

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
Trustees of the Family Trust under the Will of Richard Rodgers aka The Richard Rodgers Family Trust		05/22/2009	TRUST: NEW YORK
Hammerstein Properties, LLC		05/22/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Imagem, C.V.
Street Address:	Marathon 11
Internal Address:	1213 PG
City:	Hilversum
State/Country:	NETHERLANDS
Entity Type:	LIMITED PARTNERSHIP: NETHERLANDS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3477112	ACCOMPANEASE
Registration Number:	1612889	CAROUSEL
Registration Number:	3390621	G2K
Registration Number:	3122377	G2K GETTING TO KNOW...
Registration Number:	3122378	G2K GETTING TO KNOW...
Registration Number:	1884962	HAPPY TALK
Registration Number:	3303257	INSTRUMENTALEASE
Registration Number:	1316063	RODGERS & HAMMERSTEIN
Registration Number:	1331321	RODGERS & HAMMERSTEIN
Registration Number:	1347361	RODGERS & HAMMERSTEIN
Registration Number:	1736241	RODGERS AND HAMMERSTEIN RH

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Registration Number:	1744458	RODGERS AND HAMMERSTEIN RH
Registration Number:	1891058	RODGERS AND HAMMERSTEIN RH
Registration Number:	1856829	RODGERS AND HAMMERSTEIN RH
Registration Number:	1724322	SOME ENCHANTED EVENING
Registration Number:	1371381	THE KING AND I
Registration Number:	2505080	THE KING AND I
Registration Number:	1735005	THE KING AND I
Registration Number:	1732991	THE SOUND OF MUSIC
Registration Number:	1738432	THE SOUND OF MUSIC
Registration Number:	1414921	SOUTH PACIFIC
Registration Number:	1715564	WILLIAMSON MUSIC A RODGERS AND HAMMERSTEIN COMPANY

CORRESPONDENCE DATA

Fax Number: (310)282-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-282-2000 x2108
Email: krogers@loeb.com
Correspondent Name: David W. Grace
Address Line 1: 10100 Santa Monica Boulevard
Address Line 2: c/o Loeb & Loeb LLP, Suite 2200
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 213409-10002

DOMESTIC REPRESENTATIVE

Name: David W. Grace c/o Loeb & Loeb LLP
Address Line 1: 10100 Santa Monica Boulevard
Address Line 2: Suite 2200
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: David W. Grace

Signature: /David W. Grace/

Date: 06/09/2009

Total Attachments: 12

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ASSIGNMENT

This assignment ("Assignment") is effective this ~~22nd~~ day of May 2009 by and between Family Trust under the Will of Richard Rodgers a/k/a The Richard Rodgers Family Trust, a Trust organized under the laws of the State of New York, c/o Katten Muchin Rosenman, LLP, 575 Madison Avenue, New York, New York 10022-2585, Attention: Joshua S. Rubenstein, Esq., and its Trustees (collectively, the "Rodgers Assignor"), and Hammerstein Properties, LLC, a Delaware limited liability company, c/o Davis Wright Tremaine LLP, 1633 Broadway, 27th Floor, New York, New York 10019-6708, Attention: R. Andrew Boose, Esq. (the "Hammerstein Assignor" and together with the Rodgers Assignor, "Assignors") on the one hand, and Imagem, C.V., a limited partnership (commanditaire vennootschap) organized under the laws of the Netherlands, with a place of business at Marathon 11, 1213 PG Hilversum, The Netherlands, on the other hand ("Assignee").

WHEREAS, the Hammerstein Assignor succeeded to all rights, title and interest of the Estate of Oscar Hammerstein II (the "Estate") in and to the Marks (as defined herein); and

WHEREAS, the Rodgers Assignor succeeded to all rights, title, and interest of (i) The Rodgers Family Partnership, (ii) Rodgers Family LLC and (iii) The Family Trust under the Will of Dorothy F. Rodgers, (individually and collectively, "Rodgers Parties") in and to the Marks (as defined herein).

NOW, THEREFORE, for and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign, and transfer to Assignee, absolutely and forever, the entire right, title, and interest, whether statutory or at common law, in and to the trademarks, service marks, and trade names shown on Schedule A (the "Marks") attached hereto and made a part hereof, together with the goodwill of the business symbolized by the Marks, and all corresponding registrations and applications, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

The Hammerstein Assignor represents and warrants that it is the successor-in-interest to any and all of the Estate's rights and interests in and to the Marks.

