

# 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           |
|------------------------|----------|----------------|-----------------------|
| Caroline Records, Inc. |          | 08/15/2011     | CORPORATION: NEW YORK |

## RECEIVING PARTY DATA

|                 |                                     |
|-----------------|-------------------------------------|
| Name:           | Capitol Records, LLC                |
| Street Address: | 150 5th Avenue, 11th Floor          |
| City:           | New York                            |
| State/Country:  | NEW YORK                            |
| Postal Code:    | 10011                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

## PROPERTY NUMBERS Total: 7

| Property Type        | Number  | Word Mark             |
|----------------------|---------|-----------------------|
| Registration Number: | 2102742 | ASTRALWERKS           |
| Registration Number: | 2838676 | ASTRALWERKS           |
| Registration Number: | 2893235 | A                     |
| Registration Number: | 3650845 | CAROLINE DISTRIBUTION |
| Registration Number: | 2060914 | CAROLINE RECORDS      |
| Registration Number: | 2060992 | GYROSCOPE             |
| Registration Number: | 2064838 | SCAMP                 |

## CORRESPONDENCE DATA

Fax Number: (212)813-5901

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: LAWRENCE E. APOLZON

Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.

Address Line 2: 866 UNITED NATIONS PLAZA

900201144

TRADEMARK  
REEL: 004614 FRAME: 0926

CH \$190.00 2102742

|  |                     |
|--|---------------------|
| Address Line 4: NEW YORK, NEW YORK 10017   |                     |
| ATTORNEY DOCKET NUMBER:  | CPO 1107686         |
| NAME OF SUBMITTER:   | Lawrence E. Apolzon |
| Signature:   | /anca nicolescu/    |
| Date:  | 08/31/2011          |
| <b>Total Attachments: 3</b><br>source=Executed assignment Caroline Records to Capitol Records (F0851847)#page1.tif<br>source=Executed assignment Caroline Records to Capitol Records (F0851847)#page2.tif<br>source=Executed assignment Caroline Records to Capitol Records (F0851847)#page3.tif |                     |

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into and effective this 15<sup>th</sup> day of August, 2011 ("Effective Date"), by and between Caroline Records, Inc., a New York corporation (the "Assignor"), on the one hand, and Capitol Records, LLC, a Delaware limited liability company (the "Assignee"), on the other hand.

**WHEREAS**, Assignor desires to assign and Assignee desires to receive assignment of all right, title, and interest in and to the following works: all works of authorship, textual materials, software code, audio-visual works, musical works, sound recordings, pictorial or graphic works, trademark and service mark rights (including all goodwill associated therewith), and trade name rights (including all goodwill associated therewith), including, without limitation, the copyright registrations and trademark registrations and applications listed in Exhibit A hereto (the "Works").

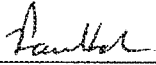
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all the interest of Assignor, if any, throughout the world in the Works, including all goodwill associated therewith. The rights assigned include, but are not limited to, any rights under the United States or foreign copyright laws; any rights under the United States or foreign trademark laws; any rights under any reproduction, performance, display, distribution, renewal or other intellectual property rights; any right to modify, distort, or alter the Works; and any so-called moral rights. To the extent moral rights may not be assigned, Assignor hereby waives the benefit or protection of same. The rights assigned also include any right to sue for infringement (past, present, or future) and to recover damages therefor, free of any claims of others, including Assignor. Assignor further grants to Assignee any rights it has to publish, reproduce, distribute, modify, publicly perform, publicly display, register claims to copyright in the Works, to register trademarks related to the Works, or cause the Works to be published, reproduced, distributed, modified, publicly displayed, publicly performed, and registered, in any and all countries of the world, in any form or media, including commercial use. As used herein, the right to "register" claims to copyright in the Works includes the right to register a claim to copyright with the United States Copyright Office and corresponding offices in all other countries of the world, and the right to "register" trademarks in the Works includes the right to register any trademarks or service marks included as Works with the United States Patent and Trademark Office and corresponding offices in all other countries of the world.
2. **AUTHORITY** Assignor authorizes Assignee to record this assignment in the United States Copyright Office, the United States Patent and Trademark Office, and in similar government offices throughout the world. Assignor agrees to sign such other or further documents as Assignee may require in order to perfect Assignee's sole and absolute right and title in and to the Works, including all intellectual property rights therein and thereto.
3. **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 Works and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. **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 Works or to the validity of Assignee's copyright therein.
5. **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.

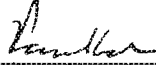
[SIGNATURES ON FOLLOWING PAGE]

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

Caroline Records, Inc.

By:   
Name: Paul Kahn  
Title: Vice President

Capitol Records, LLC

By:   
Name: Paul Kahn  
Title: Vice President

21472164

Exhibit A

Caroline Records, Inc. Trademarks

| <u>Trademark</u>      | <u>Registration No.</u> | <u>Date</u>      | <u>Class(es)</u> |
|-----------------------|-------------------------|------------------|------------------|
| Astralwerks           | 2102742                 | October 7, 1997  | 9                |
| Astralwerks           | 2838676                 | May 4, 2004      | 9, 38, 41        |
| Astralwerks Logo      | 2893235                 | October 12, 2004 | 9, 38, 41        |
| Caroline Distribution | 3650845                 | July 7, 2009     | 35, 38, 41, 42   |
| Caroline Records      | 2060914                 | May 13, 1997     | 9                |
| Gyroscope             | 2060992                 | May 13, 1997     | 9                |
| Scamp                 | 2064838                 | May 27, 1997     | 9                |