

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
DMX Music, Inc.		06/03/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THP Capstar Acquisition Corp.		
Street Address:	600 Congress Avenue, Suite 1400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78365366	DMX MUSIC	
CORRESPONDENCE DATA			
Fax Number:	(512)536-4598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512.474.5201		
Email:	aotrademark@fulbright.com, kpfertner@fulbright.com		
Correspondent Name:	Richard J. Groos		
Address Line 1:	600 Congress Avenue, Suite 2400		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	10709445/DMXM:018		
NAME OF SUBMITTER:	Richard J. Groos		
Signature:	/Richard J. Groos/		
Date:	01/22/2008		

OP \$40.00 78365366

Total Attachments: 10

source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page1.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page2.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page3.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page4.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page5.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page6.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page7.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page8.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page9.tif
source=Redacted Assignment from DMX Music to THP Capstar Acquisition Corp#page10.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Asset Purchase Agreement)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "*Agreement*") is entered into as of June 3, 2005, by and among THP Capstar, Inc., a Delaware corporation ("*Assignor*"), and THP Capstar Acquisition Corp., a Texas corporation ("*Assignee*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement dated as of February 8, 2005, as amended by that certain First Amendment to Asset Purchase Agreement dated as of May 11, 2005 (the "*Purchase Agreement*," as amended) between Assignor and Maxide Acquisition, Inc., a Delaware corporation, AEI Music Network, Inc., a Washington corporation, DMX Music, Inc., a Delaware corporation, and Tempo Sound, Inc., an Oklahoma corporation (collectively, "*Sellers*" and each individually, a "*Seller*"), which Purchase Agreement provides for the sale by Sellers to Assignor of the Purchased Assets pursuant to Sections 105, 363 and 365 of Chapter 11 of Title 11 of the Bankruptcy Code;

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, the Purchase Agreement;

WHEREAS, pursuant to Section 17.06 of the Purchase Agreement, Assignor may, upon notice to Sellers and without releasing Assignor from any of its obligations or liabilities under the Purchase Agreement, assign or delegate any or all of its rights or obligations under the Purchase Agreement and the other Transaction Documents to any Affiliate of Assignor;

WHEREAS, Assignee is an Affiliate of Assignor, as Assignee is wholly owned by Assignor; and

WHEREAS, in accordance with Section 17.06 of the Purchase Agreement, Assignor has provided notice to Sellers of the assignment from Assignor to Assignee by letter of even date herewith.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

1. Assignment of Purchase Agreement. Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in and to the Purchase Agreement (including, without limitation, all of Assignor's right, title and interest in and to the Deposit and all interest accrued thereon).

Assignee is not assuming any other obligations or liabilities of any kind or nature, known, unknown, contingent or otherwise.

3. No Merger. Nothing in this Agreement is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Agreement.

4. Further Assurances. Each of the parties to this Agreement agrees to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. Except for the parties to the Purchase Agreement and the parties hereto, no person or entity is or shall be entitled to bring any action to enforce any provisions of this Agreement against any of the parties hereto.

6. Governing Law. This Agreement and performance under it shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the laws that might otherwise govern under applicable principles of conflicts of laws.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment and Assumption Agreement to be executed by its duly authorized representative as of the date first above written.

ASSIGNOR:

THP CAPSTAR, INC., a Delaware corporation

By: _____

Name: John D. Cullen

Title: President

ASSIGNEE:

THP CAPSTAR ACQUISITION CORP., a Texas corporation

By: _____

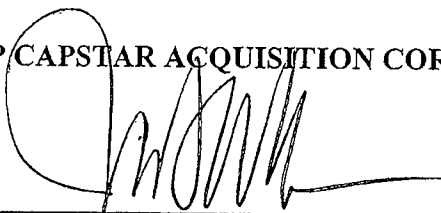
Name: John D. Cullen

Title: President

[Sellers' acknowledgments follow.]

In WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the 3rd day of June, 2005.

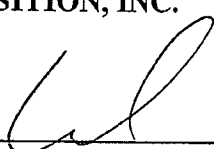
THP CAPSTAR ACQUISITION CORP.

By: 

John D. Cullen
President

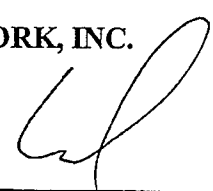
AGREED AND ACKNOWLEDGED
THIS 3RD DAY OF JUNE, 2005:

MAXIDE ACQUISITION, INC.

By: 


Robert Baxter
Senior Vice President and Chief Financial Officer

AEI MUSIC NETWORK, INC.

By: 


Robert Baxter
Senior Vice President and Chief Financial Officer

DMX MUSIC, INC.

By: 

Robert Baxter
Senior Vice President and Chief Financial Officer

TEMPO SOUND, INC.

