

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
EFFECTIVE DATE:	11/12/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARTISTdirect, Inc.		10/12/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Apple Computer, Inc.
Street Address:	1 Infinite Loop
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2513978	IMUSIC
Registration Number:	2511614	IMUSIC
Registration Number:	2511615	IMUSIC
Registration Number:	2511613	IMUSIC
Serial Number:	76399164	IMUSIC

CORRESPONDENCE DATA

Fax Number: (408)253-0186
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 408-974-3032
 Email: brobinson@apple.com
 Correspondent Name: Robert Robinson
 Address Line 1: 1 Infinite Loop
 Address Line 4: Cupertino, CALIFORNIA 95014

CH \$140.00 2513978

NAME OF SUBMITTER:	Robert Robinson
Signature:	/Robert Robinson/
Date:	07/19/2005

Total Attachments: 37

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TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT

AGREEMENT made this 12 day of ~~October~~ ^{November} 2004 ("Effective Date"), by and between Apple Computer, Inc. ("Apple"), a corporation existing and organized under the laws of the state of California, with offices at 1 Infinite Loop, Cupertino, California 95014, and ARTISTdirect, Inc. ("ARTISTdirect"), a corporation existing and organized under the laws of Delaware, with offices at 10900 Wilshire Blvd., Suite 1400, Los Angeles, California 90024.

WHEREAS, ARTISTdirect is and/or has been engaged in the business of online and offline music services, including record distribution, music downloads, videos, and promotion and sale of related merchandise and services.

WHEREAS, to the best of its knowledge, ARTISTdirect owns all right, title and interest in certain trademarks, service marks and trade names, in certain countries of the world, that consist of or incorporate the term IMUSIC, including but not limited to the marks listed on Attachment 1 (the "Marks") and desires to sell all of its worldwide rights in the Marks and the goodwill pertaining thereto to Apple.

WHEREAS, Apple desires to purchase from ARTISTdirect the Marks and all of ARTISTdirect's associated worldwide rights and documentation, including the goodwill pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Sale And Assignment Of Trademark. ARTISTdirect shall sell, transfer, assign, deliver and quitclaim to Apple, and Apple shall purchase and acquire, all of ARTISTdirect's rights, title,

and interest in and to the Marks, including without limitation, the goodwill pertaining to the Marks and all related worldwide applications and registrations therefor. The Marks to be sold, transferred, assigned, delivered and quitclaimed shall consist of those registrations and applications owned by ARTISTdirect on the date of execution of this Agreement that consist of or incorporate the term IMUSIC, including those listed in Attachment 1, all domain names owned by ARTISTdirect that consist of or incorporate the term IMUSIC, including those listed in Attachment 2 (the "Domain Names"), and all common law rights in the Marks. The sale shall be made free and clear of all liabilities, obligations, security interests, and encumbrances, except those expressly assumed by Apple. Apple shall purchase the Marks and the goodwill pertaining thereto for five hundred thousand U.S. dollars (US\$500,000.00) ("Purchase Price").

2. Phase-Out Period. Notwithstanding the foregoing, ARTISTdirect is entitled to a phase-out period of ninety (90) days from the Effective Date of this Agreement during which it will cease all use of the Marks (the "Phase-Out Period"). ARTISTdirect agrees to do nothing during this phase-out period that would be adverse to the rights it is transferring to Apple in this Agreement. Without limiting the generality of the preceding sentence, ARTISTdirect and its licensees shall not release any additional albums or other new goods or services under the Marks during the Phase-Out Period. Notwithstanding anything to the contrary in this Agreement, ARTISTdirect and its licensees may continue to sell off any existing inventory of compact discs bearing the Marks (the "Inventory") until the Inventory is fully depleted. To the best of ARTISTdirect's knowledge, attached hereto as Attachment 3 is a complete list of all existing inventory bearing the Marks. Within ten (10) business days following the Effective Date, ARTISTdirect shall provide to Apple a list of licensees of the IMUSIC mark. Upon conclusion of the Phase-Out Period, ARTISTdirect shall provide to Apple copies of any notices sent to such

licensees terminating such licensees' right to use the Marks, notwithstanding such licensees' continuing right to sell off the Inventory.

3. Intentionally omitted.

4. Payment. Apple shall deliver to ARTISTdirect the Purchase Price within seven (7) days following the Effective Date via wire transfer or according to such other instructions as ARTISTdirect will provide.

5. No Assumption of Liabilities. Apple shall not assume, and shall not be liable for, any liabilities, obligations and commitments of ARTISTdirect other than those expressly assumed in this Agreement.

6. Representations And Warranties Of ARTISTdirect.

(a) ARTISTdirect is a corporation validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority required to carry on its business as now conducted.

(b) The execution, delivery and performance by ARTISTdirect of this Agreement and the consummation by ARTISTdirect of the transaction contemplated in this Agreement are within ARTISTdirect's corporate powers and have been duly authorized by all necessary corporate action on the part of ARTISTdirect. This Agreement constitutes a valid and binding agreement of ARTISTdirect enforceable in accordance with its terms.

