

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bertelsmann Direct North America, Inc.		10/23/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sony BMG Music Entertainment		
Street Address:	550 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2543790	MYPLAY	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-7000		
Email:	pamela.lina@alston.com		
Correspondent Name:	Pamela K. Lina		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	104037/223608		
NAME OF SUBMITTER:	Pamela K. Lina		
Signature:	/Pamela K. Lina/		

OP \$40.00 2543790

Date:

01/29/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between Bertelsmann Direct North America, Inc., a Delaware corporation ("Assignor"), and Sony BMG Music Entertainment, a Delaware partnership ("Assignee").

WHEREAS, Assignor is the owner of the trademarks registrations and domain name listed on Schedule A attached hereto and made a part hereof, and any common-law rights, and the goodwill associated therewith (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of, the Trademarks pursuant to the terms and conditions of this Assignment.

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

1. Assignment of Trademarks. Effective as of the date executed by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; and (iii) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Assignor further agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts reasonably necessary to confirm the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee. To the extent that any of Assignor's affiliates possess any rights in and to the Trademarks, Assignor agrees to procure and/or transfer such rights to Assignee so that such transfer is accomplished contemporaneous with this Assignment or as soon as immediately practicable thereafter. For the avoidance of doubt, the foregoing shall include, without limitation, Assignor's reasonable assistance in the assignment and transfer to Assignee, in conjunction with InterNIC, the Internet Corporation for Assigned Names and Numbers, and/or the relevant registrar, all domain names related thereto as set forth in Schedule A.

3. Warranties. Assignor represents and warrants that Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademarks, including the right to use the Trademarks. Assignor

also represents and warrants that to the best of its knowledge, the Trademarks do not violate or infringe upon any trademark, service mark, contract right or other intellectual property right of any other. Assignor further represents and warrants that Assignor has disclosed to Assignee all information known to Assignor that is related to Assignor's right, title, and interest in and to the Trademarks, including without limitation the chain of title for the Trademarks. Other than the warranties listed in this Section, THE TRADEMARKS ARE ASSIGNED ON AN AS IS, WHERE IS, BASIS, WITH ALL FAULTS KNOWN AND UNKNOWN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRADEMARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. Responsibilities of Assignee. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Entire Agreement. This Assignment constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties.

Executed this 23rd day of October, 2007.

Assignor: BERTELSMANN DIRECT NORTH AMERICA, INC.

By: [Signature]

Name: CHY KNIGHT

Title: Executive Vice President

Legal & Business Affairs

Acknowledged this 11th day of October, 2007.

Assignee: SONY BMG MUSIC ENTERTAINMENT

By: [Signature]

Name: ROSS WILSON

Title: Assistant Secretary & Vice President

SCHEDULE A

MARK	COUNTRY	REG. NO.	INT. CLASS	REG. DATE
MYPLAY	United States	2,543,790	38, 39, 41	March 5, 2002
MYPLAY	Japan	4,556,326	41, 42	April 5, 2002
MYPLAY	Community Trademark	1,900,588	38, 41, 42	June 6, 2002

DOMAIN NAME	EXPIRATION
WWW.MYPLAY.COM	November 25, 2011