

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMG Rights Management GMBH		01/11/2010	LIMITED LIABILITY COMPANY: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, National Association		
<b>Street Address:</b>	131 South Dearborn Street, 6th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-5506		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1517823	BMG	
Registration Number:	2730978	BMG	
Registration Number:	2292627	BMG	
Registration Number:	2261237	BMG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027395151		
<b>Email:</b>	dgross@morganlewis.com, jsims@morganlewis.com, ateixeira@morganlewis.com, chowell@morganlewis.com		
<b>Correspondent Name:</b>	Dana S. Gross		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, DC, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	066397.0418		

CH \$115.00 1517823

**900154677**

**TRADEMARK  
 REEL: 004149 FRAME: 0001**

NAME OF SUBMITTER:	Dana S. Gross
Signature:	/Dana S. Gross/
Date:	02/12/2010

**Total Attachments: 57**

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**EXECUTION**

**TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

Dated as of January 11, 2010

WHEREAS, the Credit Parties (each a "Pledgor" and collectively, the "Pledgors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, including the goodwill associated therewith, now owned, held or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademark registrations and applications listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of material Trademark registrations and applications subsequently registered or otherwise applied for; and

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of January 11, 2010 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among BMG RM Germany GmbH, as Parent, the Borrowers referred to therein, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, National Association, a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent") and Issuing Bank (in such capacity, the "Issuing Bank"), and J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent"), the Lenders have agreed to make Loans to the Borrowers. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the applicable Security Document, each Pledgor granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Pledgor (subject to certain exclusions specified therein) including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now in existence or hereafter acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired:

(i) each Trademark owned by such Pledgor and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark owned by such Pledgor, including, without limitation, each Trademark registration and application referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and to the extent such grant of security interest in such Trademark license does not constitute a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any Trademark license; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

*Provided, however,* notwithstanding any of the other provisions herein (and notwithstanding any recording of the Administrative Agent's security interest made in the USPTO or other registry office in any other jurisdiction), this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark to the extent such grant of a security interest is prohibited by Applicable Law or would result in the forfeiture of any Pledgor's rights in any Trademark, including Trademark applications filed with the USPTO on the basis of such Pledgor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing with the USPTO would adversely affect the enforceability or validity of such Trademark application.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent within 45 days (or such longer period as may be approved by the Administrative Agent) after the end of each calendar quarter in which such Pledgor registers or otherwise adopts or acquires any material Trademark registration or application not listed on

Schedule A hereto or enters into any material Trademark license entered into with respect to material Trademarks and not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement, the Security Documents and this Trademark Security Agreement, and to provide, perfect and preserve the security interest of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Security Documents, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the applicable Security Document. Each Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth therein and the terms and provisions of the Security Agreement are incorporated by reference herein solely to the extent that they pertain to the Trademark Collateral. Each Pledgor and the Administrative Agent hereby further acknowledge and affirm that, if the Pledgor is incorporated under the laws of the Federal Republic of Germany, the security interest granted herein is subject to the Limitation of Enforcement provisions set forth in Section 22 of the Pledge Agreement.

At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgors, at Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms of the Security Documents and the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 5(c) of the Security Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGOR:

BMG RIGHTS MANAGEMENT GMBH

By

Name: *Walter Reusch / H. Dresemann*

Title: *CEO / CFO*

*[Signature Page to US Trademark Security Agreement]*



ACCEPTED:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By   
Name: \_\_\_\_\_  
Title: **V. David Sheehan**  
**Managing Director**

*[Signature Page to US Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004149 FRAME: 0009**

I hereby certify, that on this 19<sup>th</sup> day of January 2010, before me, the undersigned Notary Public personally appeared

1. Dr. Maximilian Dressendörfer, born on September 3<sup>rd</sup>, 1970,  
personally known to me

and


2. Hartwig Masuch, born on July 20<sup>th</sup>, 1954,  
personally known to me

both with business address Anna-Louisa-Karsch-Straße 2, 10178 Berlin, Germany -

and signed the above signatures in my presence.

I explained to the undersigned the prohibition of cooperation of § 3 Abs. 1 No. 7 Authentication Act (*Beurkundungsgesetz*). The undersigned denied my question if a prior involvement excluding my ability to perform the notarial duties is given.

