

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
ACUFF-ROSE MUSIC PUBLISHING, INC.		07/02/2002	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	SONY/ATV MUSIC PUBLISHING LLC		
Street Address:	550 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2432096	ACUFF ROSE MUSIC PUBLISHING	
Registration Number:	2507464	AR	
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:	anicolescu@fzlj.com		
Correspondent Name:	LAWRENCE E. APOLZON		
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:	SATV 0709635		
NAME OF SUBMITTER:	Lawrence E. Apolzon		
Signature:	/anca nicolescu/		

CH \$65.00 2432096

Date:

10/11/2007

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made the 1st day of July, 2002, by and between Acuff-Rose Music Publishing, Inc., a Tennessee corporation ("Acuff-Rose"), Acuff-Rose Music, Inc., a Tennessee corporation ("Acuff-Rose Music"), Milene Music, Inc., a Tennessee corporation ("Milene"), Springhouse Music, Inc., a Tennessee corporation ("Springhouse"), and Hickory Records, Inc., a Tennessee corporation ("Hickory", and, together with Acuff-Rose, Acuff-Rose Music, Milene and Springhouse, the "Sellers") on the one hand, and Sony/ATV Music Publishing LLC, a Delaware limited liability company ("Buyer").

RECITALS:

WHEREAS, Sellers are in the business, either directly and/or indirectly through the operation of agreement(s) with any Person, of acquiring, publishing and exploiting musical compositions and producing, distributing and exploiting sound recordings (the "Business"); and

WHEREAS, Sellers desire to sell, and Buyer desires to purchase, substantially all the assets of Sellers (with certain exceptions) used in connection with the Business and to assume certain of the liabilities and obligations of Sellers relating thereto, all upon the terms and subject to the conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, Buyer and Sellers (collectively, the "Parties") agree as follows:

**ARTICLE I.
DEFINITIONS**

TRADEMARK

REEL: 003637 FRAME: 0730

"Intellectual Property" means rights in the following Assets owned or controlled by Sellers or the Subsidiaries: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications (including for the Acuff-Rose publishing administration system (PAS)), and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations relating thereto, (b) all trademarks, service marks, trade dress, logos, trade names, corporate names, slogans, internet domain names, telephone numbers, and all goodwill associated therewith, together with all translations, adaptations, derivations, combinations, applications, registrations, and renewals relating thereto, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals relating thereto, (d) all computer software (including data and related documentation), (e) all advertising and promotional materials, (f) all other proprietary rights, and (g) all copies and tangible embodiments of the foregoing (in whatever form or medium); provided that Intellectual Property does not include the Compositions or the Masters.

ARTICLE 2.
PURCHASE AND SALE OF ASSETS

2.1 Sale And Purchase Of Assets.


(a) Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing, effective as of the Effective Date, Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, receive and accept from Sellers all of the assets of Sellers used in the operation of the Business, as the same shall exist on the Closing Date, other than the Excluded Assets (collectively, the "Assets"). Without limiting the generality of the foregoing, the term "Assets" shall include the following:

(iv) All of Sellers' rights in the Publishing Assets, the Record Assets and the Intellectual Property;

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.


BUYER:

SONY/ATV MUSIC PUBLISHING LLC

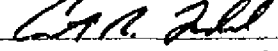
APJ
By: 
Name: Richard Rowe
Title: President

SELLERS:


ACUFF-ROSE MUSIC PUBLISHING, INC.

By: 
Name: Carter R. Todd
Title: Vice President and Secretary

ACUFF-ROSE MUSIC, INC.

By: 
Name: Carter R. Todd
Title: Vice President and Secretary

MILENE MUSIC, INC.

By: 
Name: Carter R. Todd
Title: Vice President and Secretary

SPRINGHOUSE MUSIC, INC.

By: Carter R. Todd
Name: Carter R. Todd
Title: Vice President + Secretary

HICKORY RECORDS, INC.

By: Carter R. Todd
Name: Carter R. Todd
Title: Vice President and Secretary

#2290170.7

Schedule 4.27

Registered Trademarks; Domain Names; Pending Patent Application

<u>Mark</u>	<u>US Registration Number</u>	<u>Owner</u>
ACUFF ROSE MUSIC PUBLISHING	2432096	Acuff-Rose Music Publishing, Inc.
"AR" DESIGN MARK	2507464	Acuff-Rose Music Publishing, Inc.
HICKORY	1744311	Acuff-Rose Music Publishing, Inc.
LOST HIGHWAY	2239247	Acuff-Rose Music Publishing, Inc.

Domain Names:

ACUFFROSE.COM
ACUFFROSE.BIZ
ACUFF-ROSE.COM
ACUFFROSELTD.COM
ACUFF-ROSELTD.COM
ACUFFROSEMUSICGROUP.COM
HICKORYRECORDS.COM
MILENEMUSIC.COM
SPRINGHOUSEMUSIC.COM
SYNCH.NET

Pending Patent Application for certain modules of the Acuff-Rose Publishing Administration System