The Rodgers Assignor represents and warrants that it is the successor-in-interest to any and all of the Rodgers Parties' right and interests in and to the Marks.

Assignors agree to execute any further papers as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

Assignors hereby consent to the recordation of this Assignment by Assignee in the countries listed in Schedule A and any other countries as appropriate.

Assignee hereby accepts the assignment of the Marks, applications, and registrations listed on Schedule A and all other rights described in this Assignment.

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The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

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TRADEMARK
REEL: 004004 FRAME: 0718

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of May 22, 2009.

ASSIGNORS:

**FAMILY TRUST UNDER THE WILL OF
RICHARD RODGERS A/K/A THE RICHARD
RODGERS FAMILY TRUST, AND ITS
TRUSTEES**

By: *Joshua S. Rubenstein*
Name: Joshua S. Rubenstein
Title: Trustee

Joshua S. Rubenstein
Joshua S. Rubenstein, Trustee

Personally appeared before me, Jasmine M. Hanif a Notary Public in and for the County of Queens, State of New York, Joshua S. Rubenstein who proved identity and who acknowledged and proven to me on satisfactory evidence that he/she executed this Assignment in his/her own name for the purposes contained therein. WITNESS my hand and official seal at office on this ___ day of May, 2009.

My Commission Expires: 5/30/10 *Jasmine M. Hanif*
NOTARY PUBLIC
Print name: Jasmine M. Hanif
JASMINE M. HANIF
NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
L.I.C. #0248042512
COMM. EXPIRES MAY 30, 2010

[remainder of page intentionally left blank; signatures of Assignors continue on next page]

HAMMERSTEIN PROPERTIES LLC

By: Alice Mathias
Name: ALICE MATHIAS
Title: MANAGER

Personally appeared before me, John Belive a Notary Public in and for the County of Westchester State of New York, Alice Mathias, who proved identity and who acknowledged and proven to me on satisfactory evidence that he/she executed this Assignment in his/her own name for the purposes contained therein. WITNESS my hand and official seal at office on this 20 day of May, 2009.
June

My Commission Expires: _____

John Belive
NOTARY PUBLIC

Print name: JOHN BELIVE
Notary Public, State of New York
No. 4949725
Qualified in Westchester County
Commission Expires April 17, 2011

By: [Signature]
Name: ST. ANDREW BOOSE
Title: MANAGER

Personally appeared before me, John Belive a Notary Public in and for the County of Westchester State of New York, L Andrew Boose, who proved identity and who acknowledged and proven to me on satisfactory evidence that he/she executed this Assignment in his/her own name for the purposes contained therein. WITNESS my hand and official seal at office on this 20 day of May, 2009.
June

My Commission Expires: _____

John Belive
NOTARY PUBLIC

Print name: _____
JOHN BELIVE
NOTARY PUBLIC, State of New York
No. 01334949725
Qualified in Westchester County
Commission Expires April 17, 2011

[Trademark Assignment]

ASSIGNEE:

IMAGEM, C.V.

By: CP Masters Beheer B.V., its general partner

By: *Denis Wigman*

Name: Denis Wigman

Title: Managing Director

Personally appeared before me, Antoinette Pepper a Notary Public in and for the County of New York, State of New York, Denis Wigman, who proved identity and who acknowledged and proven to me on satisfactory evidence that he/she executed this Assignment in his/her own name for the purposes contained therein.

WITNESS my hand and official seal at office on this 27th day of May, 2009.

My Commission Expires: _____




Antoinette Pepper






NOTARY PUBLIC

Print name: Antoinette Pepper






ANTOINETTE PEPPER
Notary Public, State of New York
No. 01FE4873833
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 7, 2013

SCHEDULE A

TRADEMARK	CLASS	COUNTRY	SERIAL NO.	REGISTRATION NO.
THE KING AND I	16	Australia	571728	571728
THE KING AND I	21	Australia	571729	571729
THE KING AND I	25	Australia	571730	571730
CAROUSEL	6, 21	CTM	8222226	Pending
MY FAVORITE THINGS	16, 24, 25	CTM	7328032	Pending
THE SOUND OF MUSIC	9, 14, 16, 21 & 25	CTM	5813506	5813506
CAROUSEL	6	UK	1529154	1529154
CAROUSEL	21	UK	1529155	1529155
MY FAVOURITE THINGS	14, 25	UK	2472020	2472020
RODGERS & HAMMERSTEIN'S CAROUSEL	25	UK	1529149	1529149
THE SOUND OF MUSIC	16	UK	1490969	1490969
THE SOUND OF MUSIC	21	UK	1489525	1489525
THE SOUND OF MUSIC	25	UK	1489526	1489526
ACCOMPANEASE	9	US	76/662512	3,477,112
CAROUSEL	16, 25	US	73/635732	1,612,889
	16	US	76/679159	3,390,621
	9	US	76/603643	3,122,377
	16	US	76/603898	3,122,378
HAPPY TALK	16	US	74/519733	1,884,962
INSTRUMENTALEASE	9	US	76/662514	3,303,257

