

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/15/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Razor & Tie Direct, L.L.C.		09/15/2006	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Kidz Bop LLC
Street Address:	214 Sullivan Street
Internal Address:	Suite 4A
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2986681	KID FRIENDLY
Registration Number:	2538339	KIDZ BOP
Serial Number:	78301749	KIDZ BOP
Registration Number:	2953747	KIDZ BOP
Registration Number:	3059071	KIDZ BOP KIDS
Serial Number:	78578163	KIDZ BOP KIDS
Serial Number:	78953002	KIDZ BOP KIDS
Registration Number:	2988362	SUNG BY KIDS FOR KIDS

CORRESPONDENCE DATA

Fax Number: (212)261-9864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 2986681

Phone: 212-541-2064
Email: nyuspto@bryancave.com
Correspondent Name: Todd Braverman, Esq.
Address Line 1: 1290 Avenue of the Americas
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0184373
NAME OF SUBMITTER:	Todd Braverman
Signature:	/tjbraverman/
Date:	03/27/2007

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of September 15, 2006 ("Effective Date") by and between Razor & Tie Direct, L.L.C., a New York limited liability company ("Assignor") and Kidz Bop LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated September 15, 2006 (the "Agreement");

WHEREAS, Assignor is the owner of the United States and foreign trademark registrations and applications identified and set forth on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, Assignee is the successor to that portion of the business of the Assignor to which the Marks pertain; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the right, title and interest in and to the Marks,

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, unfair competition, dilution, or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required), at Assignee's own cost and expense: (1) in the preparation of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the

Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law provisions thereof.


This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

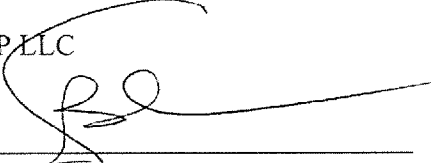
ASSIGNOR:

RAZOR & TIE DIRECT, L.L.C.

By: 
Name: _____
Title: _____
Craig Balsam
Managing Director

ASSIGNEE:

KIDZ BOP LLC

By: 
Name: _____
Title: _____

SCHEDULE A

TRADEMARKS

See attached.

Trademark Registrations						
Trademark	Classes	Filed	APPL #	Registration Date	Registration #	Status
Argentina						
Kidz Bop	16	11/15/2005	2632534			Pending
Kidz Bop	21	11/15/2005	2632535			Pending
Kidz Bop	25	11/15/2005	2632536			Pending
Kidz Bop	28	11/15/2005	2632537			Pending
Kidz Bop	41	11/15/2005	2632538			Pending
Kidz Bop	9	11/15/2005	2632533			Pending
Kidz Bop Kids	16	11/15/2005	2632540			Pending
Kidz Bop Kids	21	11/15/2005	2632541			Pending
Kidz Bop Kids	25	11/15/2005	2632542			Pending
Kidz Bop Kids	28	11/15/2005	2632543			Pending
Kidz Bop Kids	41	11/15/2005	2632544			Pending
Kidz Bop Kids	9	11/15/2005	2632539			Pending
Australia						
Kidz Bop	9, 16, 21, 25, 28, 41	11/16/2005	1086760			Pending
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/16/2005	1086761			Pending
Canada						
Kidz Bop	9, 16, 21, 25, 28, 41	11/21/2005	1280303			Pending
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/21/2005	1280304			Pending
China						
Kidz Bop	16	12/7/2005	5047419			Pending
Kidz Bop	21	12/7/2005	5047420			Pending
Kidz Bop	25	12/7/2005	5047421			Pending
Kidz Bop	28	12/7/2005	5047422			Pending
Kidz Bop	41	12/7/2005	5047423			Pending
Kidz Bop	9	12/7/2005	5047418			Pending
Kidz Bop Kids	16	12/7/2005	5047428			Pending
Kidz Bop Kids	21	12/7/2005	5047429			Pending
Kidz Bop Kids	25	12/7/2005	5047430			Pending
Kidz Bop Kids	28	12/7/2005	5047431			Pending
Kidz Bop Kids	41	12/7/2005	5047417			Pending
Kidz Bop Kids	9	12/7/2005	5047427			Pending
Columbia						
Kidz Bop	16	11/15/2005	05115733			Pending
Kidz Bop	21	11/15/2005	05115732			Pending
Kidz Bop	25	11/15/2005	05115731			Pending
Kidz Bop	28	11/15/2005	05115728			Pending
Kidz Bop	41	11/15/2005	05115726			Pending

