

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WMG Acquisition Corporation		02/29/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
Internal Address:	Mail Code: NC-001-15-04
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	1250980	R
Registration Number:	1330698	A
Registration Number:	1661529	AVISION ENTERTAINMENT
Registration Number:	1654813	A VISION
Registration Number:	2239166	ALTERLATINO
Registration Number:	1016112	ASYLUM
Registration Number:	1095762	A ASYLUM
Registration Number:	1330697	A ASYLUM
Registration Number:	749139	ATCO
Registration Number:	1742951	ATCO
Registration Number:	1535113	ATLANTIC
Registration Number:	1116322	A ATLANTIC
Registration Number:	1832743	AUTHENTIC BASS-TAB
Registration Number:	1864665	AUTHENTIC GUITAR-TAB

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Registration Number:	1552554	BABY BOOMER CLASSICS
Registration Number:	1662343	BIG BEAT
Registration Number:	2194058	BLACK MUSIC OL'SKOOL
Registration Number:	2406774	CHEAP DATE
Registration Number:	2263372	DIGITALARENA
Registration Number:	1832631	DISCOVERY
Registration Number:	2595632	DIVISION ONE
Registration Number:	1795621	EW EASTWEST
Registration Number:	1633872	ELEKTRA
Registration Number:	833701	ELEKTRA
Registration Number:	1324186	
Registration Number:	1328138	ELEKTRA
Registration Number:	1623393	ELEKTRA EE
Registration Number:	709958	ELEKTRA
Registration Number:	1492989	ELEKTRA NONESUCH
Registration Number:	2771899	FLASHBACK
Registration Number:	1706315	GIANT
Registration Number:	2283035	GIANT
Registration Number:	1489966	GP GOOD LIFE PUBLICATIONS
Registration Number:	1947252	GOLD STANDARD
Registration Number:	2287060	GOLDEN THROATS
Registration Number:	1555573	GOOD LIFE PUBLICATIONS
Registration Number:	1574834	H. W. GRAY PUBLICATIONS
Registration Number:	2352625	HIGHER EDUCATION
Registration Number:	1574835	J. FISCHER & BRO.
Registration Number:	1577723	KALMUS
Registration Number:	2154701	KID RHINO
Registration Number:	2453402	KID RHINO
Registration Number:	2446643	
Registration Number:	2154702	
Registration Number:	2084441	LAVA
Registration Number:	2094406	MANHATTAN MUSIC PUBLICATIONS
Registration Number:	2230315	MUSIC FOR THE KID IN US ALL!
Registration Number:	1666567	NONESUCH
Registration Number:	1492990	N

Registration Number:	1437854	N NONESUCH
Registration Number:	2726883	PIANO TEACHER'S ADVANTAGE
Registration Number:	1175896	REPRISE
Registration Number:	2160006	REVOLUTION
Registration Number:	1893542	REVOLUTION
Registration Number:	1967102	RHINO
Registration Number:	2240911	RHINO
Registration Number:	2246309	RHINO
Registration Number:	1967101	RHINO
Registration Number:	1971491	RHINO
Registration Number:	1456283	
Registration Number:	2251303	RHINO MOVIE MUSIC
Registration Number:	1695833	RHINO WORD BEAT
Registration Number:	1803119	SIRE
Registration Number:	1503870	SUPER-TAB
Registration Number:	1953093	SPEW
Registration Number:	2256041	TECH START
Registration Number:	2188010	THE MAGIC MUSIC STORE
Registration Number:	847385	THE MONKEES
Registration Number:	848385	THE MONKEES
Registration Number:	2300411	TUNEMAIL
Registration Number:	2066723	THE ULTIMATE BEGINNER SERIES
Registration Number:	1713160	WA
Registration Number:	1713161	WARNER ALLIANCE
Registration Number:	1985376	WARNER CHAPPELL
Registration Number:	1845440	WARNER REPRISE VIDEO WR
Registration Number:	2220649	WARNERACTIVE
Registration Number:	2260804	WEA B2B BUSINESS SOLUTIONS SITE
Registration Number:	2080986	
Registration Number:	1287791	WEA INTERNATIONAL
Registration Number:	1301320	WEA
Registration Number:	2569376	WEA MEX
Registration Number:	2215204	WEACARIBE
Serial Number:	78316300	DUALDISC
Serial Number:	78316436	DUALDISC

