

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restless Records, LLC		12/31/2002	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Restless Acquisition Corp.		
Street Address:	101 Charles Drive		
Internal Address:	Building #1		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1446189	RESTLESS RECORDS	
Registration Number:	2311746	RESTLESS BRAND	
CORRESPONDENCE DATA			
Fax Number:	(310)824-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-824-5555		
Email:	docketla@fulpat.com		
Correspondent Name:	I. Morley Drucker, Esq.		
Address Line 1:	6060 Center Drive, Tenth Floor		
Address Line 2:	FULWIDER PATTON LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90045		
ATTORNEY DOCKET NUMBER:	RESTL-50159		
NAME OF SUBMITTER:	I. Morley Drucker		

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Signature:	/l. Morley Drucker/
Date:	02/28/2006
Total Attachments: 2 source=SFX195#page1.tif source=SFX195#page2.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT dated as of the 31st day of December, 2002, from Restless Records, LLC, a Delaware limited liability company, having offices at 826 S. Victory Boulevard, Burbank, CA 91502 ("Assignor"), to Restless Acquisition Corp., a Delaware corporation with offices at 101 Charles Drive, Building #1, Bryn Mawr, PA 19010 ("Assignee"), pertains to the trademarks identified on Schedule A attached hereto, including any and all state and common law rights therein (the "Marks").

For good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and has sold, assigned, transferred and set over and does hereby sell, assign, transfer, convey and set over unto Assignee and its successors and assigns, the entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, to be held and enjoyed by Assignee, and its successors and assigns, for their own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including, without limitation, the right to maintain and renew the registration of the Marks.

Assignor hereby authorizes Assignee to apply for and obtain the recordation of this Assignment. Assignor agrees that it shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as Assignee may reasonably request in order for Assignee to obtain the full benefit of this Assignment and to permit Assignee to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits of use, and other documents for filing in such jurisdictions as Assignee may from time to time reasonably request.

Assignor hereby represents and warrants that there are no rights and interests outstanding inconsistent with the rights and interests granted herein and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officer thereunto duly authorized, as of the 31st day of December, 2002.

RESTLESS RECORDS, LLC

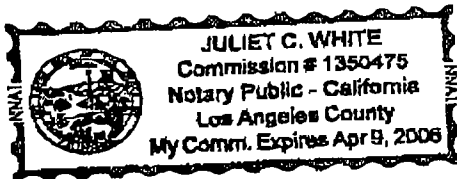
By: [Signature]
Name: REGIS
Title: PRESIDENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 30, 2003, before me, Juliet C. White, a Notary Public in and for said County and State, personally appeared Joseph C. Regis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his 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]
Signature of Notary



[SEAL]

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Schedule A

MARK	GOODS/SERVICES	REG. NO. (APPLN. NO.)	REG. DATE (FILING DATE)
RESTLESS RECORDS	phonograph records and pre-recorded audio tapes	1,446,189	July 7, 1987
AMERICA THE BOOTYFUL	musical sound recordings intend to use AMERICA THE BOOTYFUL as the title for a series of musical recordings	76/375,188	February 26, 2002
RESTLESS BRAND and Design	prerecorded audio tapes, video tapes, audio cassettes, and compact discs featuring music	2,311,746	January 25, 2000
G FUNK			November 5, 1996
MEDUSA			August 2, 1988

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