RODGERS & HAMMERSTEIN	35, 41	US	73/470,128	1,316,063
RODGERS & HAMMERSTEIN	41	US	73/486,650	1,331,321
RODGERS & HAMMERSTEIN	9	US	73/475992	1,347,361
	9	US	74/225728	1,736,241
	16	US	74/079237	1,744,458
	16	US	74/519729	1,891,058
	28	US	74/310945	1,856,829
SOME ENCHANTED EVENING	41	US	74/147816	1,724,322
THE KING AND I	25	US	73/470033	1,371,381
THE KING AND I	25	US	75/663017	2,505,080
THE KING AND I	28	US	74/144815	1,735,005
THE SOUND OF MUSIC	16	US	74/239439	1,732,991
THE SOUND OF MUSIC	25	US	74/265955	1,738,432
SOUTH PACIFIC	16, 21, 25	US	73/546043	1,414,921
	16	US	74/079236	1,715,564

Common Law Trademarks

TRADEMARK	COUNTRY	GOODS/SERVICES
G2K	US	Videocassettes and DVD's featuring dramatico-musical productions & audio compact discs
HAPPY TALK	US	Use on Internet for "Happy Talk" newsletter
R&H (plain) logo 	US	Pre-recorded films, video & audio/video tapes
R&H (plain) logo 	US	Pre-recorded films, DVD
R&H (plain) logo 	US	Pre-recorded audio CDs featuring music
R&H (plain) logo 	US	Theatre & music publications
R&H "Organization" logo 	US	Use on Internet for "Happy Talk" newsletter

Limitations

The rights conveyed are subject to the interests of, as applicable, Lindsay Ann Crouse, Timothy Crouse, Anna E. Crouse, the Trust under the will of Russel Crouse, and the Howard Lindsay Trust (collectively, "Lindsay and Crouse") in the following:

TRADEMARK	CLASS	COUNTRY	SERIAL NO.	REGISTRATION NO.
THE SOUND OF MUSIC	16	UK	1490969	1490969
THE SOUND OF MUSIC	21	UK	1489525	1489525
THE SOUND OF MUSIC	25	UK	1489526	1489526
THE SOUND OF MUSIC	16	US	74/239439	1,732,991
THE SOUND OF MUSIC	25	US	74/265955	1,738,432
THE SOUND OF MUSIC ¹	9, 14, 16, 21 & 25	CTM	5813506	5813506

¹ Assignors and Assignee acknowledge that the assignment of the applicable rights in and to CTM Registration No. 5813506 (the "'506 Registration'") from the current owners of record to Assignors and Lindsay and Crouse has not yet been filed with the Office for Harmonization in the International Markets and therefore, Assignors and Lindsay and Crouse are not yet the title owners of record of the '506 Registration. Assignors confirm that it will or cause to be filed such assignment at the appropriate time and provide confirmation of the same to Assignee. Until such time as the assignment of the '506 Registration has been duly filed and recorded with the responsible government office, Assignors acknowledge and confirm that Assignee shall, in any event, be deemed hereunder to be the owner of Assignors' rights in the '506 Registration subject to the limitations set forth above.

DESIGNATION OF RODGERS REPRESENTATIVE

WHEREAS, pursuant to the provisions of an Agreement dated September 16, 1970 by and among the members of the Hammerstein Group and the members of the Rodgers Group (as defined in said Agreement) (the "R&H Agreement"), pertaining to "Renewal Copyrights" (as defined in the R&H Agreement), the Rodgers Group designated Joshua S. Rubenstein ("Joshua"), Linda Rodgers Emory ("Linda") and Mary Rodgers Guettel ("Mary") as the "Rodgers Managers" (as defined in the R&H Agreement), Joshua having one vote and Linda and Mary sharing one vote.