Serial Number:	78316306	DUALDISC
Serial Number:	75392627	INSTAVID
Serial Number:	76520771	LAVA
Serial Number:	78339943	LAVA
Serial Number:	76472247	LAVA FILMS
Serial Number:	78341235	LAVA FILMS
Serial Number:	76197312	TEENSATION
Serial Number:	76429538	VIDBITS

CORRESPONDENCE DATA

Fax Number: (212)336-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-336-8000
Email: ptodocket@arelaw.com
Correspondent Name: Anthony F. LoCicero
Address Line 1: Amster Rothstein & Ebenstein
Address Line 2: 90 Park Avenue
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	5689/4
NAME OF SUBMITTER:	Dana R. Metes

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated February 29, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Bank of America, N.A., as administrative agent (the "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WMG Acquisition Corp., a Delaware corporation, has entered into a Credit Agreement dated as of February 29, 2004, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with WMG Holdings Corp., a Delaware Corporation ("**Holdings**"), Bank of America, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated February 29, 2004 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 2 hereto, and all of the goodwill of the

business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;
and

(iii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. *No Transfer of Grantor's Rights.* Except to the extent expressly permitted in the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

SECTION 3. *Security for Obligations.* The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

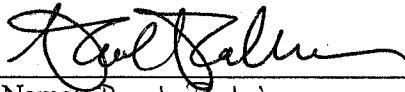
SECTION 5. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all, rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 7. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WMG ACQUISITION CORP.

By: 
Name: Paul Robinson
Title: Vice President

Address for Notices:
c/o Warner Music Group Inc.
75 Rockefeller Plaza
New York, New York 10019
Attention: Paul Robinson
Telephone: (212) 275-2143
Facsimile: (212) 275-3601

WMG HOLDINGS CORP.

By:



Name: Paul Robinson

Title: Vice President

Address for Notices:

c/o Warner Music Group Inc.

75 Rockefeller Plaza

New York, New York 10019

Attention: Paul Robinson

Telephone: (212) 275-2143

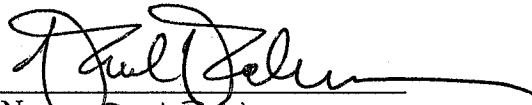
Facsimile: (212) 275-3601

NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PENALTY RECORDS, L.L.C.
PEPAMAR MUSIC CORP.
REVELATION MUSIC PUBLISHING
CORPORATION
RHINO ENTERTAINMENT COMPANY
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RODRA MUSIC, INC.
SEA CHIME MUSIC, INC.
SR/MDM VENTURE INC.
SUMMY-BIRCHARD, INC.
SUPER-HYPE PUBLISHING, INC.
T-BOY MUSIC, L.L.C.
T-GIRL MUSIC, L.L.C.
THE RHYTHM METHOD INC.
TOMMY BOY MUSIC, INC.
TOMMY VALANDO PUBLISHING GROUP, INC.
TRI-CHAPPELL MUSIC INC.
TW MUSIC HOLDINGS INC.
UNICHAPPELL MUSIC INC.
W.B.M. MUSIC CORP.
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC INC.
WARNER BRETHERN INC.
WARNER BROS. MUSIC INTERNATIONAL INC.
WARNER BROS. PUBLICATIONS U.S. INC.
WARNER BROS. RECORDS INC.
WARNER/CHAPPELL MUSIC, INC.
WARNER/CHAPPELL MUSIC (SERVICES), INC.
WARNER CUSTOM MUSIC CORP.
WARNER DOMAIN MUSIC INC.
WARNER-ELEKTRA-ATLANTIC CORPORATION
WARNER MUSIC BLUESKY HOLDING INC.
WARNER MUSIC DISCOVERY INC.
WARNER MUSIC DISTRIBUTION INC.
WARNER MUSIC GROUP INC.
WARNER MUSIC LATINA INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER MUSIC INC.

