

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	CORPORATION: 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: 6			
Property Type	Number	Word Mark	
Serial Number:	78414770	NAPSTER LIGHT	
Serial Number:	78431602	NAPSTER MOBILE	
Registration Number:	2575170	NAPSTER	
Registration Number:	2843786	NAPSTER	
Registration Number:	2841431	NAPSTER	
Registration Number:	2843405	NAPSTER	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mmchugh@kilpatricktownsend.com		
Correspondent Name:	Margaret C. McHugh		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		

OP \$165.00 78414770

ATTORNEY DOCKET NUMBER:	94033-827040
NAME OF SUBMITTER:	Margaret C. McHugh
Signature:	/Margaret C. McHugh/
Date:	05/17/2012
Total Attachments: 7 source=Trademark Agreement executed Redacted_Redacted#page1.tif source=Trademark Agreement executed Redacted_Redacted#page2.tif source=Trademark Agreement executed Redacted_Redacted#page3.tif source=Trademark Agreement executed Redacted_Redacted#page4.tif source=Trademark Agreement executed Redacted_Redacted#page5.tif source=Trademark Agreement executed Redacted_Redacted#page6.tif source=Trademark Agreement executed Redacted_Redacted#page7.tif	

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.

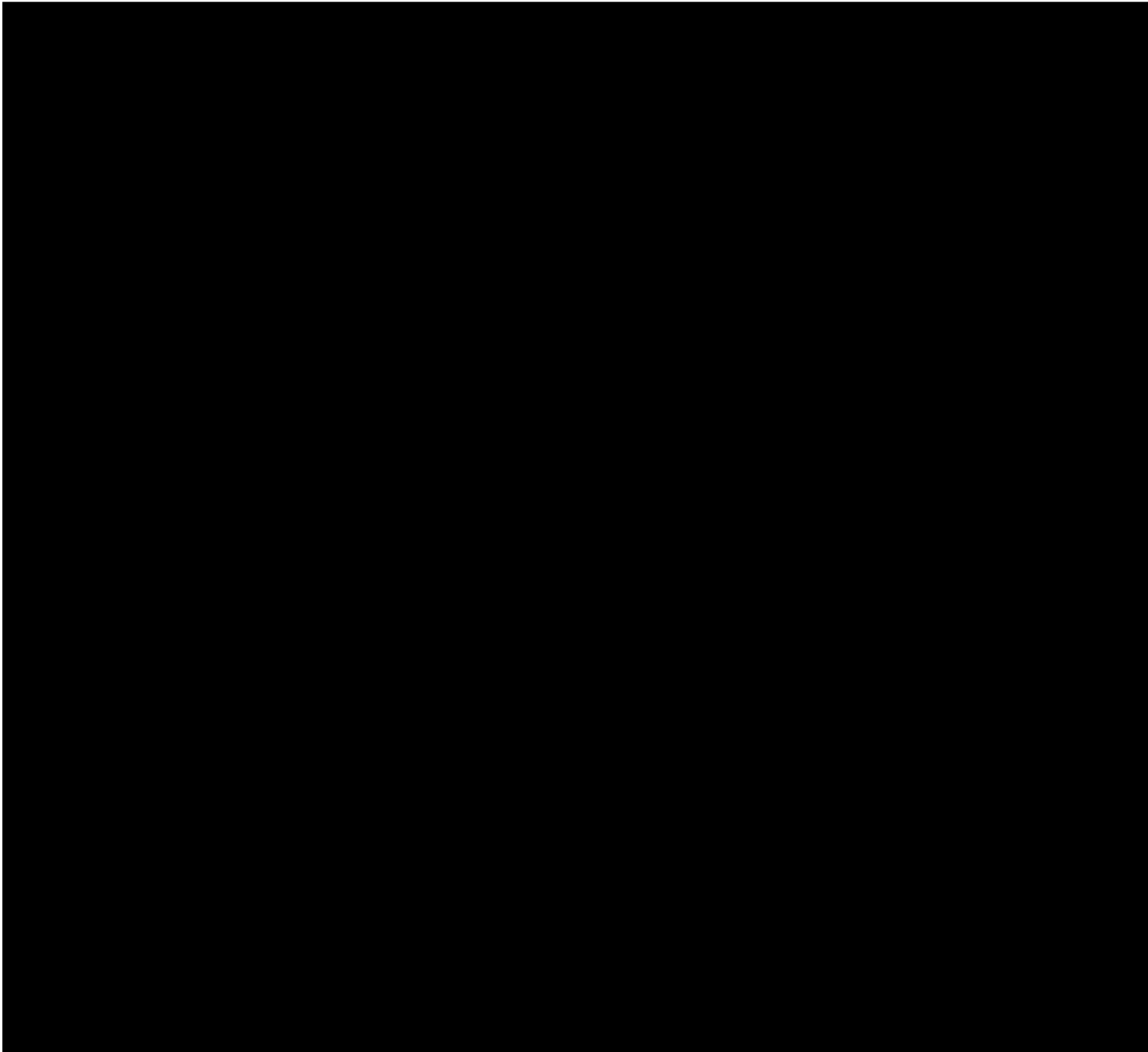
7. **Entire Agreement.** This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached *Schedule 1* constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks, Trade Names 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.

