

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
Allied Artists Pictures Corporation		06/17/1983	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Allied Artists Records and Studios		
Also Known As:	AKA Allied Artists Records		
Street Address:	PO Box 2035		
Internal Address:	Attn: Legal Dept		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0525194	ALLIED ARTISTS PRODUCTIONS, INC	
Registration Number:	1046270	AA	
Registration Number:	1072117	ALLIED ARTISTS	
CORRESPONDENCE DATA			
Fax Number:	(626)961-0411		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(626) 330-0600 x8150		
Email:	legal@alliedartists.net		
Correspondent Name:	Allied Artists International, Inc.		
Address Line 1:	PO Box 2035		
Address Line 2:	Attn: Legal Dept		
Address Line 4:	City of Industry, CALIFORNIA 91746		
NAME OF SUBMITTER:	Danny Ramos		

OP \$90.00 0525194

900145238

**TRADEMARK
 REEL: 004077 FRAME: 0865**

Signature:	/Danny Ramos/
Date:	10/13/2009
Total Attachments: 6 source=1983 Trademark Assignment Agreement AAPC#page1.tif source=1983 Trademark Assignment Agreement AAPC#page2.tif source=1983 Trademark Assignment Agreement AAPC#page3.tif source=1983 Trademark Assignment Agreement AAPC#page4.tif source=1983 Trademark Assignment Agreement AAPC#page5.tif source=1983 Trademark Assignment Agreement AAPC#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of June 17, 1983 between the following two parties.

The Assignor: Allied Artists Pictures Corporation, a Delaware Corporation

The Assignee: Robert L. Abernathy and Richard B. Smith dba Allied Artists Records and Studios

WHEREAS, the Assignor, a corporation organized under the laws of the state of Delaware (the "ASSIGNOR"), owns the trademarks as defined in Appendix 1 (the "Trademarks").

WHEREAS, the Assignee is a partnership of individuals doing business under the laws of the state of California;

WHEREAS, the Assignor agrees to assign the Trademarks to the Assignee and the Assignee agrees to accept the assignment of the Trademarks.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademarks.

2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is a Corporation duly registered and validly existing under the laws of the state of Delaware.

3.1.2 the Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.

3.1.3 the Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.5 the Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a partnership of individuals doing business under the laws of the state of California.

3.2.2 The Assignee, subject to its business scope, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the state of California.

6. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

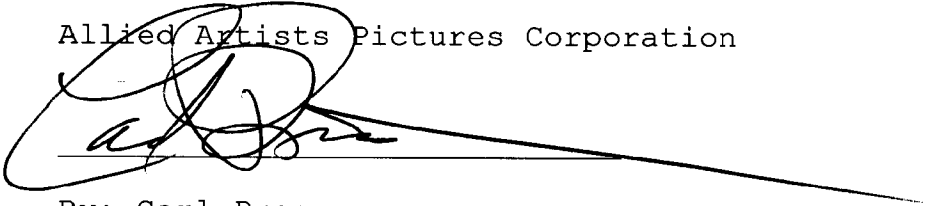
7. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

ASSIGNOR

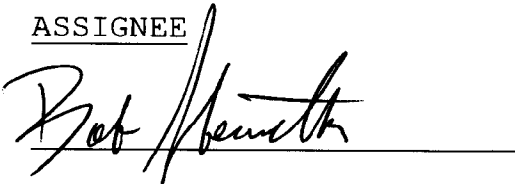
Allied Artists Pictures Corporation

A large, stylized handwritten signature in black ink, appearing to read 'Carl Praeger', is written over a horizontal line. The signature is highly cursive and extends significantly to the right of the line.

By: Carl Praeger

Title: President, Allied Artists Music

ASSIGNEE

A handwritten signature in black ink, appearing to read 'Bob Abernathy', is written over a horizontal line. The signature is cursive and stays mostly within the bounds of the line.

By: Robert L. Abernathy

Title: Self, Managing Partner

Appendix 1
Trademarks

Registration No.	Mark
525,194	Allied Artists Productions, Inc.
1,046,270	Allied Artists "aa"
1,072,117	Allied Artists