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WARNERSONGS, INC.
WARNER SPECIAL PRODUCTS INC.
WARNER STRATEGIC MARKETING INC.
WARNER-TAMERLANE PUBLISHING CORP.
WARPRISE MUSIC INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD MUSIC, INC.
WBPI HOLDINGS LLC
WBR MANAGEMENT SERVICES INC.
WBR/QRI VENTURE, INC.
WBR/RUFFNATION VENTURES, INC.
WBR/SIRE VENTURES INC.
WE ARE MUSICA INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA LATINA MUSICA INC.
WEA MANAGEMENT SERVICES INC.
WIDE MUSIC, INC.
WMG MANAGEMENT SERVICES INC.
WMG TRADEMARK HOLDING COMPANY LLC

All by:



Name: Paul Robinson

Title: Vice President

Other Grantors:

A. P. SCHMIDT CO.
ATLANTIC/143 L.L.C.
ATLANTIC/MR VENTURES INC.
ATLANTIC/MR II INC.
ATLANTIC RECORDING CORPORATION
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
BIG TREE RECORDING CORPORATION
BUTE SOUND LLC
CAFE AMERICANA INC.
CHAPPELL & INTERSONG MUSIC GROUP
(AUSTRALIA) LIMITED
CHAPPELL AND INTERSONG MUSIC GROUP
(GERMANY) INC.
CHAPPELL MUSIC COMPANY, INC.
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CPP/BELWIN, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON VENTURES INC.
ELEKTRA ENTERTAINMENT GROUP INC.
ELEKTRA GROUP VENTURES INC.
FHK, INC.
FIDDLEBACK MUSIC PUBLISHING COMPANY,
INC.
FOSTER FREES MUSIC, INC.
FOZ MAN MUSIC LLC
INSIDE JOB, INC.
INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LAVA TRADEMARK HOLDING COMPANY LLC
LEM AMERICA, INC.
LONDON-SIRE RECORDS, INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
NC HUNGARY HOLDINGS INC.
NEW CHAPPELL INC.
NONESUCH RECORDS INC.

Schedule 1
to Trademark Security Agreement

OWNER	Country	Trademark	Class	Registration No.	Application	Reg. Date	Next Renewal	Status
WARNER BROS. RECORDS INC.	United States of America	:R LOGO	09	1,250,980	213454	13-Sep-1983	13-Sep-2013	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	A DESIGN (ASYLUM)REVISED	09	1330698	73/484607	16-Apr-1985	16-Apr-2005	Registered
ATLANTIC RECORDING CORP.	United States of America	A VISION ENTERTAINMENT	09	1,661,529	74/094107	22-Oct-1991	22-Oct-2011	Registered
ATLANTIC RECORDING CORP.	United States of America	A VISION WITH SPIRAL DESIGN	09	1654813	74/094075	27-Aug-1991	27-Aug-2011	Registered
WEA International Inc.	United States of America	ALTERLATINO	09, 41	2239166	75/067378	13-Apr-1999	13-Apr-2009	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ASYLUM	09	1016112	72/420297	15-Jul-1975	15-Jul-2005	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ASYLUM & A DESIGN	09	1095762	73/054076	11-Jul-1978	11-Jul-2008	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ASYLUM & A DESIGN (REVISED)	09	1330697	73/484606	16-Apr-1985	16-Apr-2005	Registered
ATLANTIC RECORDING CORP.	United States of America	ATCO	NA 36	749,139	72147686	07-May-1963	07-May-2013	Registered
ATLANTIC RECORDING CORP.	United States of America	ATCO & DEVICE	09	1,742,951	74/274643	29-Dec-1992	29-Dec-2012	Registered
ATLANTIC RECORDING CORP.	United States of America	ATLANTIC	09	1535113	747919	18-Apr-1989	18-Apr-2009	Registered
ATLANTIC RECORDING CORP.	United States of America	ATLANTIC & A DESIGN	09	1116322	110680	10-Apr-1979	10-Apr-1999	Registered
WARNER BROS. PUBLICATIONS INC.	United States of America	AUTHENTIC BASS-TAB & DESIGN	16	1832743	74/416270	26-Apr-1994	26-Apr-2004	Registered
WARNER BROS. PUBLICATIONS INC.	United States of America	AUTHENTIC GUITAR-TAB & DESIGN	16	1864665	74/381876	29-Nov-1994	29-Nov-2004	Registered
WARNER SPECIAL PRODUCTS INC.	United States of America	BABY BOOMER CLASSICS & DESIGN	09	1552554	73/669194	22-Aug-1989	22-Aug-2009	Registered
BIG BEAT RECORDS, INC.	United States of America	BIG BEAT	09	1,662,343	74/121906	29-Oct-1991	29-Oct-2011	Registered
WARNER BROS. RECORDS INC.	United States of America	BLACK MUSIC O' SKOOL & DESIGN	09	2,194,058	75/087000	06-Oct-1998	06-Oct-2008	Registered

