

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
Benson Records, Inc.		07/23/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bertelsmann Music Group, Inc.		
Street Address:	550 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1590643	BENSON	
Registration Number:	2050584	BENSON MUSIC GROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	dsullivan@frosszelnick.com		
Correspondent Name:	Lawrence Eli Apolzon		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	866 United Nations Plaza		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Lawrence E. Apolzon		
Signature:	/lawrence apolzon/		
Date:	04/29/2005		

CH \$65.00 1590643

Total Attachments: 3

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ASSIGNMENT AGREEMENT

AGREEMENT, dated as of July 23, 2004, between Benson Records, 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.

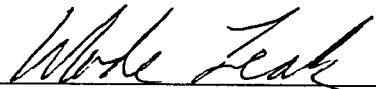
Section 6. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of the parties hereto, and, except as otherwise contemplated herein, nothing herein 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.

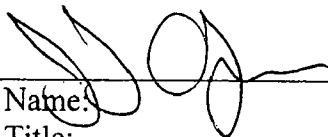
Section 8. *Counterparts.* This Agreement may be executed in one or more counterparts (including by photocopy or facsimile), each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

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

BENSON RECORDS, INC.

By: 
Name:
Title:

BERTELSMANN MUSIC GROUP, INC.

By: 
Name:
Title:

**Schedule A
Marks**

BENSON (U.S. Reg. No. 1,590,643)

BENSON MUSIC GROUP logo (U.S. Reg. No. 2,050,584)

(including all goodwill associated with the marks set forth above)