

07-09-2003



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FINANCE SECTION

7-2-03

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
06 30 2003

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06 30 2003

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- 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.)

07/08/2003 LNUJELLER 00000275 071907 76137086

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01 FC:8521 40.00 DA
02 FC:8522 150.00 DA

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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

TRADEMARK

REEL: 002773 FRAME: 0355

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.

Allyn Taylor

Name of Person Signing


Signature

7/2/03

Date Signed

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "*Agreement*") is made and entered into as of June 18, 2003 by and between **ROXIO, INC.**, a Delaware corporation ("*Roxio*"), and **Napster, LLC**, a Delaware limited liability corporation ("*Napster*").

RECITALS

WHEREAS, **Roxio** is the managing member and ninety-nine point six percent (99.6%) owner of **Napster**; and

WHEREAS, **Roxio** desires to contribute and transfer to **Napster**, and **Napster** desires to accept from **Roxio** as a capital contribution, all of **Roxio**'s right, title and interest in and to the Contribution Assets (as defined below) as a transfer of additional paid in capital with respect to **Roxio**'s status as managing member and ninety-nine point six percent (99.6%) owner of **Napster**.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and for other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

ARTICLE I TRANSFER, ACCEPTANCE AND EXCHANGE

1.1 TRANSFER. Subject to the terms and conditions of this agreement, and in connection with the **Roxio**'s status as managing member and ninety-nine point six percent (99.6%) owner of **Napster**, **Roxio** hereby irrevocably contributes, transfers and assigns to **Napster** all right, title and interest to the assets purchased by **Roxio** from **Napster, Inc.** pursuant to that certain Asset Purchase Agreement by and between **Roxio** and **Napster, Inc.** dated November 15, 2002 and owned by **Roxio** as of May 19, 2003 (the "*Contribution Assets*"). Such contribution is intended to be a tax-free capital contribution within the meaning of Section 721 of the Internal Revenue Code of 1986, as amended. **Napster** hereby accepts the Contribution Assets as of June 30, 2003.

1.2 CAPITAL ACCOUNT ADJUSTMENT. In consideration for the contribution by **Roxio** of the Contribution Assets, **Roxio**'s Contribution Percentage (as defined in the **Napster LLC Agreement**) and capital account will be increased according to the terms of that certain Amended and Restated Limited Liability Company Operating Agreement of **Napster, LLC** dated as of May 19, 2003 by and among **Roxio**, **UMG Duet Holdings, Inc.**, and **SMEI Duet Holdings, Inc.** (the "*Napster LLC Agreement*").

1.3 POWER OF ATTORNEY. **Roxio** hereby constitutes and appoints **Napster** as **Roxio**'s true and lawful attorney in fact, with full power of substitution in **Roxio**'s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in **Napster** or to

protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to any intellectual property that may have accrued in Roxio's favor from the date of Roxio's acquisition of such property to the date hereof. Roxio hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

1.4 WARRANTY. Roxio makes no warranties with respect to the assets contributed hereunder, and assigns such assets "As Is."

ARTICLE II MISCELLANEOUS

2.1 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, statements, negotiations and understandings by and between the parties with respect to the matters covered herein.

2.2 GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Delaware, USA without regard to conflicts of law principles.

2.3 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

2.4 SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

2.5 CONSEQUENTIAL DAMAGES WAIVER. Roxio shall not be liable to Napster for any indirect, incidental, or consequential damages or damages from lost profits or lost use even if Roxio has been advised of the possibility of such damages.

2.6 FURTHER ASSURANCES. Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement. Each party will execute and deliver such additional documents and instruments, and perform such additional acts, as are commercially reasonable and necessary to carry out and perform its obligations in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ROXIO, INC.
a Delaware corporation

By: [Signature]
Name: William E. Crowley, Jr.
Title: Secretary

NAPSTER, LLC
a Delaware limited liability company

By: [Signature]
Name: R. E. [Signature]
Title: CEO

OK LEGAL
[Signature]