(c) The execution, delivery and performance by ARTISTdirect of this Agreement do not and will not (i) result in the creation or imposition of any lien on any asset, (ii) contravene or conflict with the articles of incorporation or bylaws of ARTISTdirect, or (iii) contravene or

and interest in and to the Marks, including without limitation, the goodwill pertaining to the Marks and all related worldwide applications and registrations therefor. The Marks to be sold, transferred, assigned, delivered and quitclaimed shall consist of those registrations and applications owned by ARTISTdirect on the date of execution of this Agreement that consist of or incorporate the term IMUSIC, including those listed in Attachment 1, all domain names owned by ARTISTdirect that consist of or incorporate the term IMUSIC, including those listed in Attachment 2 (the "Domain Names"), and all common law rights in the Marks. The sale shall be made free and clear of all liabilities, obligations, security interests, and encumbrances, except those expressly assumed by Apple. Apple shall purchase the Marks and the goodwill pertaining thereto for five hundred thousand U.S. dollars (US\$500,000.00) ("Purchase Price").

2. Phase-Out Period. Notwithstanding the foregoing, ARTISTdirect is entitled to a phase-out period of ninety (90) days from the Effective Date of this Agreement during which it will cease all use of the Marks (the "Phase-Out Period"). ARTISTdirect agrees to do nothing during this phase-out period that would be adverse to the rights it is transferring to Apple in this Agreement. Without limiting the generality of the preceding sentence, ARTISTdirect and its licensees shall not release any additional albums or other new goods or services under the Marks during the Phase-Out Period. Notwithstanding anything to the contrary in this Agreement, ARTISTdirect and its licensees may continue to sell off any existing inventory of compact discs bearing the Marks (the "Inventory") until the Inventory is fully depleted. To the best of ARTISTdirect's knowledge, attached hereto as Attachment 3 is a complete list of all existing inventory bearing the Marks. Within ten (10) business days following the Effective Date, ARTISTdirect shall provide to Apple a list of licensees of the IMUSIC mark. Upon conclusion of the Phase-Out Period, ARTISTdirect shall provide to Apple copies of any notices sent to such

conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to ARTISTdirect.

(d) ARTISTdirect warrants that, to the best of its knowledge, it is the owner of all right, title, and interest in and to the registrations and applications for the Marks identified in Attachment 1. ARTISTdirect also warrants that it has no actual knowledge of any other party using any trademark, trade name, service mark, or any other indicia of origin upon which the Marks would infringe or with which the Marks would likely be confused. ARTISTdirect warrants that, to the best of its knowledge, except as otherwise set forth in Attachment 4, the registrations and applications identified in Attachment 1 are not subject to any currently pending challenges by any third party.

(e) ARTISTdirect represents that, to the best of its knowledge, except as otherwise set forth in Attachment 4, there are no actions, suits or proceedings before any court, agency or other governmental body pending or threatened which involve the Marks.

(f) ARTISTdirect represents that it has not assigned or transferred any of its rights in the Marks to any other party.

7. Representations And Warranties Of Apple.

(a) Apple Computer, Inc. is a corporation validly existing and in good standing under the laws of the State of California and has all corporate power and authority required to carry on its business as now conducted.

(b) The execution, delivery and performance by Apple of this Agreement and the consummation by Apple of the transactions contemplated hereby are within the corporate powers of Apple and have been duly authorized by all necessary corporate action on the part of Apple.

This Agreement constitutes a valid and binding agreement of Apple enforceable in accordance with its terms.

(c) The execution, delivery and performance by Apple of this Agreement do not and will not contravene or conflict with the articles of incorporation or bylaws of Apple or any agreement to which Apple is a party or is bound. The execution, delivery and performance by Apple of this Agreement do not and will not contravene, conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Apple.

8. Cooperation. Apple and ARTISTdirect shall (i) reasonably cooperate in providing each other with information reasonably requested to assist in the completion of tax returns and reports; (ii) reasonably cooperate in preparing for or responding to any audits by or disputes with any taxing authorities relating to the ownership of the Marks; and (iii) make available to the other such information, records and documents relating to the foregoing, to the extent that the same are in the actual possession or control of such party. Additionally, ARTISTdirect shall provide Apple, at Apple's sole cost, with information, records and documents in ARTISTdirect's actual possession or control to the extent the same is reasonably necessary to assist Apple: (I) in defending any challenge to a registration or application of one of the Marks; (II) in the transfer and assignment of the Domain Names from ARTISTdirect to Apple; and (III) in demonstrating use of the Marks for purposes of filing renewals or extensions.

9. Non-Assignable Contracts. Nothing contained in this Agreement shall be construed as an attempt to assign any contract (i) which is not assignable by law without the consent of the other party or parties thereto, unless such consent shall have been given, or (ii) as to which all the

rights enjoyed by ARTISTdirect would not as a matter of law, pass to Apple as an incident of the assignments contemplated by this Agreement.

10. Documents To Be Delivered By ARTISTdirect. ARTISTdirect shall promptly turn over to Apple, at Apple's sole cost, copies of all records in ARTISTdirect's actual possession or control that are directly related to the prosecution of the Marks including, but not limited to, copies of all domestic and international trademark files and samples or specimens of the products or services on which the Marks are or have been used to the extent such samples or specimens are reasonably available. Additionally, ARTISTdirect agrees reasonably to cooperate with Apple, at Apple's sole cost, in the recordation of the assignment of the registrations and applications identified in Attachment 1, and, specifically, ARTISTdirect agrees to execute any documents necessary for said recordal, including, but not limited to, any confirmatory assignment documents drafted for the purpose of recording an assignment of a registration or application in the governmental Trademark Office of a country where such registration or application exists. Apple shall solely bear all costs of any authentications or legalizations necessary in connection with the execution and recordation of the aforementioned documents. ARTISTdirect shall deliver to Apple all instruments of assignment of the Marks, in the form and substance of the assignment document attached hereto as Attachment 5, conveying to Apple all of ARTISTdirect's right, title and interest in and to the Marks, as well as all instruments of assignment of the Domain Names, in the form and substance of the assignment document attached hereto as Attachment 6.

