

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Orchard Enterprises, Inc.		11/30/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orchard Enterprises NY, Inc.		
<b>Street Address:</b>	23 East 4th Street		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78796125		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)973-9101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-220-0900		
<b>Email:</b>	jfriedman@litproplaw.com		
<b>Correspondent Name:</b>	Jessica R. Friedman		
<b>Address Line 1:</b>	757 Third Avenue		
<b>Address Line 2:</b>	Suite 1903		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Jessica R. Friedman		
<b>Signature:</b>	/Jessica R. Friedman/		
<b>Date:</b>	03/12/2009		

OP \$40.00 78796125

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This assignment made as of the 30th day of November, 2007, by The Orchard Enterprises, Inc. ("Assignor") to Orchard Enterprises NY, Inc. ("Assignee").

WHEREAS, in connection with a transfer of certain business interests, Assignor wishes to convey to Assignee all of its right, title and interest in and to the trademark listed on Schedule A hereto (the "Trademark") and the trademark application listed on Schedule A hereto (the "Application") along with all the goodwill symbolized by the Trademark, and Assignee wishes to acquire all of Assignor's rights in the Trademark and the Application, all on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of Assignor's respective right, title and interest in and to the Trademark and the Application, together with any goodwill of the business symbolized by the Trademark, and the right apply to register the Trademark additionally in the United States and elsewhere, and the right to sue for damages and other remedies on account of any infringement of the Trademark that may have occurred prior to the date of this assignment.


2. Assignor further agrees to execute any documents and take any action that may be required to confirm or perfect Assignee's right, title and interest in the Trademark and the Application, including, without limitation, the filing of a substitute Power of Attorney in the U.S. Trademark Office, security interests with respect to the Trademarks and the recordation of this Assignment.

THE ORCHARD ENTERPRISES, INC.

By: \_\_\_\_\_

Jason L. Pascal  
VP & Senior Counsel

**SCHEDULE A**

Mark 	Serial No. 78796125
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