TRADEMARK

REEL: 002803 FRAME: 0363

OWNER	Country	Trademark	Class	Registration No.	Application	Reg. Date	Next Renewal	Status
RHINO ENTERTAINMENT COMPANY	United States of America	CHEAP DATE	09	2,406,774	75/475,095	21-Nov-2000	21-Nov-2010	Registered
ATLANTIC RECORDING CORP.	United States of America	DIGITALARENA	41	2,263,372	75/098972	20-Jul-1999	20-Jul-2009	Registered
LONDON-SIRE RECORDS	United States of America	DISCOVERY & DESIGN	09	1832631	74/342644	26-Apr-1994	26-Apr-2004	Registered
ATLANTIC RECORDING CORP.	United States of America	DIVISION ONE	09	2,595,632	76/130968	16-Jul-2002	16-Jul-2012	Registered
WMG TRADEMARK HOLDING COMPANY LLC	United States of America	DUALDISC	A		78/316300			Pending
WMG TRADEMARK HOLDING COMPANY LLC	United States of America	DUALDISC & DESIGN	A		78/316436			Pending
WMG TRADEMARK HOLDING COMPANY LLC	United States of America	DUALDISC LOGO WITH COLOR	A		78/316306			Pending
WEA INTERNATIONAL INC.	United States of America	EASTWEST & EW LOGO	09	1,795,621	61192	28-Sep-1993	28-Sep-2013	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRA	09	1633872	74/048852	05-Feb-1991	05-Feb-2011	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRA & E DESIGN	NA 36	833701	243107	15-Aug-1967	15-Aug-2007	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRA & E DESIGN (REVISED)	09	1324186	450320	12-Mar-1985	12-Mar-2005	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRA & E DESIGN (REVISED)	09	1328138	450319	02-Apr-1985	02-Apr-2005	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRA & EE LOGO	09	1623393	73/830751	20-Nov-1990	20-Nov-2010	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRA & GUITAR PLAYER DESIGN	09, 16	709958	72/090833	17-Jan-1961	17-Jan-2011	Registered
ELEKTRA ENTERTAINMENT GROUP	United States of America	ELEKTRAVANONESUCH LOGO	09	1492989	692676	21-Jun-1988	21-Jun-2008	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	FLASHBACK	09	2,771,899	75/187396	07-Oct-2003	07-Oct-2013	Registered
WARNER BROS. RECORDS INC.	United States of America	FRIENDS OF JOSH GROBAN & JG DESIGN	9,16,41					Instructed
WARNER BROS. RECORDS INC.	United States of America	FRIENDS OF JOSH GROBAN & JG DESIGN	6,18,21,25					Instructed

