

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
BMG Music		01/01/2006	PARTNERSHIP: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polygram Holding, Inc.		
<b>Street Address:</b>	2220 Colorado Ave		
<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>	
<b>Registration Number:</b>	2376278	GETMUSIC.COM	
<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>	8182865290		
<b>Email:</b>	kerry.regan@umusic.com		
<b>Correspondent Name:</b>	Kerry Regan		
<b>Address Line 1:</b>	10 Universal City Plaza		
<b>Address Line 2:</b>	3rd Floor, Suite 350		
<b>Address Line 4:</b>	Universal City, CALIFORNIA 91608		
<b>ATTORNEY DOCKET NUMBER:</b>	GETMUSIC.COM		
<b>NAME OF SUBMITTER:</b>	Kerry Regan		
<b>Signature:</b>	/kmr/		
<b>Date:</b>	03/29/2007		

OP \$40.00 2376278

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, and entered into, effective as of January 1, 2006, by BMG MUSIC, a New York general partnership (aka "BMG Music Association" or "Association BMG Music"), BMG ARIOLA BELGIUM NV/SA, a Belgium Naamloze Vennootschap/Société Anonyme, by SONY BMG MUSIC ENTERTAINMENT (Belgium) NV/SA, its legal successor-in-interest, BMG ONLINE LLC, a Delaware limited liability company, BMG FRANCE (S.A.), a French Société Anonyme, by SONY BMG MUSIC ENTERTAINMENT (FRANCE) SAS, its legal successor-in-interest, and GETMUSIC LLC, a Delaware limited liability company (collectively, "Assignors"), as assignors, in favor of POLYGRAM HOLDING, INC., a Delaware corporation ("Assignee"), as assignee.

WHEREAS, Assignors own certain rights in the GETMUSIC, PEEPS, PEEPS REPUBLIC, TWANG THIS and BUGJUICE trademarks and trademark registrations in certain jurisdictions, including without limitation those trademarks, trademark applications and trademark registrations listed on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, in exchange for the payment of consideration to Assignee in the amount of US\$1.00, Assignors agree to assign to Assignee all of the Assignors' right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

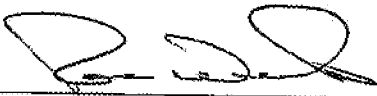
1. Assignment of Trademarks. Assignors hereby sell, transfer and assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Trademarks, all rights of 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. Assignors hereby authorize 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 throughout the world in connection with the Trademarks, and to secure in its own name the registrations granted thereon. Assignors agree 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. Assignors agree 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 the Assignors fail or refuse to execute any Supporting Documents, or take such further actions, Assignors hereby agree, for themselves and their successors, assigns and transferees, to the fullest extent permitted by law, that the President, Chief Executive Officer and/or any Vice President of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed the Assignors' 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.

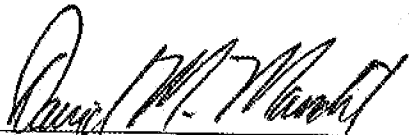
3. Counterparts. This Assignment may be executed in several counterparts, and any and all such executed counterparts shall constitute one (1) agreement binding upon the parties hereto notwithstanding that not all of the parties hereto are signatories to the original or to the same counterpart.

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

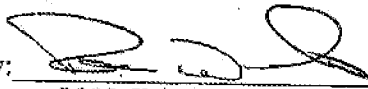
BMG MUSIC

By:   
Name: ROSS WESTON  
Title: VICE PRESIDENT and ASSISTANT SECRETARY

BMG ARIOLA BELGUIM NV/SA  
ACTING THROUGH ITS LEGAL  
SUCCESSOR-IN-INTEREST  
SONY BMG MUSIC  
ENTERTAINMENT (Belgium) NV/SA

By:   
Name: DANIEL MANDIL  
Title: \_\_\_\_\_

BMG ONLINE LLC by  
BMG MUSIC, a member

By:   
Name: ROSS WESTON  
Title: VICE PRESIDENT and ASSISTANT SECRETARY

BMG FRANCE (S.A.) ACTING  
THROUGH ITS LEGAL SUCCESSOR-  
IN-INTEREST  
SONY BMG MUSIC  
ENTERTAINMENT (FRANCE) SAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

POLYGRAM HOLDING, INC.

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

GETMUSIC LLC

By: \_\_\_\_\_  
Michael Ostroff  
Senior Vice President and Manager

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BMG ARIOLA BELGUIM NV/SA  
ACTING THROUGH ITS LEGAL  
SUCCESSOR-IN-INTEREST  
SONY BMG MUSIC  
ENTERTAINMENT (Belgium) NV/SA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BMG ONLINE LLC by  
BMG MUSIC, a member

BMG FRANCE (S.A.) ACTING  
THROUGH ITS LEGAL SUCCESSOR-  
IN-INTEREST  
SONY BMG MUSIC  
ENTERTAINMENT (FRANCE) SAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: *C. W. K. ...*  
Title: *VP FRANCE*

POLYGRAM HOLDING, INC.