Trademark Registrations						
Trademark	Class(es)	Filed	APPL #	Registration Date	Registration #	Status
Kidz Bop	9	11/15/2005	/05115734			Pending
Kidz Bop Kids	16	11/15/2005	/05115721			Pending
Kidz Bop Kids	21	11/15/2005	/05115720			Pending
Kidz Bop Kids	25	11/15/2005	/05115713			Pending
Kidz Bop Kids	28	11/15/2005	/05115718			Pending
Kidz Bop Kids	41	11/15/2005	/05115716			Pending
Kidz Bop Kids	9	11/15/2005	/05115724			Pending
European Union (CTM)						
Kidz Bop	9, 16, 21, 25, 28, 41	11/14/2005	/004737797			Pending
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/14/2005	/004737599			Pending
Hong Kong						
Kidz Bop	9, 16, 21, 25, 28, 41	11/15/2005	300530379			Pending
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/15/2005	300530388			Pending
Indonesia						
Kidz Bop	16	12/9/2005	D00 2005 027593			Pending
Kidz Bop	21	12/9/2005	D00 2005 027594			Pending
Kidz Bop	25	12/9/2005	D00 2005 027595			Pending
Kidz Bop	28	12/9/2005	D00 2005 027587			Pending
Kidz Bop	41	12/9/2005	J00 2005 027597			Pending
Kidz Bop	9	12/9/2005	D00 2005 027592			Pending
Kidz Bop Kids	16	12/9/2005	D00 2005 027591			Pending
Kidz Bop Kids	21	12/9/2005	D00 2005 027596			Pending
Kidz Bop Kids	25	12/9/2005	D00 2005 027598			Pending
Kidz Bop Kids	28	12/9/2005	D00 2005 027599			Pending
Kidz Bop Kids	41	12/9/2005	J00 2005 072601			Pending
Kidz Bop Kids	9	12/9/2005	D00 2005 027590			Pending
Malaysia						
Kidz Bop	16	11/15/2005	/05019201			Pending
Kidz Bop	21	11/15/2005	/05019211			Pending
Kidz Bop	25	11/15/2005	/05019202			Pending
Kidz Bop	28	11/15/2005	/05019203			Pending
Kidz Bop	41	11/15/2005	/05019204			Pending
Kidz Bop	9	11/15/2005	/05019200			Pending
Kidz Bop Kids	16	11/15/2005	/05019206			Pending
Kidz Bop Kids	21	11/15/2005	/05019206			Pending
Kidz Bop Kids	25	11/15/2005	/05019208			Pending
Kidz Bop Kids	28	11/15/2005	/05019209			Pending
Kidz Bop Kids	41	11/15/2005	/05019210			Pending
Kidz Bop Kids	9	11/15/2005	/05019205			Pending