Berlin, January 19<sup>th</sup>, 2010  
Deed Ref. No. 16/2010


  
Alexander Kollmorgen  
Notar

**Bill of Costs §§ 141, 54 KostO**

**Value: 130.000,00 Euro**

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2,5/10 certification of a signature §§ 32, 45 Abs. 1 KostO	130,00 Euro
5/10 fee for certification out of our office §§ 32, 58 Abs. 1 KostO	30,00 Euro
copying fee §§ 136 Abs. 1 Satz 1 Nr. 1, 152 Abs. 1 KostO (48 pages)	24,00 Euro
sub total	184,00 Euro
VAT (MWSt) § 151a KostO (19,00 %)	34,96 Euro
<b>Total</b>	<b>218,96 Euro</b>

  
(Alexander Kollmorgen)  
Notar

Apostille  
(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Alexander Kollmorgen

3. in seiner Eigenschaft als Notar in Berlin

4. sie ist versehen mit dem Siegel

des Notars

Bestätigt

5. in Berlin 6. am 21. Januar 2010

7. durch den Präsidenten des Landgerichts in Berlin

8. unter Nr. 9101a E-F 304/10

9. Siegel

10. Unterschrift  
im Auftrage



(Bünning)

Vorsitzende Richterin am Landgericht

**ACKNOWLEDGMENT**

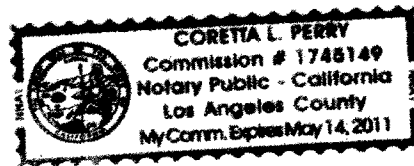
State of California

County of Los Angeles

On January 8, 2010 before me, Coretta L. Perry, Notary Public (insert name and title of the officer) personally appeared Victor David Shaheen, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in black ink, appearing to be "Coretta L. Perry", written over a horizontal line.

(Seal)

Schedule A  
to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS







Country	Trade Mark Name	Trade Mark Owner	Collision Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Algeria	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	renewal pending	050 654	9	16	25	38	41	42	0	1996/04/10	1996/04/10	2006/04/10

Argentina	BMG-Logo (solid triangle)	Bertelsmann Music Group LLC	registered	2269514	42	0	0	0	0	0	0	1996/02/09	1997/01/17	2019/01/26

Argentina	BMG-Logo (solid triangle)	Bertelsmann Music Group LLC	registered	2265367	41	0	0	0	0	0	0	1996/02/09	1997/12/23	2018/12/29

Argentina	BMG-Logo (solid triangle)	Bertelsmann Music Group LLC	registered	2269513	38	0	0	0	0	0	0	1996/02/09	1997/01/17	2019/01/26

Aruba	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.	registered	18051	9	16	25	38	41	42	0	1996/03/21	1996/08/15	2016/03/20

BMG trademarks OLD as of 15 Dec. 2009

2009/12/15

Country	Trade Mark Name	Trade Mark Owner
	Collision Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

Australia		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	9	16 25 38 41 42 0
	registered	701 557	1996/01/31 1997/04/08 2016/01/31

Austria/Österreich		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	9	16 25 38 41 42 0
	registered	162 901	1996/01/12 1996/03/11 2016/03/31

Belarus		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	9	16 25 38 41 42 0
	registered	587 138	1996/01/12 1996/11/04 2016/01/12

Bermuda		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	41	0 0 0 0 0 0
	registered	27781	1996/04/02 1999/02/10 2017/04/02

Bermuda		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	38	0 0 0 0 0 0
	registered	27782	1996/04/02 1999/02/10 2017/04/02



Country	Trade Mark Name	Trade Mark Owner
	Collision	Classes
	Status	Filed
	Reg.-No.	Registered
		Renewal due

Bulgaria		Bertelsmann Music Group, Inc.									
	BMG-Logo (solid triangle)	9	16	0	0	0	0	0	0	0	0
	registered	299650									

Bulgaria		Bertelsmann Music Group, Inc.									
	BMG-Logo (solid triangle)	38	41	42	0	0	0	0	0	0	0
	registered	5614									

Canada		Bertelsmann Music Group, Inc.									
	BMG-Logo (solid triangle)	9	16	25	38	41	42	0			
	registered	488 800									

China (PRC)		Bertelsmann Music Group LLC									
	BMG-Logo (solid triangle)	41	0	0	0	0	0	0	0	0	0
	registered	1049605									