GETMUSIC LLC

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

By: \_\_\_\_\_  
Michael Ostroff  
Senior Vice President and Manager

TRADEMARK

REEL: 003511 FRAME: 0049

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BMG MUSIC

BMG ARIOLA BELGIUM NV/SA  
ACTING THROUGH ITS LEGAL  
SUCCESSOR-IN-INTEREST  
SONY BMG MUSIC  
ENTERTAINMENT (Belgium) NV/SA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BMG ONLINE LLC by  
BMG MUSIC, a member

BMG FRANCE (S.A.) ACTING  
THROUGH ITS LEGAL SUCCESSOR-  
IN-INTEREST  
SONY BMG MUSIC  
ENTERTAINMENT (FRANCE) SAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

POLYGRAM HOLDING, INC.

GETMUSIC LLC

By: DeAnne Ozaki  
DeAnne Ozaki  
Authorized Signatory

By: Michael Ostroff  
Michael Ostroff  
Senior Vice President and Manager

**Exhibit A**  
**Trademarks**

<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Territory</u>
PEEPS REPUBLIC		276096	Austria
PEEPS REPUBLIC & DESIGN		276196	Austria
GET MUSIC		656535	Benelux
GETMUSIC.COM & DESIGN		658346	Benelux
GETMUSIC.COM & DESIGN		658346	Benelux
PEEPS REPUBLIC		TMA534912	Canada
PEEPS REPUBLIC & DESIGN		081302100	Canada
PEEPS REPUBLIC		113117	Czech Republic
PEEPS REPUBLIC & DESIGN		113118	Czech Republic
PEEPS & DESIGN		1996 6141 VR	Denmark
PEEPS REPUBLIC		1996 6142 VR	Denmark
GETMUSIC.COM		1067933	European Union
PEEPS REPUBLIC & DESIGN		199602361	Finland
GET MUSIC		99 802757	France
GETMUSIC.COM & DESIGN		99 807582	France
GETMUSIC		39921908	Germany
GETMUSIC.COM & DESIGN		39945113	Germany
PEEPS REPUBLIC		39619602 0	Germany
PEEPS REPUBLIC & DESIGN		39619601 2	Germany
PEEPS REPUBLIC		1996 3431	Ireland
PEEPS REPUBLIC		1996 3432	Ireland
PEEPS REPUBLIC		1996 3429	Ireland
PEEPS REPUBLIC		1996 3430	Ireland
PEEPS REPUBLIC		1996 3428	Ireland
PEEPS REPUBLIC & DESIGN		1996 3435	Ireland
PEEPS REPUBLIC & DESIGN		1996 3434	Ireland
PEEPS REPUBLIC & DESIGN		1996 3437	Ireland
PEEPS REPUBLIC & DESIGN		1996 3433	Ireland
PEEPS REPUBLIC & DESIGN		1996 3436	Ireland
GETMUSIC.COM & DESIGN		887042	Italy
PEEPS REPUBLIC		6783 96 MI	Italy
PEEPS REPUBLIC & DESIGN		6785 96 MI	Italy
GETMUSIC.COM		4610295	Japan
PEEPS REPUBLIC		H08-077397	Japan
PEEPS REPUBLIC		H08-077393	Japan
PEEPS REPUBLIC		H08-077400	Japan
PEEPS REPUBLIC		H08-077396	Japan
PEEPS REPUBLIC		H08-077395	Japan
PEEPS REPUBLIC		H08-077394	Japan
PEEPS REPUBLIC & DESIGN		H08-077402	Japan
PEEPS REPUBLIC & DESIGN		H08-077398	Japan
PEEPS REPUBLIC & DESIGN		H08-077401	Japan

PEEPS REPUBLIC & DESIGN	H08-077400	Japan
PEEPS REPUBLIC & DESIGN	H08-077399	Japan
PEEPS REPUBLIC	M-96-1177	Latvia
PEEPS REPUBLIC & DESIGN	M-96-1178	Latvia
PEEPS REPUBLIC	96-1883	Lithuania
PEEPS REPUBLIC & DESIGN	96-1882	Lithuania
GET MUSIC	647624	Mexico
GET MUSIC	644739	Mexico
GETMUSIC.COM	644730	Mexico
GETMUSIC.COM	649251	Mexico
PEEPS REPUBLIC	17307	Monaco
PEEPS REPUBLIC & DESIGN	17306	Monaco
GETMUSIC & DESIGN	201760	Norway
GETMUSIC.COM & DESIGN	204810	Norway
PEEPS REPUBLIC	19963133	Norway
PEEPS REPUBLIC & DESIGN	19963132	Norway
PEEPS REPUBLIC	2063-1996	Slovak Republic
PEEPS REPUBLIC & DESIGN	2062-1996	Slovak Republic
GET MUSIC	495400	Switzerland
GETMUSIC.COM	496027	Switzerland
BUG JUICE		Tunisia
GET MUSIC		Tunisia
PEEPS REPUBLIC	2100093	United Kingdom
PEEPS REPUBLIC & DESIGN	2100094	United Kingdom
BUG JUICE	2170416	United States
BUG JUICE	2179511	United States
BUG JUICE	2251507	United States
BUG JUICE	2354080	United States
GET MUSIC	2284258	United States
GETMUSIC.COM	2376278	United States
GETMUSIC.COM	2289704	United States
PEEPS REPUBLIC	2186290	United States
PEEPS REPUBLIC	2186274	United States
PEEPS REPUBLIC	2186273	United States
PEEPS REPUBLIC & DESIGN	2184486	United States
PEEPS REPUBLIC & DESIGN	2035564	United States
PEEPS REPUBLIC & DESIGN	2035462	United States
TWANG THIS	2191272	United States