

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motown Record Company, L.P.		04/12/2000	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UMG Recordings, Inc.		
Street Address:	2220 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76327773	MOTOWN MUSIC REVIEW	
CORRESPONDENCE DATA			
Fax Number:	(818)733-4142		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818 777-5290		
Email:	rachel.pinto@umusic.com		
Correspondent Name:	Rachel Pinto c/o Universal Music Group		
Address Line 1:	10 Universal City Plaza		
Address Line 2:	Suite 2330, 23rd Floor		
Address Line 4:	Universal City, CALIFORNIA 91702		
ATTORNEY DOCKET NUMBER:	MOTOWN MUSIC REVIEW		
NAME OF SUBMITTER:	Rachel Pinto		
Signature:	/Rachel Pinto/		

OP \$40.00 76327773

Date:

12/22/2005

Total Attachments: 4

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DECLARATION OF DEANNE OZAKI

I, DeAnne Ozaki, the undersigned, declare:

1. I am trademark counsel for UMG Recordings, Inc. ("UMG"). In my capacity as trademark counsel, I have access to documents, records and information relating to UMG's trademark ownership.

2. Attached hereto is a true and correct copy of the Intellectual Property Assignment dated April 12, 2000, which assigns and transfers from Motown Record Company, L.P. to UMG all right, title and interest in and to certain intellectual property, including without limitation certain trademarks and trademark registrations.




DEANNE OZAKI

STATE OF CALIFORNIA

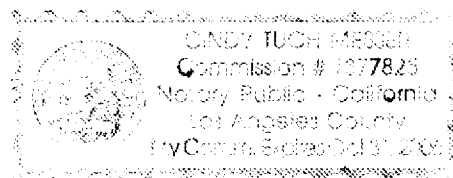
COUNTY OF LOS ANGELES

On May 25, 2005, before me, Cindy Tuch Messer, Notary Public, personally appeared DeAnne Ozaki, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official "seal"



Signature of Notary



INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of April 12, 2000, is made and entered into by MOTOWN RECORD COMPANY, L.P., California limited partnership ("Assignor"), as assignor, in favor of UMG RECORDINGS, INC., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor has adopted, invented, developed, created and/or authored or otherwise owns intellectual property related to or used in its business and activities, including without limitation those trademarks, trademark applications and trademark registrations listed on Exhibit A, but specifically excluding all copyrights in or to sound recordings (collectively, the "Intellectual Property"); and

WHEREAS, in exchange for the payment of consideration to Assignee, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Intellectual Property, throughout the United States and all foreign countries, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Intellectual Property, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Intellectual Property, and all products, proceeds and revenues arising from or relating to any and all of the foregoing, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Intellectual Property, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with the Intellectual Property, and to secure in its own name the patents and registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights in and to the Intellectual Property.

2. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 1 above ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that the President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

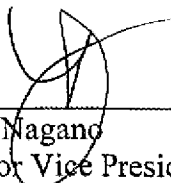
IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

MOTOWN RECORD COMPANY, L.P.

By: UMG Recordings, Inc., General Partner

By: 
Michael Ostroff
Executive Vice President

UMG RECORDINGS, INC.

By: 
Neil Nagano
Senior Vice President

**Exhibit A
"Trademarks"**

Mark	Serial No.	Registration No.
Hitsville	75/441,755	
M Motown	73/095,605	1,075,409
M Motown	74/638,081	2,242,932
M Motown	75/646,055	2,663,608
M	73/492,998	1,432,360
M	73/533,087	1,368,252
Mad Sounds	74/429,958	1,880,430
MoJazz	74/276,052	1,885,546
MoJazz	74/276,361	1,917,167
Morocco	73/464,663	1,342,156
Motown Master Series	76/117,868	2,516,930
Motown Music Review	76/327,773	
Motown	72/208,479	800,977
Motown	72/281,609	881,471
Motown	72/427,376	985,972
Motown	72/427,385	985,976
Motown	75/866,346	2,767,101
Slightly To The Left	74/316,903	1,935,750
Tamla	72/208,480	800,978
Tamla	72/427,378	1,026,437
Tamla	72/427,379	985,973
The Supremes	73/010,404	1,003,076
The Supremes	73/034,421	1,009,265
The Temptations	72/297,308	879,695