11. Indemnification.

(a) ARTISTdirect shall indemnify and hold Apple harmless against any and all claims, damage, loss, liability and expense (including, without limitation, reasonable expenses of

investigation and reasonable actual attorneys' fees and expenses incurred in connection with any action, suit or proceeding) incurred or suffered by Apple arising out of or related to: (i) a breach of the warranties set forth in Paragraph 6 above; or (ii) any use of the Marks and the Domain Names by or on behalf of ARTISTdirect, its affiliates, agents, assignees, and licensees from and after the Effective Date.

(b) Apple shall indemnify and hold ARTISTdirect harmless against any and all claims, damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable actual attorneys' fees and expenses incurred in connection with any action, suit or proceeding) incurred or suffered by ARTISTdirect arising out of or related to a breach of the warranties set forth in Paragraph 7 above.

12. Miscellaneous.

(a) Expenses. Apple shall pay all costs associated with recordation and assignment fees that will be incurred under this Agreement, as well as all sales, transfer, and documentary taxes payable in connection with the sales, transfers, conveyances, and deliveries to be made to Apple under this Agreement. Each party shall bear any additional expenses incurred by it in connection with the negotiation and execution of this Agreement and the consummation of the transaction provided for herein.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No rights or obligations created under this Agreement may be assigned by either party without the prior written consent of the other.

(c) Entire Agreement. This Agreement, including the Attachments hereto, represents the entire understanding and agreement between the parties with respect to the subject matter

hereof, and supersedes any prior understandings and agreements between such parties with respect to such subject matter. This Agreement can be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement or change is sought.

(d) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each were upon the same instrument.

(e) Notices. All notices, demands and requests required or permitted to be given under this Agreement shall be in writing and shall be delivered or mailed as listed below, or to such address as ARTISTdirect or Apple shall have designated by like notice. Notice shall be deemed given on the date of receipt:

If to ARTISTdirect:

President
ARTISTdirect, Inc.
10900 Wilshire Blvd., Suite 1400
Los Angeles, California 90024

with a required copy to:

Robert A. Rosenbloum, Esq.
Greenberg Traurig, LLP
3290 Northside Parkway, Suite 400
Atlanta, Georgia 30327

If to Apple:

Kevin Saul, Esq.
Apple Computer, Inc.
1 Infinite Loop, MS:3-TM
Cupertino, California 95014

(f) Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any option, right, or remedy contained in this

Agreement shall not constitute a waiver or a relinquishment for the future of such provision, option, right, or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

(g) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

(h) Relationship. The relationship of ARTISTdirect and Apple shall be that of purchaser and buyer, and nothing contained in this Agreement shall be construed to create a partnership or joint venture between them or their respective successors in interest.

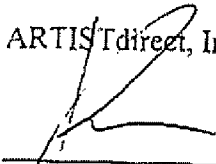
(i) Confidentiality. The matters set forth in this Agreement are strictly confidential, and, except as otherwise required by law, rule or regulation, or permitted by this Agreement, each party shall make every reasonable effort to ensure that the information contained herein or received pursuant hereto is not disclosed to any person who is not a party hereto without the prior written consent of the other party. No statement shall be provided to the press regarding this Agreement without the prior written consent of both parties; provided, however: (A) Apple may disclose this Agreement to (i) any Governmental authority or (ii) any financial institution (including banks and insurance companies) which may finance the Purchase Price under this Agreement; and (B) ARTISTdirect may disclose this Agreement (including any terms thereof) to

any Governmental or regulatory authority (including the Securities and Exchange Commission), and file reports regarding this Agreement (including any terms thereof) with any such Governmental or regulatory authority (including the Securities and Exchange Commission). This covenant shall extend beyond the Effective Date.

(j) Applicable Law and Jurisdiction. This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the laws of the State of California, United States of America, without regard to the conflict of law provisions thereof. Each party hereby expressly and irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of California in any suit, action, or proceeding arising, directly or indirectly, out of or relating to this Agreement.

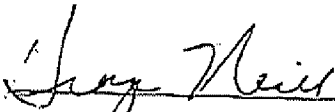
IN WITNESS WHEREOF, ARTISTdirect and Apple have caused this Agreement to be duly executed by their duly authorized representatives as shown below.

ARTISTdirect, Inc.

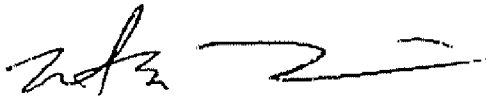


Name: Robert N. Weingarten
Title: Chief Financial Officer
Date: October 12, 2004

Apple Computer, Inc.



Name: Jay Meier
Title: Sr Director WW Marketing Communications
Date: November 12, 2004



