

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
Napster, LLC		11/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Rhapsody International Inc.
Street Address:	1420 Fifth Avenue, Suite 1500
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3096034	
Registration Number:	3050829	
Registration Number:	3055516	
Registration Number:	2840641	
Registration Number:	2841432	
Registration Number:	3080144	NAPSTER
Registration Number:	3054773	NAPSTER
Registration Number:	3055515	NAPSTER
Registration Number:	3096626	NAPSTER TO GO
Registration Number:	3309551	NAPSTERLINKS

CORRESPONDENCE DATA

Fax Number: (415)576-0300

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

OP \$265.00 3096034

via US Mail.

Email: mmchugh@kilpatricktownsend.com,jgreenacre@kilpatricktownsend.com

Correspondent Name: Margaret C. McHugh

Address Line 1: Two Embarcadero Center, 8th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	94033-827040
NAME OF SUBMITTER:	Margaret C. McHugh
Signature:	/Margaret C. McHugh/
Date:	04/09/2012

Total Attachments: 7

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TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark, Trade Name and Domain Name Assignment Agreement (this "*Assignment*"), dated as of November 30, 2011, is made and entered into by and between Napster, Inc., a Delaware corporation ("*Napster Parent*"), Napster, LLC, a Delaware limited liability company (together with Napster Parent, the "*Assignor*"), and Rhapsody International Inc., a Delaware corporation ("*Assignee*"), pursuant to that certain Asset Purchase Agreement, dated October 3, 2011 (the "*Purchase Agreement*"), by and between Assignor, Assignee and Best Buy Co., Inc., a Minnesota corporation. Assignor and Assignee agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Assignment or in the Purchase Agreement, the following terms will have the following specified meanings:

"*Domain Name*" or "*Domain Names*" means the domain names listed on the attached *Schedule 1*.

"*Trademarks*" means the trademarks listed on the attached *Schedule 1*.

"*Trade Names*" means the trade names listed on the attached *Schedule 1*.

2. Trademark and Trade Name Assignment. Effective at the Closing, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of its right, title and interest in and to the Trademarks and Trade Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, together with any and all goodwill associated with the Trademarks or Trade Names.

3. Domain Name Assignment. Effective at the Closing, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of its right, title and interest in and to the registrations of the Domain Names, together with any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to the Domain Names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with the Domain Names.

4. Registrar Procedures. Assignor will take the steps required by the current procedures promulgated by the registrars listed in *Schedule 1*, or any other registrar/s that might be or become responsible for the transfer of the registrations of the Domain Names, to transfer the registrations of the Domain Names to Assignee, by completing the required forms and any other required actions to effect the transfer of the registrations of the Domain Names to Assignee. At and after the date hereof, Assignor will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of the Domain Names upon Assignee's reasonable request.

5. Additional Actions. At any time after the date of this Assignment, at Assignee's request and expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

6. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7. **Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached *Schedule 1* constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names and Domain Names. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

ASSIGNOR:

Napster, Inc.

Napster, LLC

By: Napster, Inc., its Managing Member

By: Christopher W. Allen
Name: Christopher W. Allen
Title: General Manager - Napster

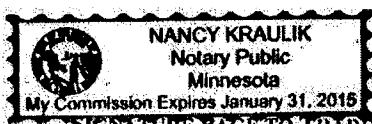
By: Christopher W. Allen
Name: Christopher W. Allen
Title: General Manager - Napster

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On 11/30/2011, before me,
Nancy Kraulik,
Notary Public in and for said State, personally
appeared Christopher W. Allen,
personally known to me (or proved to me on
the basis of satisfactory evidence) to be the
person whose name is subscribed to the within
instrument and acknowledged to me that
he/she executed the same in his/her authorized
capacity, and that by his/her signature on the
instrument the person, or the entity upon
behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature
Nancy Kraulik
(Seal)



STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On 11/30/2011, before me,
Nancy Kraulik,
Notary Public in and for said State,
personally appeared
Christopher W. Allen, personally
known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose
name is subscribed to the within instrument
and acknowledged to me that he/she
executed the same in his/her authorized
capacity, and that by his/her signature on the
instrument the person, or the entity upon
behalf of which the person acted, executed
the instrument.

WITNESS my hand and official seal.

