

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
Famous Music One LLC		07/30/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Viacom International Inc.		
Street Address:	1515 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2449059	FAMOUS MUSIC	
Registration Number:	2459519	FAMOUS MUSIC	
Registration Number:	2202872	FAMOUS MUSIC	
Registration Number:	2202871	FAMOUS MUSIC	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 838-3772		
Email:	emily.priest@shearman.com		
Correspondent Name:	Lucia Guh-Siesel		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	PROJECT FAMOUS (VIACOM)		

CH \$115.00 2449059

NAME OF SUBMITTER:	Lucia Guh-Siesel
Signature:	/lucia guh-siesel/
Date:	07/30/2007
Total Attachments: 6 source=Famous Trademark Assignment#page1.tif source=Famous Trademark Assignment#page2.tif source=Famous Trademark Assignment#page3.tif source=Famous Trademark Assignment#page4.tif source=Famous Trademark Assignment#page5.tif source=Famous Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of July 30, 2007, is made among Famous Music LLC, a Delaware limited liability company ("Famous"), Viacom International Inc., a Delaware corporation ("VII"), and Famous Music One LLC, a Delaware limited liability company ("FM One").

WHEREAS, Famous owns all worldwide right, title and interest in and to the trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto, including all common law rights and together with all goodwill associated with any of the foregoing (the "Marks");

WHEREAS, Famous has entered into resolutions to assign the Marks to VII and FM One;

WHEREAS, FM One has entered into resolutions to assign the Marks to VII;

WHEREAS, VII and FM One desire to acquire pursuant to, and Famous wishes to make, a distribution-in-kind of all worldwide right, title and interest in and to the Marks;

WHEREAS, VII desires to acquire pursuant to, and FM One wishes to make, a distribution-in-kind of FM One's interest in all worldwide right, title and interest in and to the Marks; and

WHEREAS, the parties desire to execute this Trademark Assignment for purposes of transferring the Marks and filing this Trademark Assignment with the United States Patent and Trademark Office, as well as any other state or foreign offices in which filings are to be made.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below:

1. Famous hereby sells, assigns, transfers and conveys to VII and FM One, all right, title, interest in and to the Marks in the United States and throughout the world, including all common law rights and together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by VII and FM One as fully and entirely as said interest could have been held and enjoyed by Famous had this sale, assignment, transfer and conveyance not been made.

2. FM One hereby sells, assigns, transfers and conveys to VII, all of FM One's right, title, interest in and to the Marks in the United States and throughout the world, including all common law rights and together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the

Marks), the same to be held and enjoyed by VII as fully and entirely as said interest could have been held and enjoyed by FM One had this sale, assignment, transfer and conveyance not been made.


3. Famous authorizes the United States Patent and Trademark Office and other empowered officials in any applicable jurisdiction within or outside the United States to record the transfer of the registrations and/or applications for registration or renewal of the Marks VII and FM One as assignees of Famous' entire right, title and interest therein. Famous agrees to further execute any documents reasonably necessary to effectuate this Trademark Assignment or to otherwise confirm VII's and FM One's ownership of the Marks, as directed by VII and FM One.

4. FM One authorizes the United States Patent and Trademark Office and other empowered officials in any applicable jurisdiction within or outside the United States to record the transfer of the registrations and/or applications for registration or renewal of the Marks VII as assignee of FM One's entire right, title and interest therein. FM One agrees to further execute any documents reasonably necessary to effectuate this Trademark Assignment or to otherwise confirm VII's ownership of the Marks, as directed by VII.


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IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.


FAMOUS MUSIC LLC

By: 
Name: Michael D. Fricklas
Title: Executive Vice President & Secretary

VIACOM INTERNATIONAL INC.

By: 
Name: Michael D. Fricklas
Title: Executive Vice President, General Counsel & Secretary

FAMOUS MUSIC ONE LLC

By: 
Name: Michael D. Fricklas
Title: President

State of New York)
) ss:
County of New York)

On the 30th day of July in the year 2007 before me, the undersigned, personally appeared Michael D. Fricklas, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument signed above in my presence this 30th day of July, 2007.



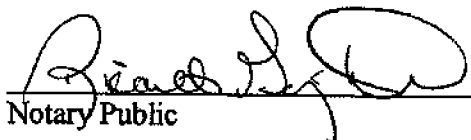
Notary Public

[Seal]

RICARDO L. GOMEZ-NIETO
Notary Public, State of New York
No. 01GO6094280
Qualified in Nassau County
Commission Expires July 16, 20 11
Tues (25)

State of New York)
) ss:
County of New York)

On the 30th day of July in the year 2007 before me, the undersigned, personally appeared Michael D. Fricklas, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument signed above in my presence this 30th day of July, 2007.



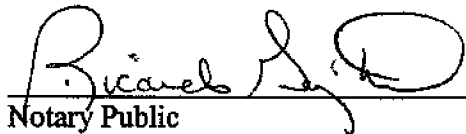
Notary Public

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Commission Expires July 16, 20 11
Tues (25)

State of New York)
) ss:
County of New York)

On the 30th day of July in the year 2007 before me, the undersigned, personally appeared Michael D. Fricklas, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument signed above in my presence this 30th day of July, 2007.



Notary Public

[Seal]

RICARDO L. GOMEZ-NIETO
Notary Public, State of New York
No. 01GO6094280
Qualified in Nassau County
Commission Expires July 16, 2011
Time (B)

SCHEDULE 1

Trademark	Territories	Class	App. No.	App. Date	Reg. No.	Reg. Date
FAMOUS MUSIC	US	16	76/000,714	03/15/00	2,449,059	05/08/01
FAMOUS MUSIC	US	41	76/000,713	03/15/00	2,459,519	06/12/01
FAMOUS MUSIC design + words	US	41	75/362,213	09/24/97	2,202,872	11/10/98
FAMOUS MUSIC design + words	US	16	75/362,212	09/24/97	2,202,871	11/10/98
FAMOUS MUSIC design + words	Canada	16, 41	125480700	04/20/05	665,283	05/30/06
FAMOUS MUSIC design + words	Germany	9, 38, 41	30449324	08/27/04	30449324	01/20/05
FAMOUS	Worldwide	N/A	N/A	N/A	Common Law	N/A
FAMOUS design + words	Worldwide	N/A	N/A	N/A	Common Law	N/A