

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul Green		05/11/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Paul Green School of Rock Music LLC		
Street Address:	1804 Rittenhouse Square		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76585244	THE PAUL GREEN SCHOOL OF ROCK MUSIC	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte, Esq.		
Address Line 1:	100 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110-2131		
NAME OF SUBMITTER:	Michelle A. Massicotte, Esq.		
Signature:	/Michelle A. Massicotte/		
Date:	05/12/2005		

Total Attachments: 3
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INTELLECTUAL PROPERTY ASSIGNMENT

The undersigned individual, Paul Green ("Assignor"), hereby agrees as follows:

1. Assignment. Assignor hereby assigns to Paul Green School of Rock Music LLC, a Delaware limited liability company ("Company"), exclusively throughout the world all right, title and interest (choate or inchoate) in: (i) the intellectual property listed on Schedule A hereto; and (ii) all goodwill of the business in the goods and services for which such intellectual property is used and other intellectual property rights of any sort related thereto (clauses (i) and (ii), and as and if expanded by Section 3, collectively referred to herein as the "Intellectual Property").

2. Consideration. This assignment to the Company is being made pursuant to that certain Operating Agreement of even date herewith between the Assignor and the Roberts Family Limited Partnership L.P. pursuant to which the Assignor will acquire fifty-one (51) Membership Units of the Company in his capacity as the Company's founding Member in consideration for such assignment.

3. Moral Rights. To the extent allowed by law, the term "Intellectual Property" as used in Section 1 hereof shall include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like relating to the Intellectual Property (collectively "Moral Rights"). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Company and Assignor agrees not to assert against Company any claims to such Moral Rights. Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. Further Assurances. Assignor agrees to assist Company to evidence, record and perfect the assignment of the Intellectual Property under Section 1 hereof and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the assigned rights to the Intellectual Property. If Company is unable for any reason whatsoever to secure Assignor's signature to any document to which it is entitled under this Section 4, Assignor hereby irrevocably designates and appoints Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and in his stead, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

5. Warranty. Assignor represents and warrants to Company that Assignor: (i) except as set forth on Schedule B hereto, was the sole owner of all rights, title and interest in the Intellectual Property; (ii) has full power and authority to execute this instrument and to make the assignment as provided in Section 1 hereof; and (iii) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property.

6. Miscellaneous.

6.1 Injunction. Assignor agrees that it would be difficult to measure any damages caused to Company which might result from any breach by Assignor of the covenants and agreements set forth in this instrument, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, Assignor agrees that if he breaches, or proposes to breach, any portion of this instrument, Company shall be entitled, in addition to all other remedies that it may have, to an

injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to Company.


6.2 Successors and Assigns. This instrument will be binding upon Assignor and his heirs, executors, administrators and legal representatives and will inure to the benefit of Company, any subsidiary of Company, and its and their respective successors and assigns. Assignor may not assign any of his rights, or delegate any of his obligations under this instrument.

6.3 Enforceability. If any portion or provision of this instrument is to any extent declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this instrument, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this instrument shall be valid and enforceable to the fullest extent permitted by law. In the event that any provision of this instrument is determined by any court of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal or functional coverage, such provision will be deemed to extend only over the maximum geographic, temporal and functional scope as to which it may be enforceable.

6.4 Governing Law. This instrument shall be construed under and be governed in all respects by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law principles. The parties hereto agree that the state or federal courts located within said Commonwealth shall have exclusive jurisdiction over any dispute arising out of this instrument and hereby agree to submit to personal jurisdiction of such courts.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal on this ___ day of March, 2005.

ASSIGNOR:



Paul Green

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

On this 1st day of May, 2005, before me, the undersigned notary public, personally appeared Paul Green, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed above as Assignor, and acknowledged to me that he signed it voluntarily for its stated purpose.

, Notary Public. My commission expires: July 7, 2008

NOTARIAL SEAL
Veronica Love-Robinson, Notary Public
Philadelphia, Philadelphia County
My commission expires July 7, 2008

SCHEDULE A

INTELLECTUAL PROPERTY

All right, title and interest in and to the tradename PAUL GREEN SCHOOL OF ROCK MUSIC, all trademarks, service marks and trademark applications related thereto, including, without limitation, the United States Trademark Application Number 76/585244 for the trademark THE PAUL GREEN SCHOOL OF ROCK MUSIC filed April 5, 2004, and all goodwill of the business in the goods and services for which such intellectual property is used.