

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
Polygram Holding, Inc.		01/01/2006	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: 1			
Property Type	Number	Word Mark	
Registration Number:	1881941	POLYGRAM	
CORRESPONDENCE DATA			
Fax Number:	(818)286-5480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818 286-5209		
Email:	rachel.pinto@umusic.com		
Correspondent Name:	DeAnne Ozaki		
Address Line 1:	10 Universal City Plaza		
Address Line 2:	Suite 350, 3rd Floor		
Address Line 4:	Universal City, CALIFORNIA 91608		
ATTORNEY DOCKET NUMBER:	POLYGRAM		
DOMESTIC REPRESENTATIVE			
Name:	DeAnne Ozaki		
Address Line 1:	10 Universal City Plaza		
Address Line 2:	Suite 350, 3rd Floor		
Address Line 4:	Universal City, CALIFORNIA 91608		

OP \$40.00 1881941

NAME OF SUBMITTER:	DeAnne Ozaki
Signature:	/DeAnne Ozaki/
Date:	11/16/2006
Total Attachments: 2 source=POLYGRAM - U.S. Trademark Assignment - Scan#page1.tif source=POLYGRAM - U.S. Trademark Assignment - Scan#page2.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, and entered into, effective as of January 1, 2006, by POLYGRAM HOLDING, INC., a Delaware corporation ("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 certain POLYGRAM trademarks and trademark registrations throughout the world, including without limitation U.S. Registration Number 1,881,941 (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 the European Community 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.

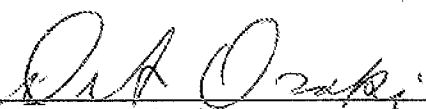
IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

POLYGRAM HOLDING, INC.

By: 

Michael Ostroff DAD
Authorized Signatory

UNIVERSAL INTERNATIONAL MUSIC B.V.

By: 

DeAnne Ozaki
Authorized Signatory