By: 

Robert Baxter
Senior Vice President and Chief Financial Officer

ASSET PURCHASE AGREEMENT

Among

MAXIDE ACQUISITION, INC.;
AEI MUSIC NETWORK, INC.;
DMX MUSIC, INC.;
AND
TEMPO SOUND, INC.,

as the Sellers,

and

THP CAPSTAR, INC., as Purchaser

DATED AS OF FEBRUARY 8, 2005

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of February 8, 2005 by and among MAXIDE ACQUISITION, INC., a Delaware corporation, ABI MUSIC NETWORK, INC., a Washington corporation; DMX MUSIC, INC., a Delaware corporation; and TEMPO SOUND, INC., an Oklahoma corporation; (collectively, the "Sellers" and each individually, a "Seller"), and THP CAPSTAR, INC., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, the Sellers, together with Sellers' direct and indirect subsidiaries (excluding the Excluded Dormant Subsidiaries (as defined below), the "Seller Subsidiaries," and each a "Seller Subsidiary") listed on Schedule 1-A attached hereto, are engaged in the business of marketing, selling and providing subscription music services in the United States of America and in the other countries listed on Schedule 1-B attached hereto (such business, as conducted by Sellers and Seller Subsidiaries on the date hereof, is referred to herein as the "DMX Business"); and

WHEREAS, promptly following the mutual execution and delivery of this Agreement, the Sellers each plan to file a petition (together, the "Bankruptcy Petitions") initiating a chapter 11 bankruptcy case (collectively, the "Chapter 11 Cases" or the "Bankruptcy Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, the Sellers wish to sell to Purchaser, pursuant to Sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), substantially all of the assets owned by Sellers and used in the ownership and operation of the DMX Business at the price and on the other terms and conditions specified in detail below and Purchaser wishes to so purchase and acquire such assets from Sellers.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I PURCHASE AND SALE; EFFECTIVE TIME

Section 1.01 Purchase and Sale. Except as otherwise provided and subject to the terms and conditions set forth in this Agreement, each Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from each Seller at the Closing, all of such Seller's right, title and interest in and to the Purchased Assets (as defined in Section 2.01 hereof), free and clear of all security interests, liens, pledges, charges, options, rights of first refusal, claims, rights of setoff, any other monetary encumbrance or other restriction on the use or exercise of any attribute of ownership or other interests (collectively, "Liens"), other than those Liens described on Schedule 2 attached hereto and incorporated herein by this reference (any such Liens described on Schedule 2 are collectively referred to as the "Permitted Liens"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Section 17.22.

ARTICLE II
DESCRIPTION OF PURCHASED ASSETS; EXCLUDED ASSETS;
ASSUMPTION OF LIABILITIES

Section 2.01 Purchased Assets. The assets, properties and rights to be conveyed to Purchaser shall include all of Sellers' respective rights, title and interests in and to real and personal, tangible and intangible assets, properties and rights owned, leased or licensed by Sellers of whatever description and used or held for use in the ownership, operation or management of the DMX Business, including Sellers' respective rights, title and interests in and to all property and rights relating exclusively to the DMX Business acquired or obtained by Sellers from the date hereof through the date of Closing and in accordance with the terms hereof, but excluding the Excluded Assets (the assets so included, the "Purchased Assets"), including all of Sellers' respective rights, title and interest in and to the following assets, properties, rights and interests of Sellers, in each case, to the extent relating to the DMX Business and not comprising part of the Excluded Assets:

(k) all of the following, to the extent owned by a Seller and relating to the DMX Business, along with all related income, royalties, damages and payments, if any, due or payable as of the Closing Date or thereafter: inventions, trademarks, service marks, trade dress,

trade names, logos and registrations and applications for a registration thereof together with all of the goodwill associated therewith, copyrights and copyrightable works and registrations and applications for the registration thereof, domain names, computer software, software source codes and object codes, data, data bases, documentation thereof, trade secrets and other confidential information, and all other intellectual property rights and intangible embodiments thereof (in whatever form or medium); together with all books, records, drawings and other indicia thereof, however evidenced; in each case including, without limitation, the items set forth on Schedule 2.01(k) attached hereto. For the avoidance of doubt, the Purchased Assets shall in all events exclude, (i) any materials containing information about employees, disclosure of which would violate the employee's rights of privacy or other employee rights under applicable Legal Requirement, (ii) any materials relating to Excluded Assets which are subject to attorney-client or any other privilege, and (iii) any software or other item of intangible property held by any Seller pursuant to a license or other Contract where Purchaser does not assume the underlying license or other Contract relating to such intangible personal property at the Closing;

Trademark	Country	Class	App. No.	Reg. No.	Status	Current Owner	
DMX FOR BUSINESS	Guatemala	035	96-9906	110503	Registered	DMX, LLC	
	Guatemala				Pending	DMX, LLC	
DMX MUSIC	Community Trademark	009			Pending	DMX Music, Inc.	
		035					
		038					
		041					
DMX MUSIC & Design	United States	009			Pending	DMX Music, Inc.	
	United States	036			Pending	DMX Music, Inc.	
	United States	038			Pending	DMX Music, Inc.	
	United States	041			Pending	DMX Music, Inc.	
	Argentina	038	2,288,060	1,860,012	Registered	DMX Music, Inc.	
Brazil	038			Pending	DMX Music, Inc.		
Canada	000	1,061,214	TMA568,420	Registered	DMX Music, Inc.		
Chile	038			Pending	DMX Music, Inc.		
Israel	038	140582	140582	Registered	DMX Music, Inc.		
Mexico	038	437053	671231	Registered	DMX Music, Inc.		
South Africa	038	2900/10710	2000/10710	Registered	DMX Music, Inc.		
United States	038	75/829,791	2,568,018	Registered	DMX Music, Inc.		
		041					

SI050210108