China (PRC)		Bertelsmann Music Group LLC									
	BMG-Logo (solid triangle)	38	0	0	0	0	0	0	0	0	0
	registered	1055681									

Country	Trade Mark Name	Trade Mark Owner
	Collision Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

China (PRC)		Bertelsmann Music Group LLC	
<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	9	0 0 0 0 0 0
	registered	1036019	1996/01/31 1997/06/21 2017/06/20

Colombia		Bertelsmann Music Group, Inc.	
<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	16	0 0 0 0 0 0
	registered	246 561	1996/07/30 2001/07/27 2011/07/27

Costa Rica		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	41	0 0 0 0 0 0
	registered	99 071	1996/06/25 1997/01/21 2017/01/21

Costa Rica		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	38	0 0 0 0 0 0
	registered	99 063	1996/06/25 1997/01/21 2017/01/21

Costa Rica		Bertelsmann Music Group, Inc.	
<input type="checkbox"/>	BMG-logo (solid triangle)	9	0 0 0 0 0 0
	registered	99 070	1996/06/25 1997/01/21 2017/01/21

BMG trademarks OLD as of 15 Dec. 2009

2009/12/15

Country	Trade Mark Name	Trade Mark Owner
Collision	Status	Reg.-No.
	Classes	Filed
	Registered	Renewal due

Croatia/Kroatien	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	Z960123 A
		9 16 38 41 42 0 0
		1996/01/26 1997/1/21 2016/01/26

Cuba	BMG-logo (solid triangle)	Bertelsmann Music Group LLC
<input type="checkbox"/>	registered	125 114
		41 0 0 0 0 0 0
		1996/05/07 1997/01/14 2016/05/07

Cuba	BMG-logo (solid triangle)	Bertelsmann Music Group LLC
<input type="checkbox"/>	registered	125 179
		38 0 0 0 0 0 0
		1996/05/07 1997/02/14 2016/05/07

Cuba	BMG-logo (solid triangle)	Bertelsmann Music Group LLC
<input type="checkbox"/>	registered	125 028
		9 0 0 0 0 0 0
		1996/05/07 1997/01/23 2016/05/07

Cyprus	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	B 44 384
		41 0 0 0 0 0 0
		1996/01/24 1999/03/12 2017/01/24

BMG trademarks OLD as of 15 Dec. 2009

2009/12/15



Country	Trade Mark Name	Trade Mark Owner
Collision	Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

Dominican Republic	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	9 0 0 0 0 0 0 0
	84681	1996/05/15 1996/07/15 2016/07/15

Dominican Republic	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	41
	159830	2006/12/13 2007/04/01 2017/04/01

Ecuador	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	41 0 0 0 0 0 0 0
	1460	1996/02/08 1997/10/15 2017/10/15

Ecuador	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	38 0 0 0 0 0 0 0
	1367-97	1996/02/08 1997/10/15 2017/10/15

Ecuador	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input checked="" type="checkbox"/>	registered	9 0 0 0 0 0 0 0
	3818-98	1996/02/08 1996/08/04 2018/08/04

BMG trademarks OLD as of 15 Dec. 2009

2009/12/15





Country	Trade Mark Name	Trade Mark Owner
Collision	Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

El Salvador	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	188 Book 49
		9 0 0 0 0 0 0
		1996/03/28
		1997/02/25
		2017/02/25

Estand/Estonia	BMG-Logo (solid triangle)	Bertelsmann Music Group LLC
<input type="checkbox"/>	registered	24229
		9 16 25 38 41 42 0
		1996/01/19
		1997/09/02
		2017/09/02

Finland	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	205 186
		9 16 25 38 41 42 0
		1996/01/17
		1997/03/27
		2017/03/27

France	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input checked="" type="checkbox"/>	registered	96 605 716
		9 16 0 38 41 42 0
		1996/01/15
		1996/01/15
		2016/01/15

Georgia/Georgien	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
<input type="checkbox"/>	registered	4645
		9 16 25 38 41 42 0
		1996/02/05
		1997/02/18
		2017/02/18

Country	Trade Mark Name	Trade Mark Owner
	Collision	Classes
	Status	Reg.-No.
		Filed
		Registered
		Renewal due

