

Form PTO-1504

1-31-92

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

ZOMBA ENTERPRISES, INC.

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

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

3. Nature of conveyance:

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

Execution Date: July 23, 2004

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

Name: BERTELSMANN MUSIC GROUP, INC.

Address: 1540 Broadway  
New York, New York 10036

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

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) & addresses attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,230,849

Additional Numbers attached?  Yes  No

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

Name: Lawrence Eli Apolzon

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

Tel: (212)813-5900; Fax: (212)813-5901

6. Total number of applications and registration involved:.....1

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

Authorized to be charged to deposit account  
(Only if total fee is not sufficient)

8. Deposit account number:

23-0825; Docket No.: ZOME - 04233 49

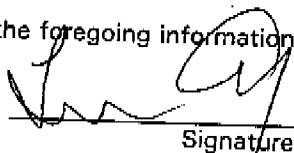
(Attach duplicate copy of this page if paying by deposit account)

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.

Lawrence Eli Apolzon  
Name of Person Signing

  
Signature

11/14/04  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

CH \$40.00 230826 2230849

## ASSIGNMENT AGREEMENT

AGREEMENT, dated as of July 23, 2004, between Zomba Enterprises, Inc., a New York corporation ("Assignor"), and Bertelsmann Music Group, Inc., a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, Bertelsmann AG ("**Bertelsmann**") and Sony Corporation of America ("**Sony**") have entered into a Contribution Agreement dated as of December 11, 2003, as amended (the "**Contribution Agreement**"), pursuant to which they have agreed to form a joint venture in the recorded music business; in order to make the required contributions to the joint venture, certain internal restructurings (including the transactions contemplated hereby) must be completed; and

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

**Section 1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Contribution Agreement.

**Section 2. Assignment Of Assets.** (a) Assignor hereby transfers, assigns, conveys and delivers to Assignee all of the right, title and interest of Assignor in, to and under the Bertelsmann Excluded Assets described on the schedule attached hereto.

(b) Assignee hereby accepts all the right, title and interest of Assignor in, to and under all Bertelsmann Excluded Assets transferred pursuant to Section 2.

**Section 3. Conflicts With Contribution Agreement.** The parties hereto agree that this Agreement is intended to implement the terms and conditions of the Contribution Agreement. In the event that there is a conflict between the terms of this Agreement and the Contribution Agreement, the terms of the Contribution Agreement shall govern.

**Section 4. Further Assurances.** The parties agree to execute and deliver such further instruments and do such further acts and things as may be required or desirable to carry out the intent and purpose of this Agreement.

**Section 5. Amendments; Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and

is signed, in the case of an amendment, by the parties hereto or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

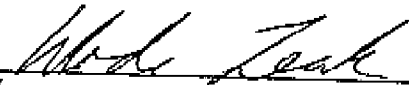
**Section 6. *Successors and Assigns.*** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of the parties hereto, and, except as otherwise contemplated herein, nothing herein express or implied shall give or be construed to give any person, other than the parties hereto, any legal or equitable rights hereunder.

**Section 7. *Governing Law.*** This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules thereof.

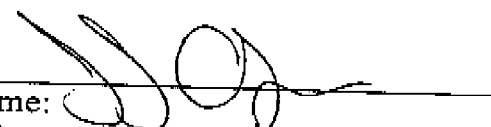
**Section 8. *Counterparts.*** This Agreement may be executed in one or more counterparts (including by photocopy or facsimile), each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ZOMBA ENTERPRISES, INC.

By:   
Name:  
Title:

BERTELSMANN MUSIC GROUP, INC.

By:   
Name:  
Title:

**Schedule A  
Marks**

BRENTWOOD-BENSON MUSIC PUBLISHING logo (U.S. Reg. No. 2,230,849)  
(including all goodwill associated with the mark set forth above)