

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UMG Recordings, Inc.		01/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Universal International Music B.V.
Street Address:	Gerrit van der Veenlaan 4
City:	Baarn 3743
State/Country:	NETHERLANDS
Entity Type:	JOINT STOCK COMPANY: NETHERLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1420518	ISLAND PICTURES
Registration Number:	1420517	ISLAND PICTURES

CORRESPONDENCE DATA

Fax Number: (818)286-5480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 818 286-5209
 Email: rachel.pinto@umusic.com
 Correspondent Name: DeAnne Ozaki c/o Universal Music Group
 Address Line 1: 10 Universal City Plaza
 Address Line 2: Suite 350, 3rd Floor
 Address Line 4: Universal City, CALIFORNIA 91608

ATTORNEY DOCKET NUMBER:	ISLAND PICTURES
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DOMESTIC REPRESENTATIVE

Name: DeAnne Ozaki c/o Universal Music Group
 Address Line 1: 10 Universal City Plaza

OP \$65.00 1420518

Address Line 2: Suite 350, 3rd Floor
Address Line 4: Universal City, AMERICAN SAMOA 91608

NAME OF SUBMITTER:	DeAnne Ozaki
Signature:	/DeAnne Ozaki/
Date:	11/15/2006

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 1, 2004, is made and entered into by UMG Recordings, Inc., a corporation formed under the laws of Delaware ("Assignor"), as assignor, in favor of Universal International Music B.V., a Netherlands stock company ("Assignee"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor owns the rights in the ISLAND PICTURES and Palm logo trademarks and certain trademark registrations, including without limitation U.S. Registration Number 1,420,518 and Registration Number 1,420,517 (collectively, the "Trademarks"); and

WHEREAS, in exchange for the payment of consideration to Assignee in the amount of US\$1.00, 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:

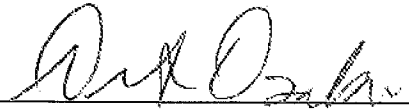
1. Assignment of Trademarks. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Trademarks, all rights 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.

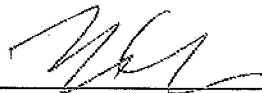
2. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 1 above ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting 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: 
DeAnne Ozaki
Authorized Signatory

By: 
Michael Ostroff
Executive Vice President