**Germany**

BMG-Logo (solid triangle)		Bertelsmann Music Group, Inc.											
Registered	395 52 784	9	16	25	38	41	0	0			1995/12/28	1996/06/12	2015/12/31

**Greece**

BMG-Logo (solid triangle)		Bertelsmann Music Group, Inc.											
Registered	128 035	9	16	25	38	41	42	0			1996/07/23	1998/03/17	2016/01/23

**Guatemala**

BMG-Logo (solid triangle)		Bertelsmann Music Group, Inc.											
Renewal pending	86 892	9	0	0	0	0	0	0			1996/07/09	1997/10/15	2007/10/14

**Guatemala**

BMG-Logo (solid triangle)		Bertelsmann Music Group, Inc.											
Renewal pending	88 727	38	0	0	0	0	0	0			1996/07/09	1997/10/15	2007/10/14

**Guatemala**

BMG-Logo (solid triangle)		Bertelsmann Music Group, Inc.											
Renewal pending	088 721	41	0	0	0	0	0	0			1996/07/09	1997/10/15	2007/10/14

BMG trademarks OLD as of 15 Dec. 2009

2009/12/15









Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Israel	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	7104 100	9 0 0 0 0 0 0 0	1996/03/18	1997/09/04	2017/03/18
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Israel	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	104 102	38 0 0 0 0 0 0 0	1996/03/18	1997/08/05	2017/03/18
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Israel	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	104 103	41 0 0 0 0 0 0 0	1996/03/18	1997/08/05	2017/03/18
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Italy	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	746 857	9 16 25 38 41 42 0	1996/02/06	1998/05/14	2016/02/06
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Jamaica	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	29 585	9 0 0 0 0 0 0 0	1996/03/21	1998/02/27	2013/03/21
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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Japan	BMG-logo (solid triangle)	Bertelsmann Music Group LLC		registered	4 063 582	9 0 0 0 0 0 0 0	1996/05/24	1997/10/03	2017/10/03
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Japan	BMG-logo (solid triangle)	Bertelsmann Music Group LLC		registered	4 121 694	41 0 0 0 0 0 0 0	1996/05/02	1998/03/06	2018/03/06
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Japan	BMG-logo (solid triangle)	Bertelsmann Music Group LLC		registered	4155507	16 0 0 0 0 0 0 0	1996/05/02	1998/06/12	2018/06/12
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Japan	BMG-logo (solid triangle)	Bertelsmann Music Group LLC		registered	4341498	41 0 0 0 0 0 0 0	1996/05/02	1999/12/03	2009/12/03
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Korea (South)	BMG-logo (solid triangle)	Bertelsmann Music Group LLC		registered	044 039	35 41 42 0 0 0 0 0	1996/04/19	1998/07/18	2018/07/18
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Korea (South)	BMG-logo (solid triangle)	Bertelsmann Music Group LLC	<input type="checkbox"/>	registered	41499	41	0	0	0	0	0	0	0	0	0	1996/04/19	1998/03/05	2018/03/05
			<input type="checkbox"/>															

Korea (South)	BMG-logo (solid triangle)	Bertelsmann Music Group LLC	<input type="checkbox"/>	registered	384003	9	0	0	0	0	0	0	0	0	0	1996/04/19	1997/11/27	2017/11/27
			<input type="checkbox"/>															

Latvia/Letland	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	M 40 350	9	16	38	41	42	0	0	0	0	0	1996/01/17	1998/04/20	2016/01/17
			<input type="checkbox"/>															

Lebanon	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	68 960	9	16	38	41	42	0	0	0	0	0	1996/05/25	1998/05/25	2011/05/25
			<input type="checkbox"/>															

Lesotho	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	S/M/96/00281	9	38	41	0	0	0	0	0	0	0	1996/07/05	2001/10/24	2016/07/05
			<input type="checkbox"/>															

Country	Trade Mark Name	Trade Mark Owner
	Collision Status	Reg.-No. Classes
	Filed	Registered
		Renewal due

Lithuania/Litauen

<input type="checkbox"/>	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	29835
		9 16 38 41 42 0 0
		1996/01/19 1996/10/15 2016/01/19

Macao

<input type="checkbox"/>	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	N/000 455
		38 0 0 0 0 0 0
		1996/05/06 1996/10/23 2013/05/06