Bob Bainbridge
Director of Corporate Procurement

11/22/04

ATTACHMENT 1

IMUSIC TRADEMARK REGISTRATIONS AND APPLICATIONS

IMUSIC TRADEMARK AND SERVICE MARK REGISTRATIONS
WORLDWIDE

MARK/ COUNTRY	SERIAL/ REG. NO.	INT'L CLASS	GOODS/SERVICES COVERED
IMUSIC ARGENTINA	1922962	9	Compact discs; CD-ROMs; pre-recorded audiotapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; DVDs; musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music.
IMUSIC ARGENTINA	1834533	35	All services in the class, namely advertising and business. [Computerized on-line retail services featuring musical sound and video recordings, clothing, and related merchandise in the field of entertainment and music; dissemination of advertising for others via a global computer information network; opinion polling for business or advertising purposes; classified advertising services for others; and promoting the sale of goods and services of others through promotional contests.]
IMUSIC ARGENTINA	1834534	38	All services in the class, namely communications. [Providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; broadcasting pre-recorded and live audio and audio-visual material in the fields of entertainment and music via a global computer network.]
IMUSIC ARGENTINA	1834535	41	All services in the class, namely education and entertainment. [Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network online visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field entertainment; computer services, namely a website which allows users to access, transmit and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer networks, commercial online networks, narrowband and broadband media.]
IMUSIC ARGENTINA	1834536	42	All services in the class [Computer services, namely, providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites; and providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audiovisual and print formats in the fields of entertainment and music; computer services, namely, creating, developing and hosting the websites of others; and providing search engines for obtaining data in the fields of entertainment and music on a global computer network.]
IMUSIC CANADA	1051838	35, 38, 41 and 42	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network; promoting the sale of goods and services of others through promotional contests; and providing on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music; Providing access to on-line chat rooms for transmission of messages among

MARK/ COUNTRY	SERIAL/ REG. NO.	INT'L CLASS	GOODS/SERVICES COVERED
			<p>computer users concerning entertainment, music, and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning entertainment, music, and topics of general interest; and access to webcasting audio-visual programming in the fields of entertainment and music via a global computer network;</p> <p>Providing entertainment services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network, online visual arts, music, and entertainment information in the fields of entertainment and music; providing an on-line computer database to access, transmit and receive information in the fields of music and entertainment; computer services, namely a website which allows users to access, transmit, and receive pre-recorded and live audio, audiovisual, and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer networks, commercial online networks, narrow and broadband media;</p> <p>Computer services, namely providing online newsletters, e-zines, magazines, articles, interviews, and reviews in the field of entertainment and music; computer services, namely, providing databases featuring information in the fields of entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio audiovisual and print formats in the fields of entertainment and music; computer services, namely, providing search engines for obtaining data in the fields of entertainment and music on a global computer network; computer services, namely designing and implementing webpages for others.</p> <p>(*similar to Classes 35, 38, 41, and 42, there are no International Classes in Canada)</p>
IMUSIC CHILE	573809	35	<p>Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.</p>
IMUSIC CHILE	573808	38	<p>Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; webcasting audio-visual programming in the fields of entertainment and music via a global computer network.</p>
IMUSIC CHILE	574471	41	<p>Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network online visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field of entertainment; computer services, namely a website which allows users to access, transmit, and receive pre-recorded audio, audiovisual, and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely cable television, television, global computer networks commercial on-line networks, narrowband and broadband media.</p>

MARK/ COUNTRY	SERIAL/ REG. NO.	INT'L CLASS	GOODS/SERVICES COVERED
IMUSIC CHILE	574470	42	Computer services, namely, providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely, providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audiovisual and print formats in the fields of entertainment and music and links to related websites.
IMUSIC COSTA RICA	121899	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.
IMUSIC COSTA RICA	121897	38	Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickers, entertainment, music and topics of general interest; webcasting audio-visual programming in the fields of entertainment and music via a global computer network.
IMUSIC COSTA RICA	121135	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network, online visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field of entertainment; and computer services, namely a website that allows users to access, transmit, and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music by a variety of media, namely cable television, television, global computer networks commercial on-line networks and broadband media.
IMUSIC COSTA RICA	121898	42	Computer services, namely, providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely, providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audiovisual and print formats in the fields of entertainment and music and links to related websites.
IMUSIC FRANCE	023164528	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio tapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; and DVDs
IMUSIC JAPAN	4402591	9	Records, metronomes, pre-recorded video-discs and videotapes.

MARK/ COUNTRY	SERIAL/ REG. NO.	INT'L CLASS	GOODS/SERVICES COVERED
IMUSIC PANAMA	105630	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.
IMUSIC PANAMA	105631	38	Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; webcasting and audio-visual programming in the fields of entertainment and music via a global computer network.
IMUSIC PANAMA	105633	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network, online visual arts, music, entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field of entertainment; computer services, namely, a website which allows users to access, transmit, and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media.
IMUSIC PANAMA	105632	42	Computer services, namely providing on-line newsletters, magazines, e-zines, articles, interviews, and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of entertainment and music, and links to related websites; and providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music and links to related websites.
IMUSIC PERU	083473	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio tapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; and DVDs.
IMUSIC PERU	022835	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.

MARK/ COUNTRY	SERIAL/ REG. NO.	INT'L CLASS	GOODS/SERVICES COVERED
IMUSIC PERU	022836	38	Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; webcasting audio-visual programming in the fields of entertainment and music via a global computer network.
IMUSIC PERU	028757	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network online visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field of entertainment; and providing databases featuring general and local news and other information of interest in the fields of entertainment and music by a variety of media, namely cable television, television, global computer networks, commercial on-line networks, and broadband media.
IMUSIC PERU	022760	42	Computer services, namely, providing access to databases featuring information.
IMUSIC PUERTO RICO	50160	38	Webcasting audio-visual programming in the fields of entertainment and music via a global computer network.
IMUSIC UNITED STATES	2,513,978	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband, and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.
IMUSIC UNITED STATES	2,511,614	38	Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music, and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music, and topics of general interest; broadcasting pre-recorded and live audio and audio-visual material in the fields of entertainment and music via a variety of media, namely, the internet, cable television, television, radio, online information services, narrowband, and broadband media.
IMUSIC UNITED STATES	2,511,615	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual, and print formats, delivered by an on-line global computer network, online visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit, and receive information in the field of entertainment, and links to related websites; and providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites.
IMUSIC UNITED STATES	2,511,613	42	Computer services, namely, providing on-line magazines and newsletters featuring articles, interviews, and reviews in the field of music and entertainment.

