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
Sony Music Entertainment Inc.		08/05/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	USCO Holdings Inc.
Street Address:	550 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	1920745	550 MUSIC
Registration Number:	2065401	AUTOMATIC PRODUCTIONS
Serial Number:	76402129	BE*TWEEN
Registration Number:	2413536	C2
Registration Number:	1599365	CMV
Registration Number:	1600567	COLUMBIA
Registration Number:	1838383	COLUMBIA
Registration Number:	221607	COLUMBIA
Serial Number:	76340492	COLUMBIA
Registration Number:	2188791	COLUMBIA HOUSE
Registration Number:	2163365	COLUMBIA HOUSE
Registration Number:	2139677	COMMON CHORD
Registration Number:	2184770	CONNECTED
Registration Number:	2324768	COVERT

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Registration Number:	2290274	COVERT
Registration Number:	871952	CRP
Registration Number:	2378175	DAYLIGHT
Registration Number:	1600586	DINNER CLASSICS
Serial Number:	76287851	EBRIDGE
Registration Number:	2655025	EGG RECORDS
Registration Number:	1001994	EPIC
Registration Number:	585841	EPIC
Registration Number:	1738167	EPIC
Registration Number:	1838384	EPIC
Serial Number:	76340493	EPIC
Registration Number:	2308997	EPIC
Registration Number:	1776357	EPIC SOUNDTRAX
Registration Number:	1770756	EPIC SOUNDTRAX E
Registration Number:	1936029	EPIC STREET
Registration Number:	1928646	EPICDANCE
Registration Number:	2214354	EPIDROME
Registration Number:	2345469	GREAT PERFORMANCES
Registration Number:	1843475	HARMONY
Registration Number:	1692693	L LEGACY
Serial Number:	78290690	LEGACY
Serial Number:	76340491	LEGACY L
Registration Number:	2747609	LIVE BY REQUEST
Registration Number:	2133434	LIVE BY REQUEST
Registration Number:	2111421	LIVE FROM THE VAULTS
Registration Number:	2139388	LUCKY DOG
Serial Number:	76375261	MANHOLE
Registration Number:	1831120	MASTER SOUND
Registration Number:	1746841	MASTERWORKS
Registration Number:	1832625	MASTERSOUND
Registration Number:	2372931	
Registration Number:	1724580	
Registration Number:	1702991	
Serial Number:	76340490	
Registration Number:	1736197	

Serial Number:	78199961	MONUMENT
Registration Number:	850241	ODYSSEY
Registration Number:	1599427	ODYSSEY
Serial Number:	78172917	ODYSSEY
Registration Number:	1913123	OKEH
Registration Number:	243826	OKEH
Registration Number:	2339787	PLAY FROM COLUMBIA HOUSE
Registration Number:	2449533	PLAY FROM COLUMBIA HOUSE
Registration Number:	1079312	PORTRAIT
Registration Number:	2231790	PORTRAIT
Registration Number:	2231823	R
Registration Number:	1886581	RISKY BUSINESS
Registration Number:	1787677	ROOTS N' BLUES
Registration Number:	2711018	SMV
Registration Number:	2711019	SMV
Registration Number:	1772251	THE GOSPEL SPIRIT
Registration Number:	1810554	THE NICE PRICE
Registration Number:	2287517	TIMESAVER
Registration Number:	2457541	TRIBUTE TO TRADITION
Registration Number:	1947316	VIVARTE
Registration Number:	1945384	WIRE TAP

CORRESPONDENCE DATA

Fax Number: (212)813-5901

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

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 Eli Apolzon
Signature:	/lawrence eli apolzon/
Date:	06/23/2005

Total Attachments: 9

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USCO SONY TRADEMARK ASSIGNMENT

USCO SONY TRADEMARK ASSIGNMENT dated as of August 5, 2004 by Sony Music Entertainment Inc., a Delaware corporation ("Assignor") and USCO Holdings Inc., a Delaware corporation ("Holdings"), in favor of Sony BMG Music Entertainment, a Delaware general partnership ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Marks").

