

FORM PTO-1618A
Expires 06/30/99
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02-10-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002019 FRAME: 0179

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

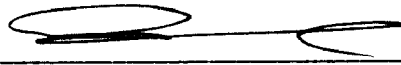
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert M. Skomer, President



1/12/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (the "Assignment") is issued pursuant to the terms of that certain Reorganization Agreement, dated the date hereof, by and among Network, Assignee, ABRY Broadcast Partners, III, L.P., NMI Holdings, LLC, NMI Holdings, Inc., Robert M. Skomer, Thomas D. Di Noto, and Thomas D. Di Noto, as Trustee of the Thomas Di Noto Family Trust w/d/t November 11, 1993, as amended (the "Agreement"), and this Assignment shall not be construed to expand, defeat, impair or limit the rights or remedies of the parties under the Agreement.

Network Music, Inc., a California corporation formerly known as "Network Production Music Library, Inc." and "Network Production Music, Inc." ("Network"), for valuable consideration, does hereby sell, transfer, assign and convey to Network Music, LLC, a Delaware limited liability company ("Assignee"), all of Network's rights, title and interest in and to the trademarks and service marks set forth on Schedule I attached hereto (the "Marks") and incorporated by reference herein, and the registrations thereof, together with the goodwill of the business symbolized thereby, throughout the world, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries. The rights assigned hereby include all income, royalties, damages or payments due or payable as of the date hereof, including, without limitation, all rights to seek injunctive relief and sue for damages for past, future and existing infringements or other unauthorized use of the Marks.

Network shall provide, or shall cause its successor-in-interest to provide, Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits or other documentation as may be reasonably required): (i) in the preparation of any application for registration or any application for renewal of a registration covering any of the Marks; (ii) in the prosecution or defense of any oppositions, infringement or other proceedings that may arise in connection with any of the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in

the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

Dated: July 10, 1998

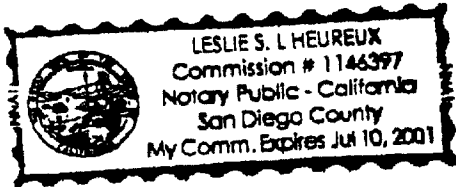
Network Music, Inc.

By [Signature]

An Authorized Signatory

Sworn to before me this 10th day of July, 1998

Leslie S. Heureux
Notary Public



SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

1. Mark: NETWORK
Registration No.: 2,098,885 U.S. Patent and Trademark Office
Registration Date: September 23, 1997
Registered By: Network Music, Inc.
Currently Registered to: Network Music, Inc.
Expiration Date: September 23, 2007
2. Mark: NETWORK
Registration No.: 1,267,749 U.S. Patent and Trademark Office
Registration Date: February 21, 1984
Registered By: Network Production Music Library, Inc.
Currently Registered to: Network Music, Inc. as of March 1990
Expiration Date: February 21, 2004
3. Mark: NETWORK (stylized)
Registration No.: 1,296,973, U.S. Patent and Trademark Office
Registration Date: September 18, 1984
Registered By: Network Production Music Library, Inc.
Currently Registered to: Network Music, Inc. as of April 1990
Expiration Date: September 18, 2004
4. Mark: SHOCKWAVE
Registration No.: 1,901,566, U.S. Patent and Trademark Office
Registration Date: June 27, 1995
Registered By: Network Music, Inc.
Currently Registered to: Network Music, Inc.
Expiration Date: June 27, 2005
5. Mark: SHORT TRAX (stylized)
Pending App. Serial No.: 75/268920, U.S. Patent and Trademark Office
Application Filing Date: April 3, 1997
Application Filed By: Network Music, Inc.

6. Mark: WHISPERDISC
Registration No.: 1,249,731, U.S. Patent and Trademark Office
Registration Date: August 30, 1983
Registered By: Network Production Music Library
Currently Registered to: Network Music, Inc. as of July 1990
Expiration Date: August 30, 2003