MARK/ COUNTRY	SERIAL/ REG. NO.	INT'L CLASS	GOODS/SERVICES COVERED
IMUSIC VENEZUELA	2000-003536	35	Computerized on-line retail services featuring musical sound and video recordings, clothing, and related merchandise in the fields of entertainment and music; dissemination of advertising for others via a global computer information network; opinion polling for business or advertising purposes; classified advertising services for others; and promoting the sale of goods and services of others through promotional contests.

**IMUSIC DOMESTIC AND INTERNATIONAL
TRADEMARK AND SERVICE MARK
PENDING APPLICATIONS**

MARK/ COUNTRY	SERIAL/ APP. NO.	INT'L CL.	GOODS/SERVICES COVERED
IMUSIC BRAZIL	824492617	9	Downloadable musical sound recordings and audiovisual recordings via the Internet; pre-recorded magnetic cards, disks and tapes; pre-recorded CDs and CD-ROMs; other records; CDs; pre-recorded video disks, video tapes and DVDs; and DVDs.
IMUSIC BRAZIL	821955780	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.
IMUSIC BRAZIL	821955799	38	Providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; webcasting audio-visual programming in the fields of entertainment and music via a global computer network.
IMUSIC BRAZIL	821955802	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network, online visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field of entertainment; and computer services, namely a website that allows users to access, transmit, and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music by a variety of media, namely cable television, television, global computer networks, commercial on-line networks, and broadband media.

MARK/ COUNTRY	SERIAL/ APP. NO.	INT'L CL.	GOODS/SERVICES COVERED
IMUSIC BRAZIL	821955772	42	Computer services, namely providing on-line newsletters, magazines, e-zines, articles, interviews, and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of entertainment and music, and links to related websites; and providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music; computer services, namely creating, developing and hosting websites for others, and providing search engines for obtaining data in the fields of entertainment and music on a global computer network.
IMUSIC COSTA RICA	20020003184	9	Downloadable musical sound recordings and audiovisual recordings via the Internet; pre-recorded magnetic cards, disks and tapes; pre-recorded CDs and CD-ROMs; other records; CDs; pre-recorded video disks, video tapes and DVDs; and DVDs.
IMUSIC GERMANY	302245448/09	9	Electronic data carriers storing musical recordings, sound, and visual recordings in the field of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio cassettes; pre-recorded digital audio and audiovisual tapes; records; pre-recorded video tapes; pre-recorded video discs; and DVDs.
IMUSIC MEXICO	546297	9	Downloadable musical sound recordings and audiovisual recordings via the Internet; pre-recorded magnetic cards, disks and tapes; pre-recorded CDs and CD-ROMs; other records; CDs; pre-recorded video disks, video tapes and DVDs; and DVDs.
IMUSIC UNITED STATES	76/399,164	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings featuring musical entertainment; compact discs; CD-ROMs; pre-recorded audio tapes, pre-recorded digital audio and audiovisual tapes, phonograph records, pre-recorded video tapes, pre-recorded video discs, and DVDs, all featuring musical entertainment.

**IMUSIC DOMESTIC AND INTERNATIONAL
TRADEMARK AND SERVICE MARK
ABANDONED APPLICATIONS**

6/10/2004

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
IMUSIC AUSTRALIA	912099	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio tapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; and DVDs.
IMUSIC AUSTRALIA	818868	35, 41 and 42	<p>Promoting the goods and services of others by preparing and placing promotions on a website accessed through a global computer information network; advertising services namely, preparing and placing advertisements and promotions on a website accessed through a global computer network; promoting the sale of goods and services of others through promotional contests; on-line retailing of musical sound and video recordings and related merchandise in the fields of entertainment and music;</p> <p>Electronic publication services, namely, providing online newsletters, magazines, e-zines (electronic magazines), articles, interviews and reviews in the fields of entertainment and music; providing entertainment services, namely, developing and disseminating in audio, audiovisual and print formats delivered by an on-line global computer network; on-line visual arts, music and entertainment information in the fields of entertainment and music; and providing information in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer networks, commercial online networks, narrowband and broadband media;</p> <p>Computer services, being the provisions of links and access to entertainment and music websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music; providing search engines for obtaining data in the fields of entertainment and music; providing search engines for obtaining data in the fields of entertainment and music on a global computer network; providing access to on-line chat rooms for transmission of messages among computer users concerning entertainment, music, and topics of general interest; providing access to on-line electric bulletin boards for the transmission of messages among computer users concerning entertainment, music and topics of general interest; and access to webcasting audio visual programming in the fields of entertainment and music via a global computer network.</p>

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
IMUSIC CANADA	140079	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio tapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; and DVDs.
IMUSIC EUROPEAN COMMUNITY	002695328	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio tapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; and DVDs.
IMUSIC EUROPEAN COMMUNITY	001475151	9, 35, 38, 41, (42)	<p>Publications in electronic form supplied on-line from databases or facilities provided on the Internet (including web sites); computer software; computer software for searching and retrieving music related information, and computer software for licensing and registering rights in music and audio works; compact discs; records; tapes; mini discs; CD-ROMs; videos; DVDs;</p> <p>Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and on-line retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music:</p> <p>Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; and webcasting audio-visual programming in the fields of entertainment and music via a global computer network; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music and links to related websites;</p> <p>Providing entertainment and educational services, namely, developing and disseminating in audio, audio-visual and print formats delivered by an on-line global computer network, on-line visual arts, music, and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit and receive information in the field of entertainment; computer</p>