SCHEDULE 1

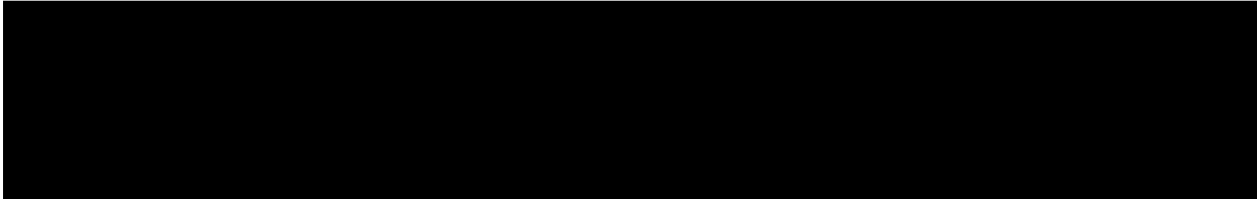
TRADEMARKS, TRADE NAMES, AND DOMAIN NAMES

Trademark Registrations

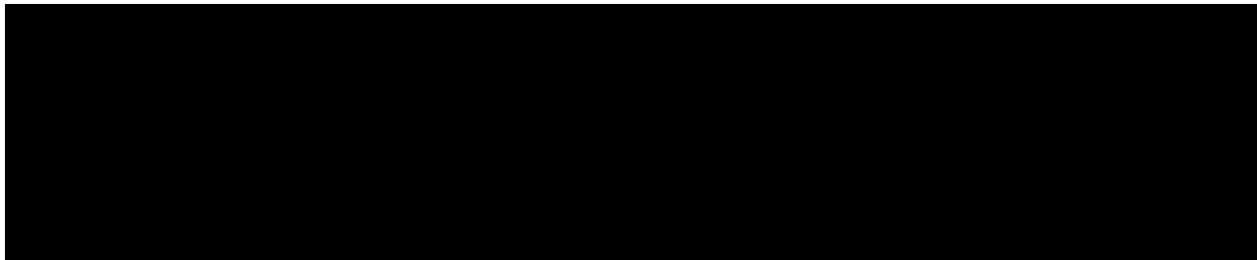
Our Ref.	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
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Our Ref.	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
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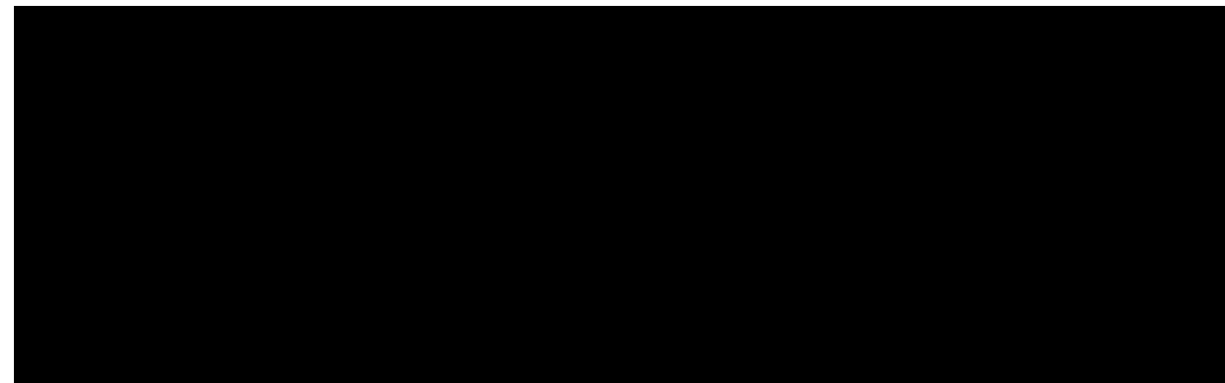
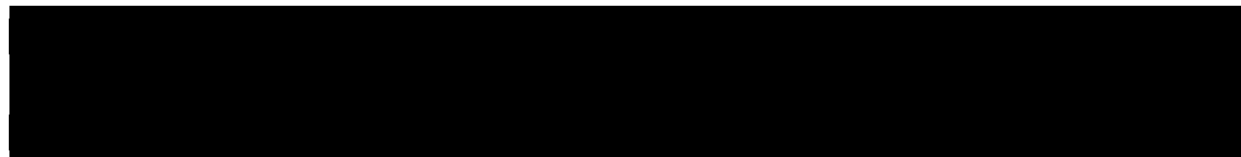
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10-42953	United States	NAPSTER	75981245	6/28/2000	2575170	6/4/2002
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10-42958	United States	NAPSTER	78039019	12/12/2000	2841431	5/11/2004
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10-42954	United States	NAPSTER	78014821	6/28/2000	2843786	5/18/2004
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	TM Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
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10-42965 United States **NAPSTER LIGHT**78414770 5/7/2004

10-42966 United States **NAPSTER** 78431602 6/8/2004
MOBILE

