

**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>
Magoo Records, LLC		04/05/2005	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Classic Media, Inc.		
<b>Street Address:</b>	860 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2491927	MAGOO RECORDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)659-1958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2126593020		
<b>Email:</b>	maufox@classicmedia.tv		
<b>Correspondent Name:</b>	Marissa Aufox		
<b>Address Line 1:</b>	860 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10003		
<b>NAME OF SUBMITTER:</b>	Sonja Keith		
<b>Signature:</b>	/sonjakeith/		
<b>Date:</b>	10/06/2005		

CH \$40.00 2491927

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK REGISTRATION

This trademark assignment is made effective as of April 5, 2005 by Magoo Records, LLC (the "Assignor"), to Classic Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor entered into that certain Settlement and License Agreement, both dated April 5, 2005 with Classic Media, Inc. ("Settlement") for the settlement of their differences over Assignor's U.S. trademark registration no. 2,491,927 for MAGOO RECORDS (the Mark).

WHEREAS, Assignor is desirous of assigning to Assignee all of its right, title and interest throughout the world in, to and under the Mark.

WHEREAS, Assignee desires to acquire the entire interest of the Assignor in the Mark, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights. Assignor assigns to Assignee all right, title and interest in and to the Mark, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating thereto, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. General Provisions.

(a) Assignor represents and warrants to Assignee that it has not made any other assignment or pledge of the Mark or of any rights therein.

(b) In the event that any provision of this Assignment shall be construed to conflict with a provision of the Settlement Agreement, the provision in the Settlement Agreement shall be deemed controlling.

(c) This Assignment shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of New York, United States of America.

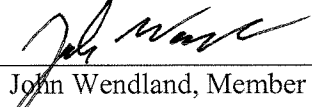
(d) The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

(e) This Assignment shall bind and shall insure to the benefit of the respective parties and their assigns, transferees and successors.

3. Further Assurances. At any time and from time to time after the Settlement, at the request of the Assignee, and without further consideration, the Assignor will execute and deliver such other instruments of transfer, and provide testimony by affidavit or other appropriate means, and take such other action as the Assignee may reasonably request to transfer to the Assignee (or its designee), and to confirm the Assignee's (or its designee's, as the case may be) title to or interest in, the Mark, and consummate the other transactions contemplated hereby, at Assignee's expense.

IN WITNESS WHEREOF, this instrument has been executed this 5 day of April, 2005.

MAGOO RECORDS, LLC

  
By: John Wendland, Member