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
			<p>services, namely, a website which allows users to access, transmit and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely, cable, television, television, global computer networks, commercial on-line networks, narrowband and broadband media;</p> <p>Computer services, namely, providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely, providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites;</p>
IMUSIC JAPAN	2002-37089	9	Downloadable musical sound recordings and audiovisual recordings via the Internet; pre-recorded magnetic cards, disks and tapes; pre-recorded CDs and CD-ROMs; other records: CDs; pre-recorded video disks, video tapes and DVDs; and DVDs.
IMUSIC JAPAN	2000-006761	35, 38, 41 and 42	<p>Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and online retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music;</p> <p>Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music, and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; and webcasting audiovisual programming in the fields of entertainment and music via a global computer network;</p> <p>Providing entertainment and educational services, namely, developing and disseminating in audio, audiovisual and print formats delivered by an on-line global computer network; on-line visual arts, music and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit, and receive information in the fields of entertainment; computer services, namely a website which allows users to access, transmit and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer</p>

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
			<p>networks, commercial online networks, narrowband and broadband media;</p> <p>Computer services, namely providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music and links to related websites.</p>
<p>IMUSIC MEXICO</p>	<p>413130</p>	<p>35</p>	<p>Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and online retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.</p>
<p>IMUSIC MEXICO</p>	<p>413131</p>	<p>38</p>	<p>Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music, and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; and webcasting audiovisual programming in the fields of entertainment and music via a global computer network.</p>
<p>IMUSIC MEXICO</p>	<p>413132</p>	<p>41</p>	<p>Providing entertainment and educational services, namely, developing and disseminating in audio, audiovisual and print formats delivered by an on-line global computer network; on-line visual arts, music and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit, and receive information in the fields of entertainment and music; computer services, namely a website which allows users to access, transmit and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer networks, commercial online networks, narrowband and broadband media.</p>
<p>IMUSIC MEXICO</p>	<p>419154</p>	<p>42</p>	<p>Computer services, namely providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of</p>

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
			entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music and links to related websites.
IMUSIC NEW ZEALAND	607498	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and online retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.
IMUSIC NEW ZEALAND	607499	38	Providing on-line chat rooms for transmission of messages among computer users concerning entertainment, music, and topics of general interest; providing on-line electronic bulletin boards for the transmission of messages among computer users concerning employment opportunities, used goods, tickets, entertainment, music and topics of general interest; and webcasting audiovisual programming in the fields of entertainment and music via a global computer network.
IMUSIC NEW ZEALAND	607500	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audiovisual and print formats delivered by an on-line global computer network; on-line visual arts, music and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit, and receive information in the fields of entertainment; computer services, namely a website which allows users to access, transmit and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer networks, commercial online networks, narrowband and broadband media.
IMUSIC NEW ZEALAND	607501	42	Computer services, namely providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music and links to related websites

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
IMUSIC PUERTO RICO	49606	35	Promoting the goods and services of others by preparing and placing advertisements and promotions on a website accessed through a global computer information network and other media, namely, cable television, television, global computer networks, commercial on-line networks, narrowband and broadband media; promoting the sale of goods and services of others through promotional contests; and online retail store services featuring musical sound and video recordings and related merchandise in the fields of entertainment and music.
IMUSIC PUERTO RICO	49607	41	Providing entertainment and educational services, namely, developing and disseminating in audio, audiovisual and print formats delivered by an on-line global computer network; on-line visual arts, music and entertainment and educational information in the fields of visual arts and music; providing an on-line computer database to access, transmit, and receive information in the fields of entertainment and music; computer services, namely a website which allows users to access, transmit and receive pre-recorded and live audio, audio-visual and print content in the fields of entertainment and music and links to related websites; and providing information in the fields of entertainment and music by a variety of media, namely, cable television, television, global computer networks, commercial online networks, narrowband and broadband media.
IMUSIC PUERTO RICO	49608	42	Computer services, namely providing on-line newsletters, magazines, e-zines, articles, interviews and reviews in the fields of entertainment and music; computer services, namely providing databases featuring general and local news and other information of interest in the fields of entertainment and music and links to related websites; providing access to interactive databases to access, transmit and/or receive content via the on-line global computer network in audio, audio-visual and print formats in the fields of entertainment and music and links to related websites.
IMUSIC UNITED KINGDOM	2300435	9	Musical sound recordings and downloadable musical sound recordings; audiovisual recordings and downloadable audiovisual recordings in the fields of entertainment and music; compact discs (CDs); CD-ROMs; pre-recorded audio tapes; pre-recorded digital audio and audiovisual tapes; phonograph records featuring music; pre-recorded video tapes; pre-recorded video discs; and DVDs
IMUSIC VENEZUELA	2000- 003537	38	Providing electronic online chat rooms for transmission of messages among computer users; telecommunication via the internet.
IMUSIC VENEZUELA	2000- 003541	41	Providing entertainment and educational services via internet, television, and radio; search links related to culture and entertainment via internet; information services related to education and entertainment via internet.

MARK/ COUNTRY	SERIAL/ APP NO.	INT'L CL.	GOODS/SERVICES COVERED
IMUSIC VENEZUELA	2000- 003524	42	Computer and internet services.