TRADEMARK

REEL: 002803 FRAME: 0364

OWNER	Country	Trademark	Class	Registration No.	Application	Req. Date	Next Renewal	Status
WARNER BROS. RECORDS INC.	United States of America	GIANT	9	1,706,315	74/037873	11-Aug-1992	11-Aug-2012	Registered
WARNER BROS. RECORDS INC.	United States of America	GIANT & DESIGN	09	2,283,035	75/511128	05-Oct-1999	05-Oct-2009	Registered
CPP/BELWIN, INC.	United States of America	GLP GOOD LIFE PUBLICATIONS	09, 16	1,489,966	73/667434	31-May-1988	31-May-2008	Registered
WARNER MUSIC GROUP INC.	United States of America	GOLD STANDARD	00009	1,947,252	74/434326	09-Jan-1996	09-Jan-2006	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	GOLDEN THROATS	09	2,287,060	75/374242	19-Oct-1999	19-Oct-2009	Registered
CPP/BELWIN, INC.	United States of America	GOOD LIFE PUBLICATIONS	9, 16	1,555,573	760,575	12-Sep-1995	12-Sep-2005	Registered
CPP/BELWIN, INC.	United States of America	H.W. GRAY PUBLICATIONS	16	1,574,834	73/760,877	02-Jan-1990	02-Jan-2000	Registered
WARNER BROS. RECORDS INC.	United States of America	HIGHER EDUCATION	09	2,352,625	75/497,998	23-May-2000	23-May-2010	Registered
WARNER MUSIC GROUP	United States of America	INSTAVID			75/392627			Pending
WARNER MUSIC GROUP	United States of America	INSTAVID			75/392627			Pending
WARNER/CHAPPELL MUSIC, INC.	United States of America	J. FISCHER & BRO.	16	1,574,835	73/760,878	02-Jan-1990	02-Jan-2010	Registered
WARNER BROS. RECORDS INC.	United States of America	JG DESIGN	9, 16, 41					Instructed
WARNER BROS. RECORDS INC.	United States of America	JG DESIGN	6, 18, 21, 25					Instructed
WARNER/CHAPPELL MUSIC, INC.	United States of America	KALMUS & DESIGN	16	1,577,723	73/760,744	16-Jan-1990	16-Jan-2010	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	KID RHINO LOGO	09	2,154,701	75/209401	05-May-1998	05-May-2008	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	KID RHINO LOGO	16	2,453,402	75/209400	22-May-2001	22-May-2011	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	KID RHINO REP.	16	2,446,643	75/209402	24-Apr-2001	24-Apr-2011	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	KID RHINO REP.	09	2,154,702	75/209404	05-May-1998	05-May-2008	Registered

TRADEMARK

OWNER	Country	Trademark	Class	Registration No.	Application	Reg. Date	Next Renewal	Status
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO & DESIGN	16	1,971,491	74/694022	30-Apr-1996	30-Apr-2006	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO DEVICE	00009	1,456,283		08-Sep-1987	08-Sep-2007	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO MOVIE MUSIC & DESIGN	41	2,251,303	75/456964	08-Jun-1999	08-Jun-2009	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO WORD BEAT & DESIGN	09	1695833	74/112606	23-Jun-1992	23-Jun-2012	Registered
WBR/SIRE VENTURES INC.	United States of America	SIRE & S DESIGN	09	1,803,119	74/298917	09-Nov-1993	09-Nov-2003	Registered
WARNER BROS. PUBLICATIONS INC.	United States of America	SUPER-TAB	16	1503870	703158	13-Sep-1988	13-Sep-2008	Registered
ATLANTIC RECORDING CORP.	United States of America	SPEW	09	1,953,093	74/633356	30-Jan-1996	30-Jan-2006	Registered
WARNER/CHAPPELL MUSIC, INC.	United States of America	TECH START	16	2256041	75/359742	22-Jun-1999	22-Jun-2009	Registered
ATLANTIC RECORDING CORP.	United States of America	TEENSATION	9		76/197312			Pending
WARNER MUSIC GROUP INC. INC.	United States of America	THE MAGIC MUSIC STORE	42	2,188,010	74/606738	08-Sep-1998	08-Sep-2008	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	THE MONKEES	16	0847385	72/241935	09-Apr-1968	09-Apr-2008	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	THE MONKEES	41	848385	72/259379	30-Apr-1968	30-Apr-2008	Registered
WARNER MUSIC GROUP	United States of America	TUNEMAIL	35	2300411	75/303800	14-Dec-1999	14-Dec-2009	Registered
WARNER/CHAPPELL MUSIC, INC.	United States of America	THE ULTIMATE BEGINNER SERIES	09	2,066,723	75/074688	03-Jun-1997	03-Jun-2007	Registered
WARNER MUSIC GROUP	United States of America	VIDBITS LOGO & DEVICE	9,41		76/429538			Pending
WARNER BROS. RECORDS INC.	United States of America	WA DESIGN	09	1713160	74/129726	08-Sep-1992	08-Sep-2012	Registered
WARNER BROS. RECORDS INC.	United States of America	WARNER ALLIANCE	09	1713161	74/129727	08-Sep-1992	08-Sep-2012	Registered
WARNER/CHAPPELL MUSIC, INC.	United States of America	WARNER CHAPPELL	16	1,985,376	74/674144	09-Jul-1996	09-Jul-2006	Registered

