

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
EMI (IP) Limited		01/18/2012	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	EMI Music Publishing Limited
Street Address:	27 Wrights Lane
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W8 5SW
Entity Type:	England and Wales company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3866220	LYRIC

CORRESPONDENCE DATA

Fax Number: (212)813-5901
 Phone: 212-813-5900
 Email: assignments@fzlz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: LAWRENCE E. APOLZON
 Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
 Address Line 2: 866 UNITED NATIONS PLAZA
 Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	EMIM 0609674
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DOMESTIC REPRESENTATIVE

Name:

CH \$40.00 3866220

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Lawrence E. Apolzon

Signature:

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Date:

02/21/2012

Total Attachments: 6

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EMI (IP) LIMITED
AND
EMI MUSIC PUBLISHING LIMITED

TRADE MARK DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 16 JANUARY

2012

BETWEEN:

- (1) **EMI (IP) LIMITED**, a company incorporated in England and Wales (registered no. 03984464), whose registered office is at 27 Wrights Lane, London, W8 5SW (the "Assignor"); and
- (2) **EMI MUSIC PUBLISHING LIMITED**, a company incorporated in England and Wales (registered no. 00594758), whose registered office is at 27 Wrights Lane, London, W8 5SW (the "Assignee").

THE PARTIES AGREE as follows:

1. DEFINITIONS

1.1 In this Deed of Assignment:

"Registered Trade Marks" means the trade mark registrations listed in part A of the schedule to this Deed of Assignment; and

"Trade Mark Applications" means the trade mark applications listed in part B of the schedule to this Deed of Assignment (and the benefit of any trade mark registration granted pursuant thereto).

2. ASSIGNMENT

2.1 The Assignor hereby assigns and transfers to the Assignee all of its interest in:

2.1.1 the:

- (a) Registered Trade Marks (in respect of all the goods or services for which the Registered Trade Marks are registered); and
- (b) Trade Mark Applications (in respect of all the goods or services for which registration is sought);

and (in each case) all legal rights and immunities (howsoever derived) attaching thereto;

2.1.2 the right to sue for and to recover damages and other remedies in respect of any infringement of the Registered Trade Marks or the Trade Mark Applications which may have occurred before the date of this Deed of Assignment; and

2.1.3 the goodwill attaching to the Registered Trade Marks and the Trade Mark Applications.

3. FURTHER ASSURANCE

The Assignor shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act,

document and thing reasonably within its power to implement this Deed of Assignment.

4. ASSISTANCE WITH APPLICATIONS

The Assignor shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request to complete the registration of trade marks pursuant to the Trade Mark Applications.

5. GOVERNING LAW AND JURISDICTION

5.1 This Deed of Assignment is governed by English law.

5.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement.

6. COUNTERPARTS

This Deed of Assignment may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

**SCHEDULE 1
THE REGISTERED TRADE MARKS AND TRADE MARK APPLICATIONS**

Part A - Registered Trade Marks

Trade Mark	Country	Registration Number	Registration Date	Classes	Status
Lyric (stylised)	Australia	1134292	20 June 2007	9, 16, 18, 20, 21, 24, 25, 28, 30	Registered
JUICE	CTM	4368353	12 June 2006	9, 38, 41, 42	Registered
JUICE	CTM	534750	7 January 1999	9, 41	Registered
KPM	CTM	4606927	20 March 2007	9, 16, 35, 38, 41, 42	Registered
KPMMUSICHOUSE (word and device)	CTM	4596681	15 March 2007	9, 16, 35, 38, 41, 42	Registered
Lyric (stylised)	CTM	5296512	17 October 2007	9, 16, 18, 20, 21, 24, 25, 28, 30	Registered
MUSICHOUSE (and device)	CTM	3371259	25 April 2005	9, 38, 41, 42	Registered
Lyric (stylised)	New Zealand	754903	3 April 2008	9, 16, 18, 20, 21, 24, 25, 28, 30	Registered
LYRIC	Norway	1000624	31 March 2009	16, 25, 28	Registered
LYRIC	United Kingdom	2394427	16 June 2005	16, 25, 28, 30	Registered
LYRIC VISION	United Kingdom	2388679	6 April 2005	25	Registered
Lyric (stylised)	United States	3866220	26 October 2010	9, 16, 18, 20, 21, 24, 28, 30	Registered

LYRIC	WIPO	1000624	31 March 2009	16, 25, 28	Registered
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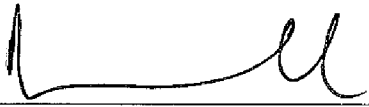
Part B - Trade Mark Applications

Trade Mark	Application Number	Class(es)	Country of registration
Lyric (stylised)	1315396	9, 16, 18, 20, 21, 24, 25, 28, 30	Canada


EXECUTED by the parties as a deed

Executed as a deed by)

EMI (IP) Limited)

 Signature of director


DAVID KASSLER Name of director

 Signature of ~~director~~ secretary/witness

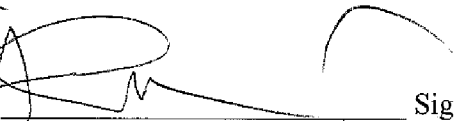
AMY GIBSON Name of ~~director~~ secretary/witness

Executed as a deed by)

EMI MUSIC PUBLISHING)
LIMITED)

 Signature of director

CLAUDIA PALMER Name of director

 Signature of director/ secretary/witness

ANTONY BEBANI Name of director/ secretary/witness