

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amplified Music Services, Inc.	FORMERLY Resonance Media Services, Inc.	03/28/2011	CORPORATION: DELAWARE
Tune Up Media, Inc.		03/28/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Gracernote, Inc.
<b>Street Address:</b>	2000 Powell Street, Suite #1500
<b>City:</b>	Emeryville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94608
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77005816	DJ
Serial Number:	77005820	DJ
Registration Number:	3485492	DJMIX
Registration Number:	3493133	DJMOOD
Serial Number:	77209059	DJRADIO
Registration Number:	3524591	DJSCAN
Registration Number:	3459519	MUSIC IP
Registration Number:	3309375	MUSICDNS
Registration Number:	3482520	MUSICIP MIXER
Registration Number:	3059254	MUSICMAGIC
Registration Number:	3468519	MYDJ
Registration Number:	2921004	PREDIXIS
Registration Number:	2722520	PREDIXIS

**TRADEMARK**

**900190206**

**REEL: 004528 FRAME: 0597**

**CH \$340.00 77005816**

**CORRESPONDENCE DATA**

Fax Number: (650)938-5200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650-988-8500  
Email: trademark@fenwick.com  
Correspondent Name: Connie L. Ellerbach, Esq.  
Address Line 1: Fenwick & West LLP  
Address Line 2: 801 California Street  
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	25582-00070-2381
NAME OF SUBMITTER:	Connie L. Ellerbach, Esq.
Signature:	/cle 1087/
Date:	04/25/2011

**Total Attachments: 3**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of March 28, 2011 ("Effective Date") by and among Amplified Music Services, Inc., a Delaware corporation (the "Company"), Tune Up Media, Inc., a Delaware corporation ("TuneUp" and together with Company, "Assignors") and Gracenote Inc., a Delaware corporation, residing at 2000 Powell Street Suite #1500, Emeryville, CA 94608, USA (hereinafter, "Assignee").

WHEREAS, Assignors entered into an Asset Purchase Agreement dated March 28, 2011 (the "Purchase Agreement") with Assignee;

WHEREAS, Assignors are the owner of all right, title, and interest in and to the trademarks listed in Exhibit A ("Marks"), including, but not limited to, the right to recover for past and future infringement throughout the world;

WHEREAS, pursuant to the Purchase Agreement, the parties have agreed, *inter alia*, that Assignee will acquire all right, title and interest in and to the Marks throughout the world; and

WHEREAS, Assignors are willing to assign to Assignee all right, title and interest as Assignors may possess in and to the Marks throughout the world.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, said Assignors make the following assignment and agree as follows:

### Assignment.

- a. Assignors do hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, the entire right, title and interest, anywhere in the world, in and to the Marks, and to any trademarks from which the Marks are derived and including, without limitation, the goodwill associated with the marks, the right to sue for and recover damages for any past, present or future infringement of the Marks, to have and to hold the same, unto Assignee, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignors has this assignment and transfer not been made.
- b. Assignors agree that Assignee shall have the rights to register its rights in the Marks, in its name, in the United States Patent and Trademark Office and in any and all other countries of the world.
- c. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in Assignors' name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This

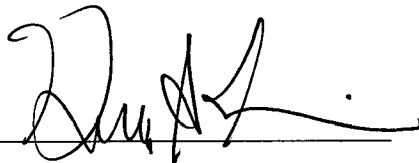
includes, but is not limited to, any rights with respect to the Marks that may have accrued in Assignors' favor from the respective date of first creation of any of the Marks to the Effective Date of this Trademark Assignment, including without limitation, any rights in derivative works thereof to the Effective Date of this Trademark Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

- d. Assignors covenant that they are the sole owner of the Marks and that they have full power to make the present assignment.
- e. Assignee hereby acknowledges that Assignors are not making any representation or warranty with respect to the Marks being conveyed hereby except as specifically set forth in this Trademark Assignment and the Purchase Agreement.

If any provision of this Trademark Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Trademark Assignment shall otherwise remain in full force and effect and enforceable.

**ASSIGNORS:**

**TUNE UP MEDIA, INC.**

By: 

Name: GARY ADIV

Title: CEO

**ASSIGNEE:**

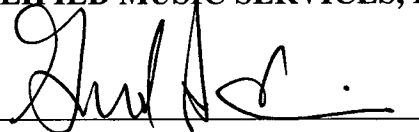
**GRACENOTE, INC.**

By: 

Name: Jim Doehman

Title: SVP and CFO

**AMPLIFIED MUSIC SERVICES, INC.:**

By: 

Name: GARY ADIV

Title: CEO

**EXHIBIT A**

**Trademarks**

<b>Name</b>	<b>Jurisdiction</b>	<b>Number</b>	<b>Date</b>	<b>Status</b>
"Design (DJ)"	US	77/005816	09/22/2006	Pending
"Design (DJ)"	US	77/00/5820	09/22/2006	Allowed
"DJMIX"	US	3485492	08/12/2008	Registered
"DJMOOD"	US	3493133	08/26/2008	Registered
"DJRADIO"	US	77/209059	07/18/2007	Published
"DJSCAN"	US	3524591	10/28/2008	Registered
"LET YOUR MUSIC PLAY"	EC	00463577	12/13/2006	Registered
"MUSIC IP"	India	1475884	08/03/2006	Pending
"MUSIC IP"	US	3459519	07/01/2008	Registered
"MUSIC IP YOU ARE. HEAR. And Design"	Korea	2006-0002123	06/13/2006	Pending
"MUDICDNS"	US	3309375	10/09/2007	Registered
"MUSICIP MIXER"	US	3482520	08/05/2008	Registered
"MUSICMAGIC"	US	3059254	02/14/2006	Registered
"MYDJ"	US	3468519	07/15/2008	Registered
"PREDIXIS"	US	2921004	01/25/2005	Registered
"PREDIXIS"	US	2722520	06/03/2003	Registered