Macao

<input type="checkbox"/>	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	N/000 454
		16 0 0 0 0 0 0
		1996/05/06 1996/10/23 2013/05/06

Macao

<input type="checkbox"/>	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	453
		9 0 0 0 0 0 0
		1996/05/06 1996/10/23 2013/05/06

Malawi

<input type="checkbox"/>	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	115/96
		9 0 0 0 0 0 0
		1996/03/07 1997/07/08 2017/03/07

BMG trademarks OLD as of 15 Dec. 2009

2009/12/15

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Country	Trade Mark Name	Trade Mark Owner	Collation	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Malaysia	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	96007607	9 0 0 0 0 0 0 0 0 0	1996/07/10	2003/10/15	2016/07/10
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Mexico	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.	✓	registered	620 564	42 0 0 0 0 0 0 0 0 0	1996/03/20	1999/08/31	2016/03/20
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Mexico	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.	✓	registered	620 562	41 0 0 0 0 0 0 0 0 0	1996/03/20	1999/08/31	2016/03/20
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Mexico	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.	✓	registered	620 560	38 0 0 0 0 0 0 0 0 0	1996/03/20	1999/08/31	2016/03/20
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Mexico	BMG-Logo (solid triangle)	Bertelsmann Music Group, Inc.	✓	registered	620 557	16 0 0 0 0 0 0 0 0 0	1996/03/20	1999/08/31	2016/03/20
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Mexico	<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	registered	528 577	9 0 0 0 0 0 0	Bertelsmann Music Group, Inc.	1996/03/20	1996/08/26	2016/03/20
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Monaco	<input type="checkbox"/>	BMG-logo (solid triangle)	registered	96.16811	9 16 25 38 41 42 0	Bertelsmann Music Group, Inc.	1996/02/02	1996/04/15	2016/02/02
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Namibia	<input type="checkbox"/>	BMG-logo (solid triangle)	registered	960325	9 0 0 0 0 0 0	Bertelsmann Music Group, Inc.	1996/03/14	2001/06/28	2016/03/14
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Namibia	<input type="checkbox"/>	BMG-logo (solid triangle)	registered	960 328	38 0 0 0 0 0 0	Bertelsmann Music Group, Inc.	1996/03/14	2001/06/28	2016/03/14
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Namibia	<input type="checkbox"/>	BMG-logo (solid triangle)	registered	96/0329	41 0 0 0 0 0 0	Bertelsmann Music Group, Inc.	1996/03/14	2001/06/28	2016/03/14
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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New Zealand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	260 444	41 0 0 0 0 0 0 0	1996/03/28	1998/07/30	2017/03/28
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New Zealand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	260 443	38 0 0 0 0 0 0 0	1996/03/28	1998/07/30	2017/03/28
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New Zealand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	260 441	16 0 0 0 0 0 0 0	1996/03/28	1998/10/28	2017/03/28
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New Zealand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	260 440	9 0 0 0 0 0 0 0	1996/03/28	1998/10/28	2017/03/28
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Nicaragua	BMG-logo (solid triangle)	Bertelsmann Music Group LLC	<input type="checkbox"/>	registered	33 437 C.C.	9 0 0 0 0 0 0 0	1996/07/12	1997/02/17	2017/02/16
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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**Panama**

<input type="checkbox"/>	<b>BMG-logo (solid triangle)</b>	Bertelsmann Music Group, Inc.		registered	081 683	9 0 0 0 0 0 0 0	1996/07/04	1998/01/22	2016/07/04
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**Papua New Guinea**

<input type="checkbox"/>	<b>BMG-logo (solid triangle)</b>	Bertelsmann Music Group, Inc.		registered	A 59481	41 0 0 0 0 0 0 0	1996/05/10	1996/05/10	2016/05/10
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**Papua New Guinea**

<input type="checkbox"/>	<b>BMG-logo (solid triangle)</b>	Bertelsmann Music Group, Inc.		registered	A 59480	38 0 0 0 0 0 0 0	1996/05/10	1996/05/10	2016/05/10
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**Papua New Guinea**

<input type="checkbox"/>	<b>BMG-logo (solid triangle)</b>	Bertelsmann Music Group, Inc.		registered	A 59 478	9 0 0 0 0 0 0 0	1996/05/10	1996/05/10	2016/05/10
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**Paraguay**