WHEREAS, pursuant to the Contribution Agreement, dated as of December 11, 2003, by and between Sony Corporation of America, a New York corporation ("Sony America"), and Bertelsmann AG, a German corporation, as in effect from time to time, Sony America agreed to contribute, or cause to be contributed, to Assignee certain of its rights in and to its recorded music business, including the Marks;

WHEREAS, pursuant to the USCO Holdings Contribution Agreement, dated the date hereof, between Assignor and Holdings, Assignor assigned all of its right, title and interest in and to the Marks to Holdings;

WHEREAS, simultaneously with such assignment, and pursuant to the Sony USCO Contribution Agreement, dated the date hereof, between Holdings and Assignee, Holdings assigned to Assignee all of its right, title and interest in and to the Marks to Holdings; and

WHEREAS, Assignor, Holdings and Assignee wish to record the foregoing assignment in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TRANSFER FROM ASSIGNOR TO HOLDINGS

1. Assignor hereby sells, grants, conveys, assigns and transfers to Holdings, its successors and assigns, all right, title and interest now owned or hereafter acquired by Assignor in the Marks, including without limiting the generality of the foregoing:

   (a) the goodwill of the business symbolized by and associated with the Marks;

   (b) the portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and

(c) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks, and all rights to and claims for sums due Assignor for the past, present or future exploitation of the Marks.

TRANSFER FROM HOLDINGS TO ASSIGNEE

2. Holdings hereby sells, grants, conveys, assigns and transfers to Assignee, its successors and assigns, all right, title and interest now owned or hereafter acquired by Holdings in the Marks, including without limiting the generality of the foregoing:

   (a) the goodwill of the business symbolized by and associated with the Marks;

   (b) the portion of Holdings' business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and

   (c) all rights to proceeds of the foregoing, including, without limitation, any claim by Holdings against third parties for past, present, or future infringement of the Marks, and all rights to and claims for sums due Assignor for the past, present or future exploitation of the Marks.

MISCELLANEOUS

3. This Trademark Assignment shall be governed and construed according to the laws of the State of New York as if it were wholly executed and wholly performed within the State of New York, without reference to its conflicts of law principles, and the trademark laws of the United States, as applicable.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

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Assignor and Holdings have caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

SONY MUSIC ENTERTAINMENT INC.

By: _____

Name: Steven E. Kober

Title: President

USCO HOLDINGS INC.

By: _____

Name: Steven E. Kober

Title: President

[SONY USCO TRADEMARK ASSIGNMENT AGREEMENT]

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 16 day of August, 2004 before me personally came Steven E. Kober, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [he, she] is the President of Sony Music Entertainment Inc.; [he, she] signed the instrument in the name of Sony Music Entertainment Inc.; and [he, she] had the authority to sign the instrument on behalf of Sony Music Entertainment Inc.

Norma A. Crespo

Notary Public

NORMA A. CRESPO
Notary Public, State of New York
No. 01CR4606338
Qualified in New York County
Term Expires March 30, ~~1999~~ 2007

[SONY USCO TRADEMARK ASSIGNMENT AGREEMENT]

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

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Notary Public

NORMA A. CRESPO
Notary Public, State of New York
No. 01CR4606338
Qualified in New York County
Term Expires March 30, ~~1999~~ 2007

[SONY USCO TRADEMARK ASSIGNMENT AGREEMENT]