Signature
Nancy Kraulik
(Seal)



SIGNATURE PAGE TO TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

ASSIGNEE:

Rhapsody International Inc.

By: [Signature]
Name: Jon M. Irwin
Title: PRESIDENT

LEGAL DEPARTMENT
APPROVED

NOV 30 2011

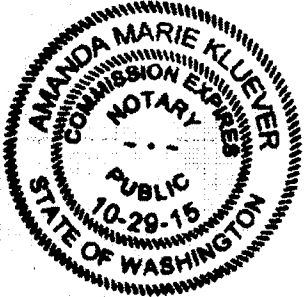
BY [Signature]
RHAPSODY INTERNATIONAL INC.

STATE OF Washington)
) ss.
COUNTY OF King)

On November 29, 2011, before me,
Amanda Marie Kluever Notary Public
in and for said State, personally appeared
Jon M. Irwin, personally known to me
(or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and
that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
(Seal)

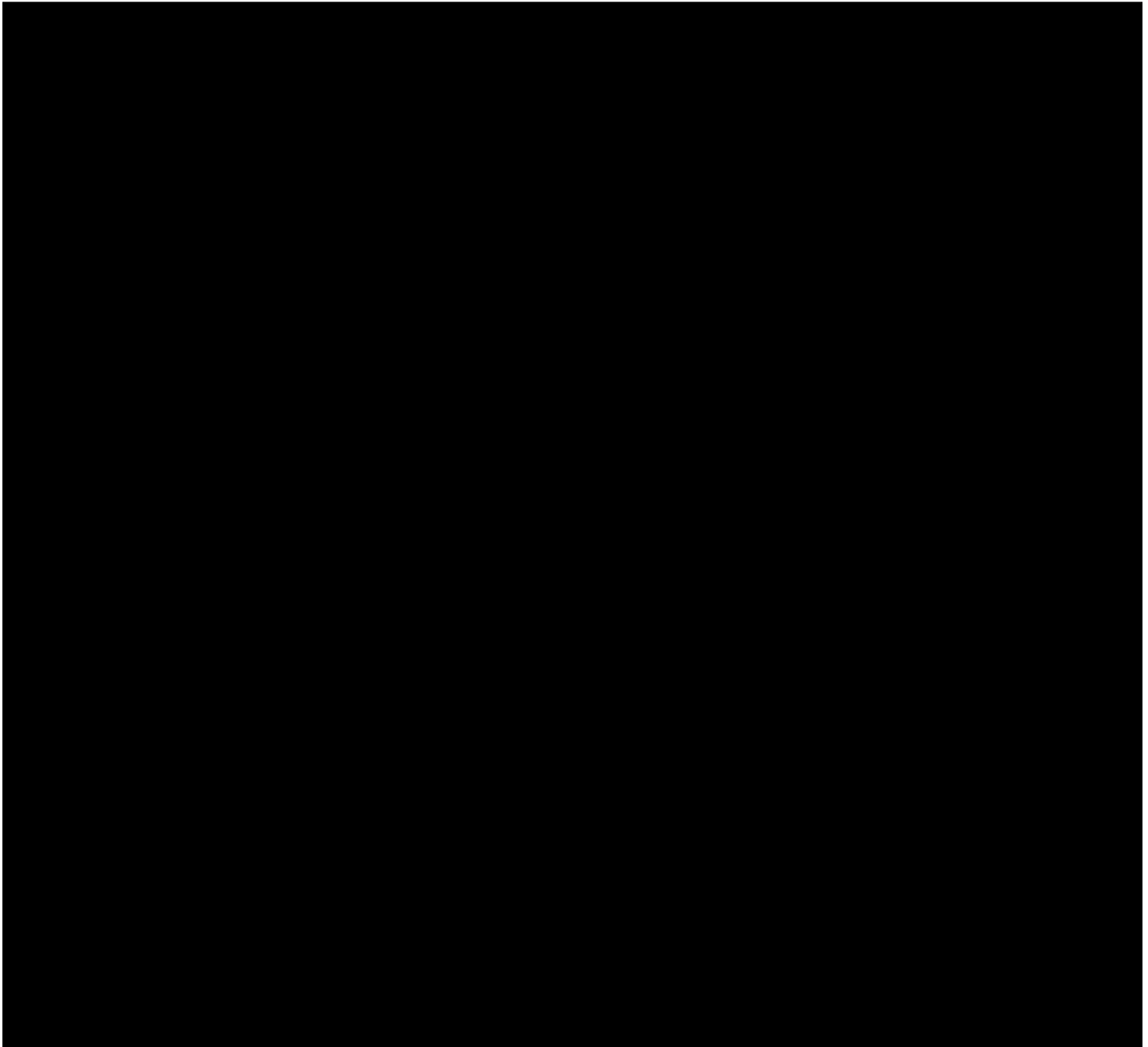


SCHEDULE 1

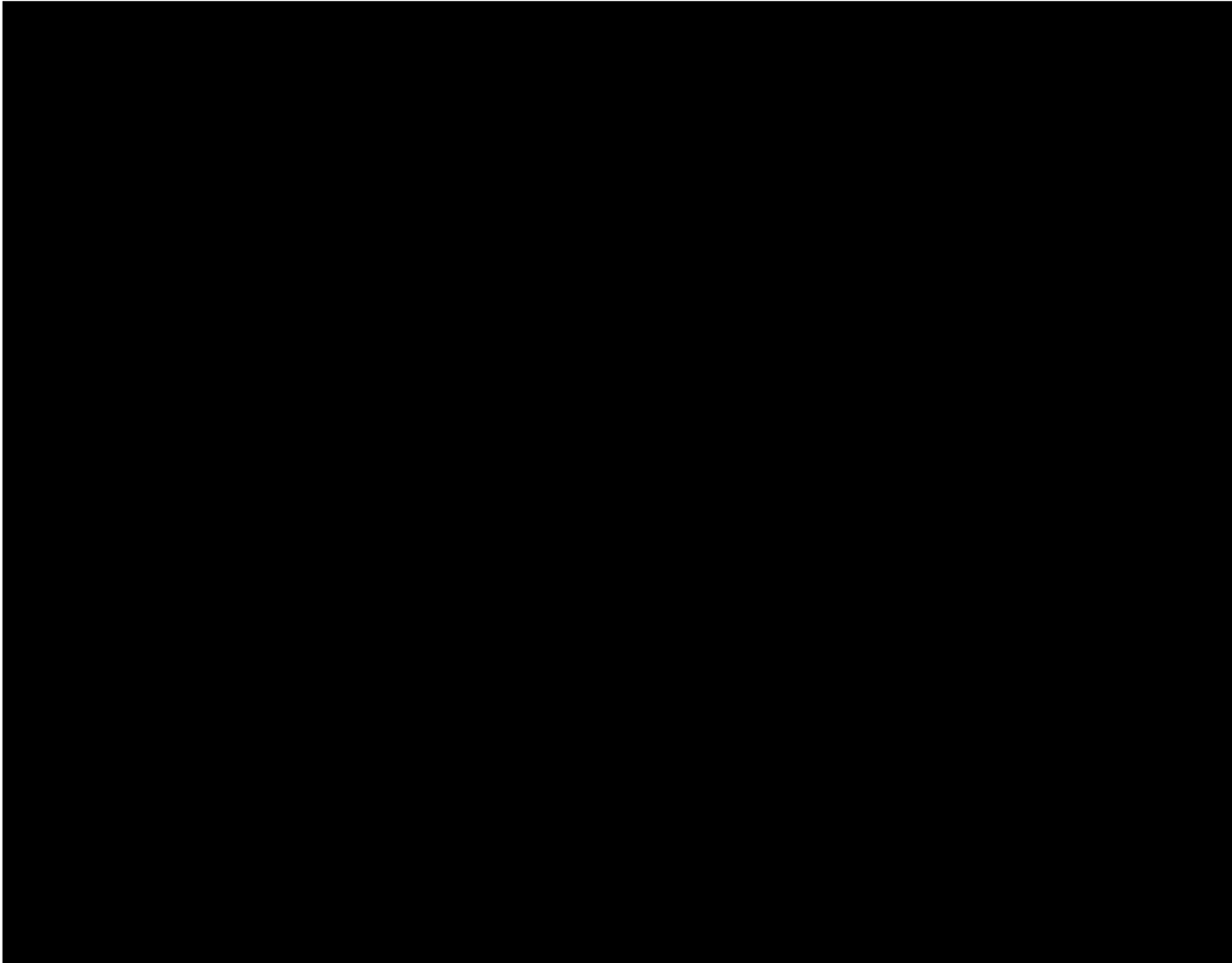
TRADEMARKS, TRADE NAMES, AND DOMAIN NAMES

