaw  
Chairman

Date: 5/21/03

**MUSICTODAY, LLC**

"Assignee"

By: 

R. Coran Capshaw  
Chairman

Date: 5/21/03

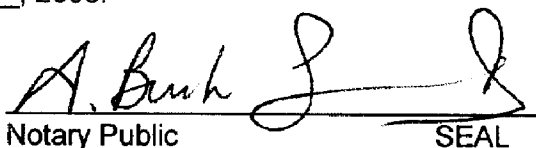
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Acknowledgements

State of Virginia )  
County of Albemarle )

Personally appeared before me R. Coran Capshaw, with whom I am personally acquainted or who made himself known to me by satisfactory evidence, who acknowledged that he executed the above instrument for the purposes therein contained and that he had authority to execute this instrument on behalf of Musictoday, Inc. a Virginia corporation, as its Chairman.

Witness my hand this 21<sup>st</sup> day of May, 2003.

  
Notary Public SEAL

My commission expires: ~~My Commission Expires May 31, 2005~~

State of Virginia )  
County of Albemarle )

Personally appeared before me R. Coran Capshaw, with whom I am personally acquainted or who made himself known to me by satisfactory evidence, who acknowledged that he executed the above instrument for the purposes therein contained and that he had authority to execute this instrument on behalf of River Bend Management, Inc., a Virginia corporation, as its President, for Musictoday, LLC, a Virginia limited liability company, as its Chairman.

Witness my hand this 21<sup>st</sup> day of May, 2003.

  
Notary Public SEAL

My commission expires: ~~My Commission Expires May 31, 2005~~