United States of America	550 MUSIC	9	74/408,895	6/30/1993	1920745	9/19/1995	Registered
United States of America	AUTOMATIC PRODUCTIONS	9,41	74/542,380	6/27/1994	2065401	5/27/1997	Registered
United States of America	BE*TWEEN	9,16,25,41	76/402,129	5/1/2002			Pending
United States of America	C2	9	75/607,120	12/17/1998	2413536	12/19/2000	Registered
United States of America	CHAOS	9	74/247,862	2/20/1992	1841207	6/21/1994	Registered
United States of America	Chaos Design	9	73-828470	9/28/1989	1599365	6/5/1990	Registered
United States of America	COLUMBIA	9	73/833,637	10/24/1989	1600567	6/12/1990	Registered
United States of America	COLUMBIA	9	74/323,640	10/16/1992	1838383	5/31/1994	Registered
United States of America	COLUMBIA	9	71-234562	7/15/1926	221607	12/7/1926	Registered
United States of America	COLUMBIA	9,35,38,41	76/340,492	11/20/2001			Pending
United States of America	COLUMBIA HOUSE	9,35	75/190,559	10/31/1996	2188791	9/15/1998	Registered
United States of America	COLUMBIA HOUSE and Design	9,35	75/190,558	10/31/1996	2163365	6/9/1998	Registered
United States of America	COMMON CHORD	9	75/135,280	7/17/1996	2139677	2/24/1998	Registered
United States of America	CONNECTED	9	78/319,659	10/28/2003			Pending
United States of America	CONNECTED	41	75/179,781	10/10/1996	2184770	8/25/1998	Registered
United States of America	COVERT	9	75/308,235	6/13/1997	2324768	2/29/2000	Registered
United States of America	COVERT	9	75/579,268	10/29/1998	2290274	11/2/1999	Registered
United States of America	CRP (stylized)	41	72/282,177	10/10/1967	871952	6/24/1969	Registered
United States of America	DAYLIGHT	9	75/643,561	2/18/1999	2378175	8/15/2000	Registered
United States of America	DINNER CLASSICS	9	73/835,423	10/31/1989	1600586	6/12/1990	Registered
United States of America	EBRIDGE	9,35,38,42	76/287,851	7/18/2001			Pending
United States of America	EGG RECORDS	9	76/320,791	10/2/2001	2655025	11/26/2002	Registered
United States of America	EPIC	9	73/014,325	2/25/1974	1001994	1/21/1975	Registered
United States of America	EPIC	9	71/648,588	6/11/1953	585841	2/16/1954	Registered

United States of America	EPIC	9	74/268,405	4/23/1992	1738167	12/8/1992	Registered
United States of America	EPIC	9	74/323,642	10/16/1992	1838384	5/31/1994	Registered
United States of America	EPIC	35,38,41	76/340,493	11/20/2001			Pending
United States of America	EPIC & Design	9	75-573679	10/20/1998	2308997	1/18/2000	Registered
United States of America	EPIC SOUNDTRAX	9	74/323,803	10/16/1992	1776357	6/15/1993	Registered
United States of America	EPIC SOUNDTRAX & Design	9	74/200,058	8/30/1991	1770756	5/11/1993	Registered
United States of America	EPIC STREET & Design	9	74/491,369	2/16/1994	1936029	11/14/1995	Registered
United States of America	EPICDANCE & Design	9	74/480,647	1/19/1994	1928646	10/17/1995	Registered
United States of America	EPIDROME	9	75/371,090	10/10/1997	2214354	12/29/1998	Registered
United States of America	GREAT PERFORMANCES	9	75/729,963	6/16/1999	2345469	4/25/2000	Registered
United States of America	HARMONY	9	74/023,951	1/30/1990	1843475	7/5/1994	Registered
United States of America	L LEGACY (stylized)	9	74/115,747	11/15/1990	1692693	6/9/1992	Registered
United States of America	LEGACY	9,35,38,41	78/290,690	8/21/2003			Pending
United States of America	LEGACY L & Design	9,35,38,41	76/340,491	11/20/2001			Pending
United States of America	LIVE BY REQUEST	9	75/802,110	9/17/1999	2747609	8/5/2003	Registered
United States of America	LIVE BY REQUEST	41	75/976,674	1/25/1996	2133434	1/27/1998	Registered
United States of America	LIVE FROM THE VAULTS	9	75/145,800	8/6/1996	2111421	11/4/1997	Registered
United States of America	LUCKY DOG	9	74/692,756	6/23/1995	2139388	2/24/1998	Registered
United States of America	MAINSTREAM	9	74/429,923	8/25/1993	1839304	6/14/1994	Case Transferred
United States of America	MAINSTREAM	9	73/547,179	7/10/1985	1424637	1/13/1987	Case Transferred
United States of America	MANHOLE	9	76/375,261	2/26/2002			Pending
United States of America	MASTER SOUND	9	74/310,756	9/3/1992	1831120	4/19/1994	Registered
United States of America	MASTERSOUND	9	74/276,791	5/18/1992	1832625	4/26/1994	Registered
United States of America	MASTERWORKS	9	74/174,991	6/10/1991	1746841	1/19/1993	Registered