WHEREAS, pursuant to the provisions of an Agreement dated November 23, 1977 by and among Richard Rodgers, Dorothy F. Rodgers, Mary and Linda (the "Family Agreement"), pertaining to "Renewal Copyrights" (as defined in the Family Agreement), Joshua, Linda and Mary were designated as "Managers" (as defined in the Family Agreement), Joshua having one vote and Linda and Mary sharing one vote.

WHEREAS, pursuant to the provisions of Section 2.7.1 of the Rodgers Family LLC Amended and Restated Operating Agreement (the "LLC Agreement") dated April 19, 2005, Joshua and Mary were designated as "Managers" (as defined in the LLC Agreement) of the Rodgers Family LLC and pursuant to the LLC Agreement, the Managers have the power to delegate their authority to qualified persons.

WHEREAS, pursuant to each of the R&H Agreement, the Family Agreement, the LLC Agreement, the Trustees have the power to appoint the Rodgers Managers under the R&H Agreement, the Managers under the Family Agreement and the Managers of the Rodgers Family LLC under the LLC Agreement, respectively (collectively, the Rodgers Managers under the R&H Agreement, the Managers under the Family Agreement, the Managers of the Rodgers Family LLC under the LLC Agreement and the Rodgers Representatives under the Joint Venture Agreement are hereinafter referred to as the "Family Business Managers").

WHEREAS, pursuant to the provisions of the Joint Venture Agreement amended and restated June 25, 1990 by and between the Estate of Oscar Hammerstein, II and The Rodgers Family Partnership (the "Joint Venture Agreement"), Joshua and Mary were designated as the "Rodgers Representatives" (as defined in the Joint Venture Agreement) and pursuant to the Joint Venture Agreement, the Rodgers Representatives have the right to delegate all or a portion of their duties to such person as they shall determine.


WHEREAS, Joshua, Linda and Mary are the current Trustees of the Richard Rodgers Family Trust (the "Trustees"), created under the Last Will and Testament of Richard Rodgers (the "Will") and pursuant to the Will the Trustees have the power to designate one of them, severally, on behalf of all of them, to execute all documents and other instruments.

WHEREAS, Joshua, Linda and Mary, in their capacities as both the Trustees and as the Family Business Managers, desire to give Joshua, as Trustee and as a Family Business Manager, the

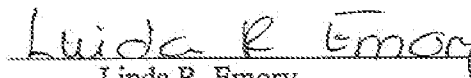
ability to act on behalf of all of the Trustees and the Family Business Managers, to make decisions related to any complete or partial sale of the assets owned by the Richard Rodgers Family Trust, the Rodgers Family LLC and the rights and interests of the Rodgers Family Trust and the Rodgers Family LLC in the Rodgers and Hammerstein Organization or any of its divisions and in any copyrights (collectively, the "Copyright Business Transaction") and to execute all necessary documents and other instruments related to such Copyright Business Transaction in his capacity as such Trustee and as such Family Business Manager without the need for all three of Joshua, Linda and Mary to sign such documents.

NOW THEREFORE, pursuant to the powers granted to them as Trustees under the Will and as Family Business Managers under the various agreements described herein, the undersigned do hereby designate Joshua Rubenstein to act on behalf of all of the Trustees and the Family Business Managers as the sole representative for purposes of the Copyright Business Transaction.

Dated as of October 16, 2008
New York, New York


Joshua S. Rubenstein

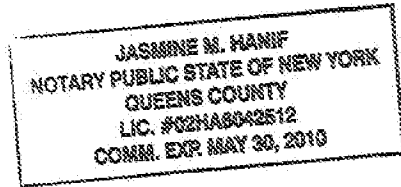

Mary R. Guettel


Linda R. Emory

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 22nd day of *October* in the year 2008, before me, the undersigned personally appeared JOSHUA S. RUBENSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

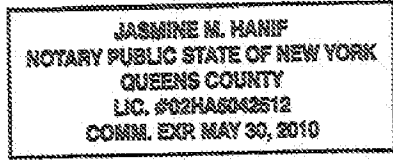
Jasmine M. Hanif
Notary Public



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 21st day of *October* in the year 2008, before me, the undersigned personally appeared MARY R. GUETTEL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the instrument.

Jasmine M. Hanif
Notary Public



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 21st day of *October* in the year 2008, before me, the undersigned personally appeared LINDA R. EMORY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the instrument.

Jasmine M. Hanif
Notary Public