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OWNER	Country	Trademark	Class	Registration No.	Application	Reg. Date	Next Renewal	Status
WARNER BROS. RECORDS INC.	United States of America	WARNER REPRRISE VIDEO & WR LOGO	09	1845440	74/425245	19-Jul-1994	19-Jul-2004	Registered
WARNER MUSIC GROUP	United States of America	WARNERACTIVE	09	2,220,649	74/600295	26-Jan-1999	26-Jan-2009	Registered
WEA INTERNATIONAL INC.	United States of America	WEA B2B BUSINESS SOLUTIONS SITE	35, 42	2,260,804	75/464044	13-Jul-1999	13-Jul-2009	Registered
WEA INTERNATIONAL INC.	United States of America	WEA CIRCULAR DESIGN	09	2,080,986	75/062509	22-Jul-1997	22-Jul-2007	Registered
WEA INTERNATIONAL INC.	United States of America	WEA INTERNATIONAL	09	1287791	437162	31-Jul-1984	31-Jul-2004	Registered
WEA INTERNATIONAL INC.	United States of America	WEA LOGO	09	1301320	408557	23-Oct-1984	23-Oct-2004	Registered
WEA INTERNATIONAL INC.	United States of America	WEA MEX	9	2,569,376	76/090699	14-May-2002	14-May-2012	Registered
WEA LATINA INC.	United States of America	WEACARIBE (SPECIAL FORM)	09	2,215,204	75/228592	29-Dec-1998	29-Dec-2008	Registered

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OWNER	Country	Trademark	Class	Registration No.	Application	Reg. Date	Next Renewal:	Status
LAVA TM HOLDING CO. LLC.	United States of America	LAVA	41		76/520771			Pending
LAVA TM HOLDING CO. LLC.	United States of America	LAVA	9		78/339943			Pending
LAVA TM HOLDING CO. LLC.	United States of America	LAVA FILMS	41		76/472247			Pending
LAVA TM HOLDING CO. LLC.	United States of America	LAVA FILMS	9		78/341235			Pending
LAVA TM HOLDING CO. LLC.	United States of America	LAVA	09	2,084,441	74/652171	29-Jul-1997	29-Jul-2007	Registered
WARNER/CHAPPELL MUSIC, INC.	United States of America	MANHATTAN MUSIC PUBLICATIONS	09, 16	2,094,406	75/074687	09-Sep-1997	09-Sep-2007	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	MUSIC FOR THE KID IN US ALLI	09	2,230,315	75/374243	09-Mar-1999	09-Mar-2009	Registered
NONESUCH RECORDS, INC.	United States of America	NONESUCH	09	1666567	74/134367	03-Dec-1991	03-Dec-2011	Registered
NONESUCH RECORDS, INC.	United States of America	NONESUCH & N (REVISED) DESIGN	09	1,492,990	692677	21-Jun-1988	21-Jun-2008	Registered
NONESUCH RECORDS, INC.	United States of America	NONESUCH & N (REVISED) DESIGN	09	1437854	609474	28-Apr-1987	28-Apr-2007	Registered
WARNER/CHAPPELL MUSIC, INC.	United States of America	PIANO TEACHER'S ADVANTAGE	16	2,726,883	76/428105	17-Jun-2003	17-Jun-2013	Registered
WARNER BROS. RECORDS INC.	United States of America	REPRISE	09	1175896	213460	03-Nov-1981	03-Nov-1991	Registered
WARNER BROS. RECORDS INC.	United States of America	REVOLUTION	09	2,160,006	75/177,678	26-May-1998	26-May-2008	Registered
WARNER BROS. RECORDS INC.	United States of America	REVOLUTION	09	1,893,542	74/221,882	09-May-1995	09-May-2005	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO	09	1,967,102	74/693974	09-Apr-1996	09-Apr-2006	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO	41	2,240,911	74/693972	20-Apr-1999	20-Apr-2009	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO	09	2,246,309	74/693971	18-May-1999	18-May-2009	Registered
RHINO ENTERTAINMENT COMPANY	United States of America	RHINO & DESIGN	09	1,967,101	74/693973	09-Apr-1996	09-Apr-2006	Registered

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