

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
American Show Latin, S.A. de C.V.		02/21/2009	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	UMG Recordings, Inc.		
Street Address:	2220 Colorado Avenue		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77560163	ASL AMERICAN SHOW LATIN	
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@fzlz.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:	KING 0901340		
NAME OF SUBMITTER:	Lawrence E. Apolzon		
Signature:	/anca nicolescu/		
Date:	02/23/2009		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, and entered into, effective as of February 21, 2009, by American Show Latin, S.A. de C.V., a corporation organized and existing under the laws of Mexico ("Assignor"), as assignor, in favor of UMG Recordings, Inc., a Delaware corporation ("Assignee"), as assignee, as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated February 21, 2009, by and among Assignee, Assignor and the shareholders of Assignor (the "Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Acquired Assets (as defined in the Purchase Agreement), including, without limitation, all of the trademarks related to the ASL Music Business (as defined in the Purchase Agreement), which business shall be ongoing and existing as of the Closing Date;

WHEREAS, Assignee is the successor to the ASL Music Business for purposes of 15 U.S.C. §1060(a)(1) and related regulations; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to all of the registered and unregistered domestic and foreign trademarks and trademark applications related to the ASL Music Business, including, without limitation, the trademark registrations and trademark applications (and all of Assignor's rights under and goodwill related to such trademarks) listed on Exhibit A attached hereto (collectively, the "Trademarks").

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other 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 irrevocably sells, conveys, transfers, assigns and delivers to Assignee all right, title, interest and benefit throughout the universe in and to the Trademarks, together with the goodwill of the business associated therewith or symbolized thereby 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 (including retention of all recovered amounts), and all products, proceeds and revenues arising from or relating to any and all of the foregoing under any law now or hereafter in effect anywhere in the universe, whether arising prior to, on or subsequent to the date hereof, in all cases, the same to be held and enjoyed by Assignee, its successors, and assigns from and after the date hereof fully and absolutely, and as the same could have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, Assignor hereby expressly acknowledges that Assignee, its successors

and assigns may, to the fullest extent permitted by applicable law, file in its own name applications for trademark and service mark registration in the European Community in connection with the Trademarks, and to secure in its own name the registrations granted thereon.

2. Misc. This Assignment is subject to all of the terms and conditions of the Purchase Agreement. Nothing herein is intended to augment, limit or supersede in any way the representations, warranties, covenants, agreements or indemnities of the parties set forth in the Purchase Agreement.

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

UMG RECORDINGS, INC.

By: _____
Name:
Title:

AMERICAN SHOW LATIN, S.A. de C.V.

By: _____
Name: **LOIS FERNANDO MORALES RIZZI**
Title: **SOLE ADMINISTRATOR AND LEGAL REPRESENTATIVE**

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003940 FRAME: 0396

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

UMG RECORDINGS, INC.

By: _____

Name: Michael Ostroff

Title: Executive Vice President & General Counsel

AMERICAN SHOW LATIN, S.A. de C.V.

By: _____

Name:

Title:

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003940 FRAME: 0397

Exhibit A

"Trademarks"

<u>Mark</u>	<u>Application No.</u>	<u>Classes</u>
ASL AMERICAN SHOW LATIN & Design	77/560,163	9, 35, 41

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