Trademark Registrations							
Trademark	Class(es)	Filed	APPL #	Registration Date	Registration #	Status	
Mexico							
Kidz Bop	16	11/15/2005	750981	1/25/2006	916706	Pending	
Kidz Bop	21	11/15/2005	750982	1/25/2006	916707	Pending	
Kidz Bop	25	11/15/2005	750983			Pending	
Kidz Bop	28	11/15/2005	750984			Pending	
Kidz Bop	41	11/15/2005	750985	1/23/2006	916068	Pending	
Kidz Bop	9	11/15/2005	750980			Pending	
Kidz Bop Kids	16	11/15/2005	750987	1/24/2006	916500	Pending	
Kidz Bop Kids	21	11/15/2005	750988	1/23/2006	916069	Pending	
Kidz Bop Kids	25	11/15/2005	750989			Pending	
Kidz Bop Kids	28	11/15/2005	750990			Pending	
Kidz Bop Kids	41	11/15/2005	750991	1/23/2006	916070	Pending	
Kidz Bop Kids	9	11/15/2005	750986			Pending	
New Zealand							
Kidz Bop	9, 16, 21, 25, 28, 41	11/15/2005	738779			Pending	
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/15/2005	738780			Pending	
Philippines							
Kidz Bop	9, 16, 21, 25, 28, 41	11/21/2005	4-2005-011462			Pending	
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/21/2005	4-2005-011461			Pending	
Singapore							
Kidz Bop	16	11/15/2005	T05/23013J			Pending	
Kidz Bop	21	11/15/2005	T05/23014I			Pending	
Kidz Bop	25	11/15/2005	T05/23015G			Pending	
Kidz Bop	28	11/15/2005	T05/23016E			Registered	
Kidz Bop	41	11/15/2005	T05/23017C			Registered	
Kidz Bop	9	11/15/2005	T05/23012B			Pending	
Kidz Bop Kids	16	11/15/2005	T05/23017C			Pending	
Kidz Bop Kids	21	11/15/2005	T05/23021A			Pending	
Kidz Bop Kids	25	11/15/2005	T05/23018A			Pending	
Kidz Bop Kids	28	11/15/2005	T05/23019Z			Pending	
Kidz Bop Kids	41	11/15/2005	T05/23020C			Pending	
Kidz Bop Kids	9	11/15/2005	T05/23022Z			Pending	
South Korea							
Kidz Bop	9, 16, 21, 25, 28, 41	11/15/2005	4-2005-4465			Pending	
Kidz Bop Kids	9, 16, 21, 25, 28, 41	11/15/2005	4-2005-4466			Pending	

Trademark Registrations

<u>Trademark</u>	<u>Classes</u>	<u>Filed</u>	<u>APPL #</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Status</u>
Thailand						
Kidz Bop Kids	16	12/21/2005	613134			Pending
Kidz Bop Kids	21	12/21/2005	613135			Pending
Kidz Bop Kids	25	12/21/2005	613136			Pending
Kidz Bop Kids	28	12/21/2005	613137			Pending
Kidz Bop Kids	41	12/21/2005	613138			Pending
Kidz Bop Kids	9	12/21/2005	613133			Pending
Kidz Bop Kids	16	12/21/2005	613140			Pending
Kidz Bop Kids	21	12/21/2005	613141			Pending
Kidz Bop Kids	25	12/21/2005	613142			Pending
Kidz Bop Kids	28	12/21/2005	613143			Pending
Kidz Bop Kids	41	12/21/2005	613144			Pending
Kidz Bop Kids	9	12/21/2005	613139			Pending
U.S.						
Kid Friendly	9	5/28/2004	76/426,800	8/16/2005	2986681	Registered
KIDPOPI	9, 41	4/10/2000	76/021,156	3/4/2003	22693741	Abandoned
Kidz Bop Kids	9	8/14/2001	76/299,638	2/12/2002	2538339	Registered
Kidz Bop Kids	16, 25, 21, 28	9/17/2003	78/301,749			Allowed
Kidz Bop Kids	9	9/17/2003	78/975,729	5/17/2005	2953747	Registered
						Ran Out of Extensions to File Statement of Use. Application Re-Filed on 8/16/06; for further info, see Application Serial No. 78 / 953,002
Kidz Bop Kids	25, 28, 41, 26	5/20/2002	76/409,183			Registered
Kidz Bop Kids	9	3/2/2005	78/578,163	2/14/2006	3059071	Pending
Kidz Bop Kids	16	8/10/2005	78/689,532			Pending
Kidz Bop Kids	25, 26, 28, 41	8/16/2006	78 / 953,002			Pending
Sung By Kids For Kids	9	4/12/2004	78/400,406	8/23/2005	2988362	Registered