

**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
RealNetworks, Inc.		03/31/2010	CORPORATION: WASHINGTON
Listen.com, Inc.		03/31/2010	CORPORATION: CALIFORNIA
RealNetworks Digital Music of California, Inc.		03/31/2010	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Rhapsody International Inc.
Street Address:	2601 Elliott Avenue
Internal Address:	Suite 1000
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2976769	RHAPSODY
Registration Number:	2725763	RHAPSODY
Registration Number:	3214632	RHAPSODY
Registration Number:	2754316	RHAPSODY
Registration Number:	2765175	RHAPSODY

**CORRESPONDENCE DATA**

Fax Number: (510)295-2401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 510-841-9800  
 Email: trademarks@cobaltlaw.com  
 Correspondent Name: Lezlie Jensen Huston  
 Address Line 1: 918 Parker Street, Building A21

CH \$140.00 2976769

Address Line 2: Cobalt LLP  
Address Line 4: Berkeley, CALIFORNIA 94710

ATTORNEY DOCKET NUMBER:	RHAPSODY ASSIGNMENTS
NAME OF SUBMITTER:	Gregory Soltys
Signature:	/Gregory Soltys/
Date:	06/04/2010

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") made and entered into as of **March 31, 2010**, by and among RealNetworks, Inc., a Washington corporation, RealNetworks Digital Music of California, Inc., a California corporation, and Listen.com, Inc., a California corporation (collectively, "Assignor"), and Rhapsody International Inc. (formerly known as Rhapsody America LLC), a Delaware corporation ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

**A.** Assignor, Assignee, RealNetworks Digital Music of California, Inc., Viacom International Inc. and DMS Holdco Inc. are parties that certain Transaction, Contribution and Purchase Agreement dated as of February 9, 2010 (the "Transaction Agreement"). All capitalized terms used in this Trademark Assignment but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in the Transaction Agreement.

**B.** Pursuant to the Transaction Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee agreed to acquire from Assignor, all right, title and interest in and to the trademarks listed on **Exhibit A** hereto, including all rights associated with and the goodwill of such trademarks and the business associated therewith (collectively, the "Marks").

**C.** Assignee desires to acquire all of the Marks.

**NOW THEREFORE**, in consideration of the covenants and mutual agreements set forth in this Trademark Assignment and in the Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably transfers, sells, grants, conveys, assigns and delivers to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest throughout the world in and to (a) the Marks for all of the goods and/or services included in the relevant applications or registrations or in conjunction with which the Marks is used, together with (b) the goodwill of the the Marks and business associated with and symbolized by the Marks, (c) all rights to proceeds, including, without limitation, damages, claims, income, and payments, whether presently existing or hereafter arising, arising out of or related to the Marks, (d) the right of the Assignee to bring actions, claim relief, and claim damages in respect of any infringement or other violation of rights with respect to any of the Marks and (e) any and all common law rights, applications, and registrations for the Marks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, as between Assignee and Assignor, Assignee shall be the exclusive owner of the Marks.

3. Assignor agrees to execute and deliver at the reasonable request of Assignee, without demanding any further consideration, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may reasonably request in order to vest all right, title, and interest in and to the Marks over to Assignee and/or to provide reasonable assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby including evidence to

support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

4. The terms and conditions of this Trademark Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successor, assigns, and other legal representatives.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

**REALNETWORKS, INC.**

By: Robert Kimball

Name: Robert Kimball

Title: President & Acting CEO

**LISTEN.COM, INC.**

By: Robert Kimball

Name: Robert Kimball

Title: President

**REALNETWORKS DIGITAL MUSIC  
OF CALIFORNIA, INC.**

By: Robert Kimball

Name: Robert Kimball

Title: Vice President

**ASSIGNEE:**

**RHAPSODY INTERNATIONAL INC.**

By: Jon M. Irwin

Name: Jon M. Irwin

Title: PRESIDENT

*[Trademark Assignment Signature Page]*

**EXHIBIT A**  
**TRADEMARKS**

Trademark Name	Class	Country	Status	RegDate	Reg No	ExpDate	Owned by
Rhapsody	09	USA	Registered; Dec. of Use due 07/26/2011	07/26/2005	2,976,769	07/26/2015	RealNetworks
Rhapsody	38	USA	Registered; Dec. of Use filed 06/03/2009	06/10/2003	2,725,763	06/10/2013	RealNetworks
Rhapsody	41	USA	Registered; Dec. of Use due 03/06/2013	03/6/2007	3,214,632	03/6/2017	Listen.com, Inc.
Rhapsody	42	USA	Registered; Dec. of Use filed 08/07/2009	08/19/2003	2,754,316	08/19/2013	Listen.com, Inc.
Rhapsody	42	USA	Registered; Dec. of Use filed 08/19/2009	09/16/2003	2,765,175	09/16/2013	Listen.com, Inc
Rhapsody	N/A	Canada	Registered; Use in Canada required by 03/27/2011	03/27/2008	TMA71036 1	03/27/2023	Listen.com, Inc.
Rhapsody	09, 38, 41, 42	EU	Registered	06/30/2004	002608008	03/08/2012	Listen.com, Inc.
Rhapsody	09, 38, 41, 42	Korea	Application Pending			05/13/2010	RealNetworks