

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brentwood Music, Inc.		07/23/2004	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bertelsmann Music Group, Inc.		
<b>Street Address:</b>	245 Fifth Avenue		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1917766	BRENTWOOD KIDS COMPANY	
Registration Number:	1936800	BRENTWOOD MUSIC	
Registration Number:	2754765	BRENTWOOD RECORDS	
Registration Number:	1975817	BRENTWOOD BLUEGRASS	
Registration Number:	1975818	BRENTWOOD JAZZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-5900		
<b>Email:</b>	dsullivan@frosszelnick.com		
<b>Correspondent Name:</b>	Lawrence Eli Apolzon		
<b>Address Line 1:</b>	Fross Zelnick Lehrman & Zissu, P.C.		
<b>Address Line 2:</b>	866 United Nations Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10017		

CH \$140.00 1917766

NAME OF SUBMITTER:	Lawrence Eli Apolzon
Signature:	/lawrence eli apolzon/
Date:	09/22/2005
<b>Total Attachments: 3</b> source=050922-0423347-BWOD-assignment brentwood-bertelsmann#page1.tif source=050922-0423347-BWOD-assignment brentwood-bertelsmann#page2.tif source=050922-0423347-BWOD-assignment brentwood-bertelsmann#page3.tif	

## ASSIGNMENT AGREEMENT

AGREEMENT, dated as of July 23, 2004, between Brentwood Music, Inc., a Tennessee 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.

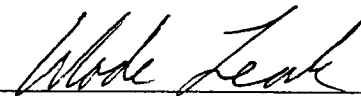
**Section 6. *Successors and Assigns.*** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of the parties hereto, and, except as otherwise contemplated herein, nothing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

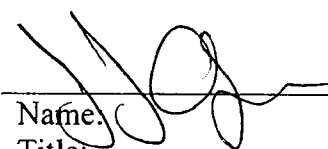
**Section 8. *Counterparts.*** This Agreement may be executed in one or more counterparts (including by photocopy or facsimile), each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

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

BRENTWOOD MUSIC, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BERTELSMANN MUSIC GROUP, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule A  
Marks**

BRENTWOOD KIDS COMPANY (U.S. Reg. No. 1,917,766)  
BRENTWOOD MUSIC (U.S. Reg. No. 1,936,800)  
BRENTWOOD RECORDS (U.S. Reg. No. 2,754,765)  
BRENTWOOD BLUEGRASS (U.S. Reg. No. 1,975,817)  
BRENTWOOD JAZZ (U.S. Reg. No. 1,975,818)

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