<input type="checkbox"/>	<b>BMG-logo (solid triangle)</b>	Bertelsmann Music Group, Inc.		registered	195 010	41 0 0 0 0 0 0 0	1996/03/25	1997/07/10	2017/07/10
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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Paraguay	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	195 009	38	0	0	0	0	0	0	0	0	0	0	0	0	1996/03/25	1997/07/10	2017/07/10
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Paraguay	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	194 614	9	0	0	0	0	0	0	0	0	0	0	0	0	1996/03/25	1997/07/08	2017/07/08
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Peru	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	027 249	9	0	0	0	0	0	0	0	0	0	0	0	0	1996/03/22	1996/07/09	2016/07/09
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Peru	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	027 250	16	0	0	0	0	0	0	0	0	0	0	0	0	1996/03/22	1996/07/09	2016/07/09
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Peru	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	007 626	38	0	0	0	0	0	0	0	0	0	0	0	0	1996/03/22	1996/07/09	2016/07/09
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Philippines	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	4-1996-112817	41 0 0 0 0 0 0 0	1996/08/06	2001/03/01	2021/03/01
			<input type="checkbox"/>	registered	4-1996-112818	42 0 0 0 0 0 0 0	1996/08/06	2001/01/31	2021/01/31

Poland	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	120 165	9 16 25 38 41 42 0	1996/01/23	2000/11/14	2016/01/23
			<input checked="" type="checkbox"/>	registered	315 035 C	9 16 25 38 41 42 0	1996/01/25	1997/12/04	2017/12/04

Portugal	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	27 935	9 16 38 41 42 0 0	1996/01/18	1996/01/18	2016/01/18
			<input checked="" type="checkbox"/>	registered	315 035 C	9 16 25 38 41 42 0	1996/01/25	1997/12/04	2017/12/04

Romania	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	27 935	9 16 38 41 42 0 0	1996/01/18	1996/01/18	2016/01/18
			<input checked="" type="checkbox"/>	registered	315 035 C	9 16 25 38 41 42 0	1996/01/25	1997/12/04	2017/12/04

Country	Trade Mark Name	Trade Mark Owner
Collision	Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

Russia/Russische Föderation

<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	161468
		9 16 38 41 42 0 0
		1996/01/25 1998/02/19 2016/01/25

Saudi Arabia

<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	428/23
		9 0 0 0 0 0 0
		1997/02/24 1998/03/01 2016/07/15

Saudi Arabia

<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	423/81
		38 0 0 0 0 0 0
		1997/02/24 1997/12/28 2016/07/15

Saudi Arabia

<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	423/80
		41 0 0 0 0 0 0
		1997/02/24 1997/12/29 2016/07/15

Serbia

<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.
	registered	41 933
		9 16 38 41 42 0 0
		1996/06/21 1998/11/02 2016/06/21



Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Slovakia/Slovakel (ex-CSFR)																	
<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	184 863		9	16	25	38	41	42	0		1996/01/17	1999/03/15	2016/01/17

Slovenia/Slowenien																	
<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	967 0114		9	16	38	41	42	0	0		1996/01/23	1997/02/13	2016/01/23

South Africa																	
<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	96/03 385		42	0	0	0	0	0	0		1996/03/12	1999/05/03	2016/03/12

South Africa																	
<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	96/03 384		41	0	0	0	0	0	0		1996/03/12	1999/05/03	2016/03/12

South Africa																	
<input type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	96/03 383		38	0	0	0	0	0	0		1996/03/12	1999/04/12	2016/03/12

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Country	Trade Mark Name	Trade Mark Owner
Collision	Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

Spain	<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	2 009 394	Bertelsmann Music Group, Inc.
		registered		
			16   0   0   0   0   0   0	1996/01/30   1997/04/07   2016/01/30

Spain	<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	2 009 393	Bertelsmann Music Group, Inc.
		registered		
			9   0   0   0   0   0   0	1996/01/30   1997/04/07   2016/01/30

Swaziland	<input type="checkbox"/>	BMG-logo (solid triangle)	459/96	Bertelsmann Music Group, Inc.
		registered		
			9   16   25   38   41   42   0	1996/07/02   1998/10/09   2016/07/02

