

Form PTO-1594  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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### RECORDATION FORM COVER SHEET TRADEMARKS 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):**

Sony Music Entertainment Inc.

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

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

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Assignment nunc pro tunc effective December 16, 2003
- Merger
- Change of Name

Execution Date: November 10, 2004

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

Name: The Mainstream Records Group, Inc.

Internal Address: \_\_\_\_\_

Street Address: 22643 NW Merediana

City: Boca Raton State: FL Zip: 33433

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- 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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,839,304

Additional number(s) attached  Yes  No

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

Name: Noel M. Cook, Esq.

Internal Address: \_\_\_\_\_

Owen, Wickersham & Erickson, P.C.

Suite 1910

Street Address: 455 Market Street

City: San Francisco State: CA Zip: 94105

**6. Total number of applications and registrations involved: .....**

1

**7. Total fee (37 CFR 3.41).....\$** 40

- Enclosed
- Authorized to be charged to deposit account

**8. Deposit account number:**

502333

(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.*

Noel M. Cook

Name of Person Signing



Signature

December 10, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

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

CH \$40.00 502333 1839304

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT is effective this 16<sup>th</sup> day of December, 2003 ("Effective Date"), from Sony Music Entertainment Inc., a Delaware corporation located at 550 Madison Avenue, New York, New York 10022-3211 ("Assignor"), and The Mainstream Records Group, Inc., a Florida corporation located at 22643 NW Merediana, Boca Raton, Florida 33433 ("Assignee").**

**WHEREAS, Assignor is the owner of certain rights, title and interest in and to the MAINSTREAM trademark in the United States and elsewhere in the world; and**

**WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's rights, title and interest in and to such trademarks;**

**NOW, THEREFORE, for good and valuable consideration, including, without limitation, the consideration described in the Acquisition Agreement by and among Assignor and Assignee dated as of December 16, 2003, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:**

- 1. The "MAINSTREAM" trademark, to the extent of Assignor's rights therein anywhere in the world, and those trademark registrations embodying the MAINSTREAM trademark that are set forth on Schedule A annexed hereto, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter "Trademarks");**
- 2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common-law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");**
- 3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages there from; and**
- 4. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.**

**Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.**

**Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities, including, without limitation, any additional documents that need to be filed with the trademark offices of any particular governmental jurisdiction anywhere in the world.**

THE RIGHTS ASSIGNED HEREUNDER AS ASSIGNED "AS IS". NEITHER ASSIGNOR NOR ANY OTHER PERSON MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH TRANSFER AND/OR ASSIGNOR'S RIGHTS IN AND TO THE TRADEMARKS AND THE RELATED RIGHTS, AND ASSIGNOR HEREBY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES, WHETHER BY ASSIGNOR OR BY ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OR ANY OTHER PERSON, WITH RESPECT TO THIS TRADEMARK ASSIGNMENT.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused the Assignment to be duly executed and delivered as of the 10 day of November, 2004.

SONY MUSIC ENTERTAINMENT INC. ("Assignor")

By: [Signature]  
Name: Steven E. Kober  
Title: President

Subscribed and sworn to before me this 10 day of November 2004

[Signature]

Notary Public

HELENE B. KRASNER  
Notary Public - State of New York  
NO. 01-0510004  
Qualified in New York County  
Commission Expires Sept. 14, 2006

**SCHEDULE A**

*(Attached hereto in accordance with paragraph 1 above)*

**Schedule of Trademarks**

***[See attached]***

Wiki Coverage for MAINSTREAM  
 Trademark Records By Country 1 Line

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
<b>United States of America</b>							
35 Sony Music Entertainment Inc.	MAINSTREAM	United States of America	75-547179	1424637	Jan 13 1997	9	Registered
35 Sony Music Entertainment Inc.	MAINSTREAM	United States of America	74429323	1838304	Jan 14 1994	9	Registered
<b>African Intellectual Property Organisation</b>							
Sony Music Entertainment Inc.	MAINSTREAM	African Intellectual Property Organisation	83272	33770	Mar 4 1994	9	Registered
<b>Argentina</b>							
12 Sony Music Entertainment Inc.	MAINSTREAM	Argentina	1.908.226	1615802	Sep 16 1995	9	Registered
<b>Austria</b>							
13 Sony Music Entertainment Inc.	MAINSTREAM	Austria	AM 059/94	133620	Aug 3 1994	9	Registered
<b>Bahrain</b>							
182 Sony Music Entertainment Inc.	MAINSTREAM	Bahrain	421/94	17392	Mar 30 1994	9	Registered
<b>Benelux</b>							
065 Sony Music Entertainment Inc.	MAINSTREAM	Benelux	821652	547588	Feb 8 1994	9	Registered
<b>Bolivia</b>							
197 Sony Music Entertainment Inc.	MAINSTREAM	Bolivia	1585	60852-C	Mar 28 1995	9	Registered
<b>Brazil</b>							
2504 Sony Music Entertainment Inc.	MAINSTREAM	Brazil	817709881	817709881	Jan 16 1996	9	Pending
<b>Canada</b>							
1425 Sony Music Entertainment Inc.	MAINSTREAM	Canada	747462	466225	Mar 29 1996	9	Registered
<b>Chile</b>							
1460 Sony Music Entertainment Inc.	MAINSTREAM	Chile	286.473	448390	Aug 1 1995	9	Registered

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