

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	RELEASE of Security Interest
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CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roxio, Inc.		11/18/2003	CORPORATION: DELAWARE
Bertelsmann AG		11/18/2003	CORPORATION:

RECEIVING PARTY DATA	
<b>Name:</b>	Roxio, Inc.
<b>Street Address:</b>	455 El Camino Real
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95050
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Roxio, Inc. (Parent of Napster LLC)
<b>Street Address:</b>	455 El Camino Real
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95050
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2575170	NAPSTER
Serial Number:	76137086	
Serial Number:	78039025	
Serial Number:	78039019	NAPSTER
Serial Number:	78014821	NAPSTER
Serial Number:	76137325	NAPSTER
Serial Number:	78011867	NAPSTER

CORRESPONDENCE DATA	<b>TRADEMARK</b>
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**900006932**

**REEL: 002825 FRAME: 0146**

OP \$190.00 2575170

Fax Number: (408)367-2913

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 408-367-4847

Email: growney@roxio.com

Correspondent Name: William E. Growney, Jr.

Address Line 1: c/o Roxio Inc. - 455 El Camino Real

Address Line 4: Santa Clara, CALIFORNIA 95050

NAME OF SUBMITTER:

Mich Evans

**Total Attachments: 5**

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November 14, 2003

OUR FILE NUMBER  
735,400-018

Bertelsmann AG  
Carl-Bertelsmann-Straße 270  
D-33311 Gütersloh  
GERMANY

WRITER'S DIRECT DIAL  
(213) 430-6421

WRITER'S E-MAIL ADDRESS  
[mgursky@omm.com](mailto:mgursky@omm.com)

**Re: Release of Security Interest by Bertelsmann AG in  
Assets of Napster, Inc. and Napster Music Company Inc.**

Ladies and Gentlemen:

This letter is being delivered pursuant to the following agreements, which are collectively referred to herein as the "Security Agreements":

1. Security Agreement, dated October 30, 2000, between Napster, Inc. and Bertelsmann AG ("Bertelsmann");
2. First Amendment to Security Agreement, dated January 31, 2001, between Napster, Inc. and Bertelsmann;
3. Second Amendment to Security Agreement dated June 8, 2001, between Napster, Inc. and Bertelsmann;
4. Third Amendment to Security Agreement, dated October 16, 2001, between Napster, Inc. and Bertelsmann;
5. Fourth Amendment, dated May 3, 2002, between Napster, Inc. and Bertelsmann;
6. Security Agreement, dated January 31, 2001, between Napster Music Company, Inc. ("Napster Music") and Bertelsmann;
7. First Amendment to Security Agreement, dated June 8, 2001, between Napster Music and Bertelsmann;
8. Second Amendment to Security Agreement, dated October 16, 2001, between Napster Music and Bertelsmann;

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9. Third Amendment to Security Agreement, dated May 3, 2002, between Napster Music and Bertelsmann;
10. Guaranty, dated January 31, 2001, between Napster, Inc. and Bertelsmann;
11. Reaffirmation and Amendment of Guaranty, dated October 16, 2001, between Napster, Inc. and Bertelsmann; and
12. Guaranty, dated October 16, 2001 between Napster Music and Bertelsmann;
13. Credit Guaranty Agreement, dated June 4, 2002, among Enco Recovery Corp. (f/k/a Napster, Inc.), Enco-2 Recovery Corp (f/k/a Napster Music Company Inc.), Enco-3 Recovery Corp (f/k/a Napster Mobile Company, Inc.) and Bertelsmann; and
14. Security and Pledge Agreement, dated as of June 4, 2002, among Enco Recovery Corp. (f/k/a Napster, Inc.), Enco-2 Recovery Corp. (f/k/a Napster Music Company, Inc.), Enco-3 Recovery Corp (f/k/a Napster Mobile Music Company, Inc.) and Bertelsmann.

Pursuant to the Security Agreements, Bertelsmann took a security interest in the assets of Napster, Inc. and Napster Music (the "Collateral," as that term is defined in the Security Agreements).

Napster, Inc., Napster Music, and Napster Mobile Company, Inc. (collectively, "Napster") entered into an Asset Purchase Agreement (the "APA") with Roxio Inc. ("Roxio"), dated November 15, 2002, whereby Roxio acquired certain of Napster's assets (the "Assets") during Napster's bankruptcy proceeding. The Assets may constitute all or part of the Collateral.

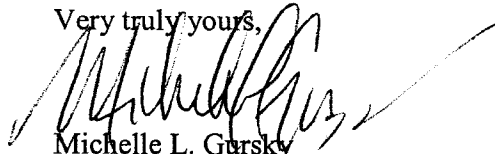
The United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered that certain Order Under 11 U.S.C. §§ 105(a), 363, 365 and 1146(c), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (A) Approving Asset Purchase Agreement, (B) Authorizing the Sale of Substantially All of the Debtors' Assets, (C) Authorizing Assumption and Assignment of Certain Executory Contracts, and (D) Granting Other Related Relief (the "Sale Order") on or about November 27, 2002. Pursuant to the Sale Order, the APA was approved and the acquisition and transfer of the Assets to Roxio was made free and clear of any and all claims, liens, encumbrances and interests (collectively, "Interests") of third parties, including without limitation any such Interests of Bertelsmann that it had or may have had in the Assets.

Moreover, the Sale Order provides that third parties such as Bertelsmann are permanently enjoined from asserting any Interests in the Assets. In other words, pursuant to the Sale Order Roxio acquired the Assets free and clear of any Interest of Bertelsmann, and Bertelsmann cannot assert any such Interests in the Assets.

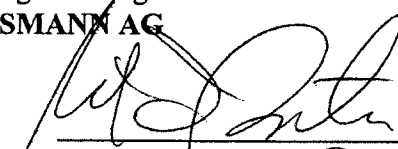
Nonetheless, out of an abundance of caution and in accordance with the terms of the Sale Order, we request that Bertelsmann execute this letter in order to facilitate the transfer and use of the Assets by Roxio.

By signing below, Bertelsmann shall confirm that any and all of its security interests, liens and/or other encumbrances with respect to the Assets, including without limitation those relating to or securing the obligations of Napster, Inc. and Napster Music under the Security Agreements, have been and shall be deemed terminated and released and of no further force and effect without any further action by Napster or Bertelsmann. In addition, by signing below Bertelsmann shall further confirm that it will take all reasonably requested actions necessary to evidence the release of such liens referred to in the preceding paragraph, including the delivery of all documentation relating to the Assets (including all certificates of title) in the possession of Bertelsmann or its agents to or as instructed by Roxio and executing any documents or certificates necessary to evidence such release of liens. Bertelsmann hereby authorizes Roxio, or its counsel, O'Melveny & Myers LLP, to file any appropriate Uniform Commercial Code termination statements on its behalf.

Very truly yours,

  
Michelle L. Gursky  
for O'MELVENY & MYERS LLP

Acknowledged and agreed:  
**BERTELSMANN AG**

Signature: 

Date: 11/18/03

Print Name: ROBERT J. Sorrentino

Title: ATTORNEY-IN-FACT

**EXHIBIT A - PATENTS**

<b>Title</b>	<b>Registration/Application No.</b>
Real-time search engine	6,366,907
System and method for determining affinity using objective and subjective data	6,697,800

**EXHIBIT B – TRADEMARKS**

<b>Mark</b>	<b>Registration/Application No.</b>
NAPSTER	2,575,170
Animal Design	76/137,086
Design	78/039,025
NAPSTER	78/039,019
NAPSTER	78/014,821
NAPSTER & Design	76/137,325
NAPSTER & Design	78/011,867