

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
UNIVERSAL MUSIC - MGB NA LLC		04/01/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	POLYGRAM HOLDING, INC.		
Street Address:	2220 Colorado Avenue		
Internal Address:	c/o Universal Music Group		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1466219	KILLER MUSIC	
Registration Number:	2878147	KILLER TRACKS	
CORRESPONDENCE DATA			
Fax Number:	(310)865-1791		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3108651709		
Email:	deanne.ozaki@umusic.com		
Correspondent Name:	DeAnne Ozaki		
Address Line 1:	2220 Colorado Avenue		
Address Line 2:	Universal Music Group		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	KILLER ASSIGNMENT TO POLY		
NAME OF SUBMITTER:	Deanne Ozaki, Esq.		

OP \$65.00 1466219

Signature:

/DeAnne Ozaki/

Date:

04/25/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, and entered into, effective as of April 1, 2008, by UNIVERSAL MUSIC - MGB NA LLC, a California limited liability company ("Assignor"), as assignor, in favor of POLYGRAM HOLDING, INC., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor owns the KILLER MUSIC and KILLER TRACKS trademarks and trademark registrations including without limitation "KILLER MUSIC", U.S. Registration Number 1,466,219 and "KILLER TRACKS", U.S. Registration Number 2,878,147 (collectively, the "Trademarks"); and

WHEREAS, in exchange for the payment of consideration to Assignee in the amount of US\$1.00, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith and all common law and statutory right, title and interest in and to the Trademarks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademarks, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in the Japan in connection with the Trademarks, and to secure in its own name the registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademarks.

2. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 1 above ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns and transferees, to the fullest extent permitted by law, that the President and/or Chief Executive Officer of Assignee, and of any successor or assignee of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorney-in-fact with full authority to execute any Supporting


Documents requested by Assignee, and to perform all other acts necessary to effect, perfect, evidence or enforce the assignment set forth in Section 1 above.

IN WITNESS WHEREOF, Assignor and Assignee have executed and entered into this Assignment as of the date first written above.

UNIVERSAL MUSIC – MGB NA LLC

POLYGRAM HOLDING, INC.

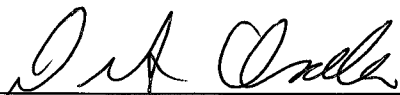
By: _____


Neil Nagano

Authorized Signatory

DAO

By: _____


DeAnne Ozaki

Authorized Signatory