United States of America	Miscellaneous Design (Dog)	9	75/806,865	9/23/1999	2372931	8/1/2000	Registered
United States of America	Miscellaneous Design (E logo)	9	74/103,218	10/4/1990	1724580	10/13/1992	Registered
United States of America	Miscellaneous Design (Musical instruments)	9	74/198,632	8/27/1991	1702991	7/28/1992	Registered
United States of America	Miscellaneous Design (Walking O Logo)	9,35,38,41	76/340,490	11/20/2001			Pending
United States of America	Miscellaneous Design (Walking O)	9	74/186,516	7/19/1991	1736197	12/1/1992	Registered
United States of America	MONUMENT & Design	9	78/199,961	1/3/2003			Pending
United States of America	ODYSSEY	9	72/265,047	2/20/1967	850241	6/4/1968	Registered
United States of America	ODYSSEY	9	73/835,346	11/1/1989	1599427	6/5/1990	Registered
United States of America	ODYSSEY and Design	9,35,38,41	78/172,917	10/10/2002			Pending
United States of America	OKEH	9	74/543,392	6/28/1994	1913123	8/22/1995	Registered
United States of America	OKEH (stylized)	9	71/157,268	12/29/1921	243826	7/3/1928	Registered
United States of America	PLAY FROM COLUMBIA HOUSE	35	75/464,675	4/8/1998	2339787	4/11/2000	Registered
United States of America	PLAY FROM COLUMBIA HOUSE	35	75/461,280	4/3/1998	2449533	5/5/2001	Registered
United States of America	PORTRAIT	9	73/121,278	4/1/1977	1079312	12/13/1977	Registered
United States of America	PORTRAIT	9	75/381,785	10/30/1997	2231790	3/16/1999	Registered
United States of America	R & Design	9	75/386,217	11/6/1997	2231823	3/16/1999	Registered
United States of America	REPEAT	9	75/277,359	4/18/1997	2191533	9/22/1998	Registered
United States of America	RISKY BUSINESS	9	74/418,547	7/23/1993	1886581	3/28/1995	Registered
United States of America	ROOTS N' BLUES	9	74/217,100	10/30/1991	1787677	8/10/1993	Registered
United States of America	SMV	9	76/387,876	3/26/2002	2711018	4/29/2003	Registered
United States of America	SMV and Design	9	76/387,877	3/26/2002	2711019	4/29/2003	Registered
United States of America	THE GOSPEL SPIRIT & Design	9	74/171,518	5/30/1991	1772251	5/18/1993	Registered
United States of America	THE NICE PRICE	9	74/318,628	9/29/1992	1810554	12/14/1993	Registered
United States of America	TIMESAVER	9	75/498,427	6/9/1998	2287517	10/19/1999	Registered

United States of America	TRIBUTE TO TRADITION	9	75/246,167	2/24/1997	2457541	6/5/2001	Registered
United States of America	VIVARTE	9	74/466,048	12/2/1993	1947316	1/9/1996	Registered
United States of America	WIRE TAP	41	74/594,939	11/4/1994	1945384	1/2/1996	Registered