Trademark Registrations

Our Ref.	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
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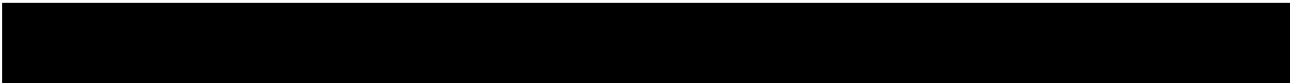


Our Ref.	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
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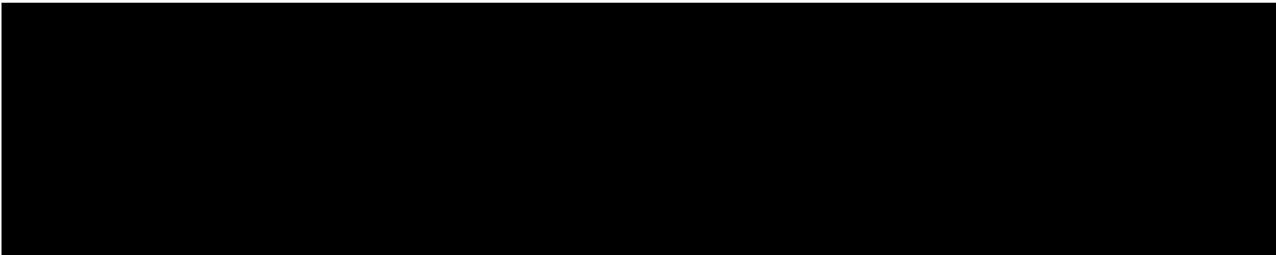


10-42962	United States	Misc. Design (Cat's Head)	76540146	8/13/2003	3096034	5/23/2006
10-42969	United States	Misc. Design (Cat's Head)	78561232	2/4/2005	3050829	1/24/2006
10-42971	United States	Misc. Design (Cat's Head)	78686107	8/4/2005	3055516	1/31/2006

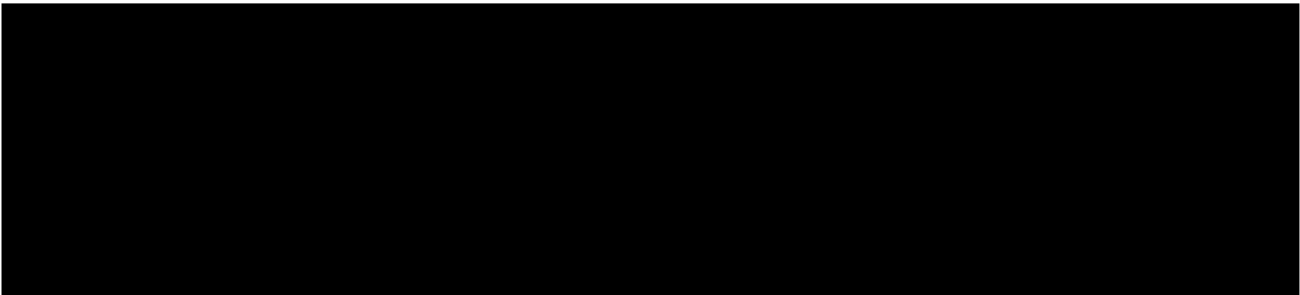
Our Ref.	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
10-42955	United States	Misc. Design (Cat's Head)	76137086	9/27/2000	2840641	5/11/2004
10-42959	United States	Misc. Design (Cat's Head)	78039025	12/12/2000	2841432	5/11/2004



10-42961	United States	NAPSTER	76540142	8/13/2003	3080144	4/11/2006
10-42968	United States	NAPSTER	78561228	2/4/2005	3054773	1/31/2006
10-42970	United States	NAPSTER	78686105	8/4/2005	3055515	1/31/2006



10-42967	United States	NAPSTER TO GO	78445708	7/2/2004	3096626	5/23/2006
10-42972	United States	NAPSTERLINKS	78833373	3/9/2006	3309551	10/9/2007



Our Ref.	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
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SCHEDULE 1 TO TRADEMARK, TRADE NAME AND DOMAIN NAME ASSIGNMENT
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