

**TRADEMARK ASSIGNMENT**

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<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>
Universal International Music B.V.		06/19/2006	COMPANY: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMG Recordings, Inc.		
<b>Street Address:</b>	2220 Colorado Avenue		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<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:	0838810	A&M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(818)286-5480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	818 286-5209		
<b>Email:</b>	deanne.ozaki@umusic.com		
<b>Correspondent Name:</b>	DeAnne Ozaki		
<b>Address Line 1:</b>	10 Universal City Plaza		
<b>Address Line 2:</b>	Suite 350, 3rd Floor		
<b>Address Line 4:</b>	Universal City, CALIFORNIA 91608		
<b>ATTORNEY DOCKET NUMBER:</b>	A&M U.S. REG. 838810		
<b>NAME OF SUBMITTER:</b>	DeAnne Ozaki		
<b>Signature:</b>	/DeAnne Ozaki/		
<b>Date:</b>	08/15/2006		

OP \$40.00 0838810

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 19, 2006, is made and entered into by UNIVERSAL INTERNATIONAL MUSIC B. V., a Netherlands stock company ("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 owns certain rights in the A & M RECORDS trademark and the trademark registrations relating thereto, in the United States, including without limitation U.S. Registration No. 838810 (collectively, the "Trademarks");

WHEREAS, Assignee is the successor to the portion of the business of Assignor to which the Trademarks pertain and such business is existing and ongoing; and

WHEREAS, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

### 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 Trademarks. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademarks, and to secure in its own name the registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.

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.

UNIVERSAL INTERNATIONAL MUSIC B.V.    UMG RECORDINGS, INC.

By:   
\_\_\_\_\_  
Michael Ostroff    *o* *HO*  
Authorized Signatory

By:   
\_\_\_\_\_  
DeAnne Ozaki  
Authorized Signatory