

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
TeeVee Toons, Inc. d/b/a TVT Records		07/03/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Orchard Enterprises, Inc.		
Street Address:	100 Park Avenue		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1794790	TVT RECORDS	
Registration Number:	1792470	TEEVEE TOONS	
Registration Number:	2629805	BENDER	
Registration Number:	1881220	BLUNT RECORDINGS	
CORRESPONDENCE DATA			
Fax Number:	(212)201-9203		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-201-9280		
Email:	contractadmin@theorchard.com		
Correspondent Name:	The Orchard Enterprises, Inc.		
Address Line 1:	100 Park Avenue		
Address Line 2:	2nd Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Elizabeth Saura		

OP \$115.00 1794790

Signature:	/Elizabeth Saura/
Date:	11/19/2008
Total Attachments: 4 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 3, 2008 by and between TEEVEE TOONS, INC. d/b/a TVT RECORDS, a Delaware corporation, debtor and debtor-in-possession ("Assignor"), and THE ORCHARD ENTERPRISES, INC., a Delaware corporation ("Assignee").

All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of July 3, 2008, by and among Assignor and Assignee (the "Purchase Agreement").

RECITALS

WHEREAS, pursuant to the Purchase Agreement, and the Sale Order of the United States Bankruptcy Court for the Southern District of New York, dated June 26, 2008 (the "Sale Order"), Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee the Acquired Assets, including, without limitation, those trademarks and registrations listed on Schedule 1 attached hereto (the "Marks").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Assignment of Marks. Assignor, on behalf of itself, its successors and assigns, hereby sells, assigns, transfers and confirms unto Assignee, its successors and assigns, absolutely and forever its entire right, title and interest, whether statutory or at common law, all of Assignor's right, title and interest in and to:
 - a. The Marks and all registrations listed on the attached Schedule 1, together with the goodwill of the business symbolized by these;
 - b. All registrations and applications in the United States or any other jurisdiction worldwide therefor, including any renewals and extensions of the registrations, now or hereafter in effect;
 - c. The right to recover damages and profits for past, present or future infringement or other unauthorized use therefor; and
 - d. The right to use of the Marks in commerce or otherwise in any manner whatsoever.
2. Further Assurances. Assignor agrees to duly execute and deliver or cause to be delivered all instruments of title, sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other and other documents, and to do and cause to be done all such further acts that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee all right and title in the Marks hereby granted, conveyed, transferred, assigned and delivered. Assignee agrees to duly execute and deliver or cause to be executed and delivered all instruments of delegation, assumption and release, and all notices, acknowledgements, releases,

acquittances and other documents, and to do and cause to be done all such further acts that may be necessary more fully to evidence Assignee's assumption of the Marks and to release Assignor from same.

3. Conflict. Nothing in this Assignment modifies, supercedes, expands or extinguishes any of the obligations, agreements, covenants or warranties of the Seller contained in the Purchase Agreement or any provisions of the Sale Order. If any conflict exists between this Assignment, on the one hand, and the Purchase Agreement, or the Sale Order, on the other, then the terms of the Purchase Agreement or Sale Order, as applicable, shall govern and control.

4. Miscellaneous. The provisions of Sections 8.04 (Notices), 8.05 (Headings; Certain Terms), 8.06 (Binding Effect; Assignment), 8.07 (Entire Agreement), 8.08 (Governing Law; Jurisdiction), 8.09 (Expenses), 8.10 (Amendment), 8.11 (Waiver), 8.12 (Counterparts; Effectiveness), and 8.13 (Severability; Validity; Parties of Interest) of the Purchase Agreement are hereby incorporated by reference as if set forth in full herein, *mutatis mutandis*.

[Signature Page Follows]

SCHEDULE 1

THE MARKS

(A) U.S. Trademarks			
TRADEMARK	REGISTRATION #	REGISTRATION DATE	REGISTERED OWNER
TVT Records	1794790	28-Sep-93	TVT Records
TeeVee Toons	1792470	14-Sep-93	TeeVee Toons, Inc.
Bender	2629805	08-Oct-02	TeeVee Toons, Inc.
Blunt Recordings	1881220	28-Feb-95	TeeVee Toons, Inc.
(B) Foreign Trademarks			
TRADEMARK	REGISTRATION #	REGISTRATION DATE	REGISTERED OWNER
TVT Records	4103578	01-Oct-06	TVT Europe GmbH