ATTACHMENT 2IMUSIC DOMAIN NAMES

DOMAIN NAME	REGISTRANT	TECHNICAL CONTACT	ADMINISTRATIVE CONTACT	EXPIRATION
imusic.com	ARTISTdirect, Inc. 5670 Wilshire Blvd., Ste. 200 Los Angeles, CA 90036	ARTISTdirect, Inc. hostmaster@artistdirect.com 5670 Wilshire Blvd., Ste. 200 Los Angeles, CA 90036-5613 323-634-4000 fax: 323-634-4299	domains@artistdirect.com 5670 Wilshire Blvd., Ste. 200 Los Angeles, CA 90036 323.634.4000 fax: 323.634.4299	23-Aug-2008
imusic.info	ARTISTdirect, Inc. 5670 Wilshire Blvd., Ste. 200 Los Angeles, CA 90036-5613	Eddings, Kenneth eddingsk@apple.com 1 Infinite Loop, MS 60-DR Cupertino, CA 95014 +1.4089744286	Eddings, Kenneth eddingsk@apple.com 1 Infinite Loop, MS 60-DR Cupertino, CA 95014 +1.4089744286	12-Oct-2006
i-music.info	ARTISTdirect, Inc. 5670 Wilshire Blvd., Ste. 200 Los Angeles, CA 90036-5613	Network Solutions, LLC. customerservice@networksolutions.com 13200 Woodland Park Drive Herndon, VA 20171-3025 1-888-642-9675 fax: 571-434-4620	ARTISTdirect, Inc. 5670 Wilshire Blvd., Ste. 200 Los Angeles, CA 90036 323-634-4000	12-Oct-2006

ATTACHMENT 3

INVENTORY

ARTIST	DISTRIBUTOR	CATALOG #	UNITS
Berlin	BMG	80119010512	648
Berlin	PIAS (Europe)	IMUCD051	827
Big Bad Voodoo Daddy	Pinnacle (UK)	IMUCD112	115
Blues Traveler	BMG	80119010732	1228
Blues Traveler	PIAS (Europe)	IMUCD073	46
John Doe	BMG	80119010522	979
John Doe	PIAS (Europe)	IMUCD052	441
Folk Implosion	BMG	80119010932	1054
Michael Franti	PIAS (Europe)	IMUCD135	1150
Michael Franti	Pinnacle (UK)	IMUCD135	565
Gene	BMG	80119010492	1025
Gene	Pinnacle (UK)	IMUCD049	1597
Lisa Germano	BMG	80119011172	1445
Lisa Germano	PIAS (Europe)	IMUCD117	286
Eric Idle	BMG	80119011252	264
Eric Idle	PIAS (Europe)	IMUCD0125	728
Johnny Marr	BMG	80119010742	1956
Johnny Marr	PIAS (Europe)	IMUCD074	566
Johnny Marr	PIAS (Europe)	IMUCDS001	11
Johnny Marr	Pinnacle (UK)	IMUCDS001	21
MC Lyte	BMG	80119010942	2781
MC Lyte	PIAS (Europe)	IMUCD094	1448
Moe	BMG	80119010952	82
Moe	PIAS (Europe)	IMUCD095	684
Motorcycle Mania 3	PIAS (Europe) Pinnacle (UK)	IMUCD118	0
Sir Mix A Lot	PIAS (Europe)	IMUCD075	778
Sir Mix A Lot	Pinnacle (UK)	IMUCD075	125
Speech	BMG	80119010502	988
Speech	PIAS (Europe)	IMUCD050	3660
String Cheese Incident	PIAS (Europe)	SCI1015	361
String Cheese Incident	Pinnacle (UK)	SCI1015	342
Tom Tom Club	BMG	80119010722	252
Tom Tom Club	PIAS (Europe)	IMUCD072	283
Tre	PIAS (Europe)	IMUCD053	1761
Tre Hardson	BMG	80119010532	1290
Tweaker	PIAS (Europe)	IMUCD097	289
Tweaker	Pinnacle (UK)	IMUCD097	253
Keller Williams	PIAS (Europe)	SCI1014	829

ARTIST	DISTRIBUTOR	CATALOG #	UNITS
Keller Williams	Pinnacle (UK)	SCI1014	447
		TOTAL UNITS	10,755

ATTACHMENT 4

PENDING THIRD PARTY CHALLENGES TO MARKS

1. The IMUSIC applications in Classes 35, 38, 41, and 42 in Brazil are subject to opposition proceedings filed by BMG Brasil LTDA based on its I ♥MUSIC mark.

2. The IMUSIC application in Class 9 in Costa Rica is subject to an opposition proceeding filed by Emusica, SA based on its EMUSICA mark.

ATTACHMENT 6**DOMAIN NAME ASSIGNMENT**

WHEREAS, ARTISTdirect, Inc., a corporation existing and organized under the laws of Delaware, with offices at 10900 Wilshire Blvd., Suite 1400, Los Angeles, California 90024 ("ARTISTdirect"), is the registered owner of the following domain names which incorporate the term "IMUSIC": IMUSIC.COM, IMUSIC.INFO, and I-MUSIC.INFO (hereinafter, "IMUSIC Domains"); and

WHEREAS, Apple Computer, Inc., a corporation existing and organized under the laws of the state of California, with offices at 1 Infinite Loop, Cupertino, California 95014 ("Apple"), desires to acquire, and ARTISTdirect agrees to assign and quitclaim, all rights that ARTISTdirect owns in the IMUSIC Domains.