Sweden	<input type="checkbox"/>	BMG-logo (solid triangle)	326868	Bertelsmann Music Group LLC
		registered		
			9   16   25   38   41   42   0	1996/01/15   1998/04/30   2016/04/30

Switzerland	<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	433493	Bertelsmann Music Group, Inc.
		registered		
			9   16   25   38   41   42   0	1996/01/16   1997/01/10   2016/01/16

BMG trademarks OLD as of 15 Dec. 2009



Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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Thailand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input checked="" type="checkbox"/>	registered	Bor5445	42 0 0 0 0 0 0	1996/03/20	1997/06/03	2016/03/19
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Thailand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input checked="" type="checkbox"/>	registered	Bor5580	41 0 0 0 0 0 0	1996/03/20	1997/09/07	2016/03/19
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Thailand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	Bor5347	38 0 0 0 0 0 0	1996/03/20	1997/03/20	2016/03/19
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Thailand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	Kor56348	16 0 0 0 0 0 0	1996/03/20	1996/03/20	2016/03/19
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Thailand	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.	<input type="checkbox"/>	registered	Kor58627	9 0 0 0 0 0 0	1996/03/20	1997/03/20	2016/03/19
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner	Collision	Status	Reg.-No.	Classes	Filed	Registered	Renewal due
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United Arab Emirates

	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	15222	41 0 0 0 0 0 0	1996/09/22	1998/05/12	2016/09/22
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United Arab Emirates

	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	15221	38 0 0 0 0 0 0	1996/09/22	1998/05/12	2016/09/22
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United Arab Emirates

	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	15218	9 0 0 0 0 0 0	1996/09/22	1998/05/12	2016/09/22
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United Kingdom

	BMG-logo (solid triangle)	Bertelsmann Music Group, Inc.		registered	2 050 974	9 16 25 38 41 42 0	1996/01/12	1997/1/28	2016/01/12
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United States of America

<input checked="" type="checkbox"/>	BMG-logo (solid triangle)	Bertelsmann Music Group LLC		renewal pending	1517823	9	1987/10/13	1988/12/27	2009/12/27
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BMG trademarks OLD as of 15 Dec. 2009

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Country	Trade Mark Name	Trade Mark Owner
Collision	Status	Classes
	Reg.-No.	Filed
		Registered
		Renewal due

Zimbabwe	<input type="checkbox"/>	BMG-Logo (solid triangle) registered	B 480/96	Bertelsmann Music Group, Inc.	9	0	0	0	0	0	0	0	0	1996/02/29	1996/10/21	2016/02/28
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BMG trademarks OLD as of 15 Dec. 2009

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**BMG Trademarks OLD - U.S. trademarks - BMG Rights Management GmbH**

Trademark	Country/Territory Official filing number	Priority	Status	Termination of grace period	Period of protection/ Renewal
BMG- logo (solid triangle)	US, 2,730,978		registered		
BMG- logo (solid triangle)	US, 2,292,627		registered		
BMG- logo (solid triangle)	US, 2,261,237		registered		



**Summary Trademark Portfolio, client: BMG Rights Management GmbH (Status: 18.12.2009)**

Trademark	Country/Territory Official filing number	Priority	Status	Examination of prior period	Period of protection/ Renewal
BMG (word mark)	EU, 8 295 297	4/21/2009	publication of application		
BMG RIGHTS MANAGEMENT (word mark)	EU, 8 295 305	4/21/2009	publication of application		
BMG (word & device mark - colour)	EU, 8 295 321	4/21/2009	publication of application		
BMG RIGHTS MANAGEMENT (word & device mark - colour)	EU, 8 295 313	4/21/2009	publication of application		

Trademark	Country/Territory Official filing number	Priority	Status	Termination of grace period	Period of protection/ Renewal
BMG (word mark)	International Registration, Protection in: Austria, Switzerland, Japan, United States	4/21/2009	application pending		
BMG (word mark)	Brazil, 830428828	4/21/2009	application pending		
BMG (word mark)	Brazil, 830428836	4/21/2009	application pending		
BMG (word mark)	Brazil, 830428810	4/21/2009	application pending		
BMG (word mark)	Canada, 1 456 286	4/21/2009	application pending		
BMG (word mark)	Mexico, 1042234	4/21/2009	application pending		



None.

TRADEMARK LICENSES

Schedule B  
to Trademark Security Agreement