

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
Disc Marketing, LLC		12/21/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Imagem Production Music LLC		
Street Address:	c/o SNR Denton US LLP		
Internal Address:	P.O. Box 061080, Wacker Drive Station, Willis Tower		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606-1080		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2800942	5 ALARM MUSIC	
Registration Number:	2833272	RESCUE RECORDS	
Registration Number:	3354116	MUSIC CONCIERGE	
CORRESPONDENCE DATA			
Fax Number:	(816)531-7545		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-460-2400		
Email:	rebecca.stroder@snrdenton.com		
Correspondent Name:	Rebecca Stroder, SNR Denton US LLP		
Address Line 1:	P.O. Box 061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	IMAGEM/FIVE ALARM		

OP \$90.00 2800942

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**TRADEMARK
 REEL: 004439 FRAME: 0232**

NAME OF SUBMITTER:	Rebecca Stroder
Signature:	/Rebecca Stroder/
Date:	12/22/2010
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into on December 21, 2010 and effective as of November 30, 2010 ("Effective Date") by and between Disc Marketing, LLC, a California limited liability company (the "Assignor"), on the one hand, and Imagem Production Music LLC, a Delaware limited liability company (the "Assignee"), on the other hand.

WHEREAS, Assignor is the owner of record for various trademark registrations in the United States Patent and Trademark Office (USPTO), and various other unregistered trademarks, as listed below (collectively the "Trademarks"):

- | | |
|--------------------------|-------------------------|
| 5 ALARM MUSIC | U.S. Reg. No. 2,800,942 |
| RESCUE RECORDS | U.S. Reg. No. 2,833,272 |
| MUSIC CONCIERGE | U.S. Reg. No. 3,354,116 |
| ENGINE CO. 30 | |
| ENGINE CO. 35 | |
| ENGINE CO. 40 | |
| HENNING MUSIC | |
| ENGINE TRAILER | |
| OPM USA | |
| BAL MAIN COVE PUBLISHING | |
| BBX USA | |
| CYPRESS CREEK | |
| STEREOR PUBLISHING | |
| BOOST MUSIC USA | |
| ABACO MUSIC LIBRARY | |
| HENNING MUSIC | |
| ENGINE TRAILER | |
| JW MUSIC LIBRARY | |

WHEREAS, Assignee desires to acquire the Trademarks from Assignor, and Assignor desires to assign, transfer and convey the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the assets, business and goodwill of Assignor connected with the use of and symbolized by the Trademarks, and all marks similar to the Trademarks and used anywhere in the world, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages.
2. **FURTHER ASSURANCES.** Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts that may be reasonably necessary, desirable or convenient for securing and maintaining the Trademarks and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
3. **NO CHALLENGE.** Assignor agrees not to challenge or assist or cooperate with any third party in challenging or in taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in and to the Trademarks or to the validity of Assignee's ownership thereof.
4. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the Effective Date.

DISC MARKETING, LLC

By: 

Name: Tona Clark

Title: Managing Member

IMAGEM PRODUCTION MUSIC LLC

By: _____

Name: Denis Wigman

Title: President

IN WITNESS WHEREOF, each party has executed this agreement by its duly authorized representative on the Effective Date.

DISC MARKETING, LLC

IMAGEM PRODUCTION MUSIC LLC

By: _____

By:  _____

Name: Tena Clark

Name: Denis Wigman

Title: Managing Member

Title: President