

**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>
MusicNow LLC		10/31/2005	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MN Acquisition LLC		
<b>Street Address:</b>	550 West Washington Boulevard		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76499371	MUSICNOW	
<b>Serial Number:</b>	76639670		
<b>Serial Number:</b>	76639669	M	
<b>Registration Number:</b>	2685349	FULLAUDIO	
<b>Registration Number:</b>	2687912	FULLAUDIO	
<b>Registration Number:</b>	2691978	FULLAUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-857-8977		
<b>Email:</b>	bush.douglas@arentfox.com		
<b>Correspondent Name:</b>	Douglas R. Bush		
<b>Address Line 1:</b>	1050 Connecticut Avenue NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		

CH \$165.00 76499371

ATTORNEY DOCKET NUMBER:	019428.00000
NAME OF SUBMITTER:	Jason J. Mazur
Signature:	/Jason J. Mazur/
Date:	02/14/2006
Total Attachments: 5 source=musicnow#page1.tif source=musicnow#page2.tif source=musicnow#page3.tif source=musicnow#page4.tif source=musicnow#page5.tif	

**TRADEMARK AND SERVICE MARK ASSIGNMENT**

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT, dated as of October 31, 2005 (this "Assignment"), is made by MusicNow LLC, a Virginia limited liability company, with offices located at 550 West Washington Boulevard, Chicago, Illinois 60661 ("Assignor"), in favor of MN Acquisition LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having an office at 550 West Washington Boulevard, Chicago, Illinois 60661 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Amended and Restated Asset Purchase Agreement (the "Agreement"), dated as of October 17, 2005, by and among America Online, Inc., a Delaware corporation, Circuit City Stores, Inc., a Virginia corporation, Assignee and Assignor; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee all trade names, logos, common law trademarks and service marks owned by Assignor, including, without limitation, the registered trademarks and service marks set forth on Schedule I hereto and the unregistered marks set forth on Schedule II hereto, together with the goodwill of the business in connection with which the trademarks and service marks have been used (collectively, the "Marks"), all U.S. and foreign trademark and service mark registrations and similar filings for the Marks (the "Registrations"), and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction (the "Claims");

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks, the Registrations and the Claims, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.
2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
3. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks and the holder of record title to the Registrations and Applications, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with

respect to the Marks, the Registrations and the Claims as Assignee shall reasonably request.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of laws thereof.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

**MUSICNOW LLC**

By: Michael E Foss  
Name: Michael E. Foss  
Title: VP

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Virginia )  
City/County of Henrico )

On this 31 day of October, 2005, before me personally appeared Michael Foss, to me known to be the Vice President of MusicNow LLC, a Virginia limited liability company, on whose behalf he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My commission expires: April 30, 2009

Judith D. Hall  
Notary Public

## SCHEDULE I

### Registered Trademarks and Service Marks

<b>Trademark</b>	<b>Registration /Application Date</b>	<b>Registration Number</b>	<b>Application Number</b>
FULLAUDIO & Design	February 11, 2003	2,685,349	
FULLAUDIO	February 18, 2003	2,687,912	
FULLAUDIO	March 4, 2003	2,691,978	
MUSICNOW CONCENTRIC	March 21, 2003		76/499371
CIRCULAR DEVICE	May 26,2005		76/639670
STYLIZED M	May 26,2005		76/639669

**SCHEDULE II**

Unregistered Trademarks and Service Marks

TRACKPAK  
TRACKTALK