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

1. ARTISTdirect agrees to sell, transfer, assign, deliver and quitclaim to Apple, and Apple agrees to purchase and acquire, all of ARTISTdirect's rights, title and interest in and to the top level domain names IMUSIC.COM, IMUSIC.INFO, and I-MUSIC.INFO, including without limitation the goodwill pertaining thereto, and all of ARTISTdirect's related worldwide rights.
2. ARTISTdirect represents and warrants that it has not licensed or transferred any rights in or to the IMUSIC Domains to any third party; that it has the full authority to make this transfer of rights to Apple; and that, to the best of its knowledge, there are no pending third party disputes or claims related to the IMUSIC Domains.

3. ARTISTdirect agrees that it shall immediately terminate all use of the IMUSIC Domains and that it will immediately transfer to Apple the IMUSIC Domains. ARTISTdirect agrees that it will not seek or assist or encourage others to seek to interfere with ownership of the IMUSIC Domains, nor will it attempt to register or use any other confusingly similar domain names or marks, in the United States or abroad. ARTISTdirect agrees to take all such further action necessary to effectuate transfer of the IMUSIC Domains to Apple.

4. This Agreement may be amended or modified only by a written instrument executed by both of the parties.

5. This Agreement shall be binding upon the parties hereto, their successors, and assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

6. This Agreement is governed exclusively by the laws of the State of California, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed by both parties.

ARTISTDIRECT, INC.

By: _____
 Title: _____
 Date: _____

APPLE COMPUTER, INC.

By: _____
 Title: _____
 Date: _____

SCHEDULE 1

IMUSIC TRADEMARK REGISTRATIONS AND APPLICATIONS

ATTACHMENT 5

ASSIGNMENT OF TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

WHEREAS, ARTISTdirect, Inc. ("ARTISTdirect"), a corporation organized and existing under the laws of the state of Delaware located at 10900 Wilshire Blvd., Suite 1400, Los Angeles, California 90024, is, to the best of its knowledge, the owner of the trademarks and service marks, in the identified countries, set forth in the attached Schedule 1 (the "Marks").

WHEREAS Apple Computer, Inc. (Assignee), a corporation organized and existing under the laws of the state of California located at 1 Infinite Loop, Cupertino, California 95014, wishes to acquire the Marks and the registrations and applications therefor and the goodwill of the business pertaining thereto;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ARTISTdirect does hereby assign and quitclaim unto the said Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, including the registrations and applications therefor as set forth in the attached Schedule 1.

ARTISTdirect, Inc.

Date: October 12, 2004

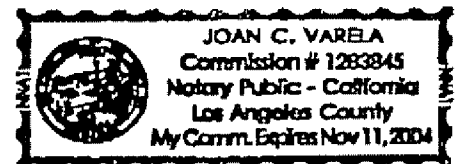
By: 
Name: Robert N. Weingarten
Title: Chief Financial Officer

State of CALIFORNIA)
County of LOS ANGELES) ss:

On this 12th day of October, 2004, before me appeared Robert N. Weingarten, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified assignor with authority to do so

Notary Public: 
My Commission Expires: 11-11-04

[Notarial Seal]



ATTACHMENT 6
DOMAIN NAME ASSIGNMENT

WHEREAS, ARTISTdirect, Inc., a corporation existing and organized under the laws of Delaware, with offices at 10900 Wilshire Blvd., Suite 1400, Los Angeles, California 90024 (“ARTISTdirect”), is the registered owner of the following domain names which incorporate the term “IMUSIC”: IMUSIC.COM, IMUSIC.INFO, and I-MUSIC.INFO (hereinafter, “IMUSIC Domains”); and

WHEREAS, Apple Computer, Inc., a corporation existing and organized under the laws of the state of California, with offices at 1 Infinite Loop, Cupertino, California 95014 (“Apple”), desires to acquire, and ARTISTdirect agrees to assign and quitclaim, all rights that ARTISTdirect owns in the IMUSIC Domains.

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

1. ARTISTdirect agrees to sell, transfer, assign, deliver and quitclaim to Apple, and Apple agrees to purchase and acquire, all of ARTISTdirect's rights, title and interest in and to the top level domain names IMUSIC.COM, IMUSIC.INFO, and I-MUSIC.INFO, including without limitation the goodwill pertaining thereto, and all of ARTISTdirect's related worldwide rights.
2. ARTISTdirect represents and warrants that it has not licensed or transferred any rights in or to the IMUSIC Domains to any third party; that it has the full authority to make this transfer of rights to Apple; and that, to the best of its knowledge, there are no pending third party disputes or claims related to the IMUSIC Domains.

3. ARTISTdirect agrees that it shall immediately terminate all use of the IMUSIC Domains and that it will immediately transfer to Apple the IMUSIC Domains. ARTISTdirect agrees that it will not seek or assist or encourage others to seek to interfere with ownership of the IMUSIC Domains, nor will it attempt to register or use any other confusingly similar domain names or marks, in the United States or abroad. ARTISTdirect agrees to take all such further action necessary to effectuate transfer of the IMUSIC Domains to Apple.

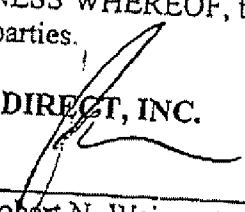
4. This Agreement may be amended or modified only by a written instrument executed by both of the parties.

5. This Agreement shall be binding upon the parties hereto, their successors, and assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

6. This Agreement is governed exclusively by the laws of the State of California, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed by both parties.

ARTISTDIRECT, INC.

By: 
 Name: Robert N. Weingarten
 Title: Chief Financial Officer
 Date: October 12, 2004

APPLE COMPUTER, INC.

By: _____
 Title: _____
 Date: _____