

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Helms, Executor for [Chet Helms]		05/02/2007	ESTATE:
RECEIVING PARTY DATA			
Name:	Rhino Entertainment Company		
Street Address:	3400 West Olive Avenue		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2103017	THE FAMILY DOG PRESENTS	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-813-5900		
Email:	dsullivan@frosszelnick.com		
Correspondent Name:	Michael Chiappetta		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	866 United Nations Plaza		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	WMGI - 0500398		
NAME OF SUBMITTER:	Michael Chiappetta		
Signature:	/diana sullivan/		

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TRADEMARK
REEL: 003549 FRAME: 0101

Date:

05/24/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT, effective as of May 2, 2007 (the "Effective Date"), by and between John F. Helms, as administrator of the Estate of Chet Helms ("Assignor"), and Rhino Entertainment Company, a Warner Music Group company and a Delaware corporation ("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain United States trademarks and related rights; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks and related rights;

NOW, THEREFORE, for good and valuable consideration (including, without limitation, that recited in the assignment agreement dated as of May 2, 2007, by and among Assignor and Assignee), the receipt and adequacy of which Assignor hereby acknowledges, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, forever, Assignor's entire right, title, and interest in, to and under the following:

(a) All of its United States trademarks, trade names, service marks, services names and brand names that include or feature the "Family Dog" name and/or logo designs, including, without limitation, the trademark registration listed on Schedule A attached hereto, together with the goodwill associated therewith and/or symbolized thereby (collectively, the "Trademarks");

(b) Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including, without limitation, any common-law rights, trade dress rights and rights under the laws of unfair competition (collectively, the "Related Rights");

(c) Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and the Related Rights occurring prior to the Effective Date, including, without limitation, the right to receive all proceeds and damages therefrom; and

(d) Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.

2. Assignee, its successors and assigns shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been executed.

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3. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

4. This Assignment may be executed in any number of counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one and the same instrument.

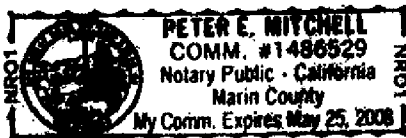
IN WITNESS WHEREOF, the undersigned has caused the Assignment to be duly executed and delivered as of the Effective Date set forth above.

THE ESTATE OF CHET HELMS

By: John F. Helms
Name: John F. Helms
Title: Administrator

STATE OF CALIFORNIA)
COUNTY OF Marin) ss:

On this [4] day of [May], 2007, before me personally came JOHN F. HELMS, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the ADMINISTRATOR of the Estate of Chet Helms; he signed the instrument in the name of the Estate of Chet Helms; and he had the authority to sign the instrument on behalf of the Estate of Chet Helms.



[Signature]
NOTARY PUBLIC

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SCHEDULE A

(Attached hereto in accordance with subparagraph 1(a) above)

Trademarks

Name of Trademark

U.S. Registration Number

THE FAMILY DOG PRESENTS

2,103,017

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