

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DMX Music, Inc.		06/03/2005	CORPORATION: DELAWARE
AEI Music Network, Inc.		06/03/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	THP Capstar Acquisition Corp.
<b>Street Address:</b>	600 Congress Avenue
<b>Internal Address:</b>	One American Center, Suite 1400
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1736237	DMX
Registration Number:	2525660	DMX AXIS
Registration Number:	1901499	DMX DJ
Registration Number:	2568018	DMX MUSIC
Registration Number:	2565797	DMX MUSIC
Registration Number:	2086618	DMX INC.
Registration Number:	2483898	MALLNET
Registration Number:	2420736	MALLNET
Registration Number:	2908880	MUSIC TOO
Registration Number:	2445947	MUSIC TOO
Registration Number:	2353182	AEI
Registration Number:	2511362	AEI

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Registration Number:	2353183	AEI
Registration Number:	2484141	AEI
Registration Number:	1586576	AEI MUSIC
Registration Number:	1617971	AEI MUSIC
Registration Number:	1166317	NOVATONE
Registration Number:	2080621	PRODISC
Registration Number:	2302337	PRODISC
Registration Number:	2851117	PROFUSION
Registration Number:	2847702	PROFUSION
Registration Number:	1358971	PROPAC 4

**CORRESPONDENCE DATA**

Fax Number: (512)236-3330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5125428530  
Email: mjsmith@velaw.com  
Correspondent Name: Michael J. Smith  
Address Line 1: 2801 Via Fortuna  
Address Line 2: Suite 100  
Address Line 4: Austin, TEXAS 78746

NAME OF SUBMITTER:	Michael J Smith
Signature:	/mjsmith/
Date:	06/20/2005

**Total Attachments: 28**

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**BILL OF SALE**

THIS BILL OF SALE (this "*Agreement*"), is entered into as of June 3, 2005 between MAXIDE ACQUISITION, INC., a Delaware corporation, AEI MUSIC NETWORK, INC., a Washington corporation, DMX MUSIC, INC., a Delaware corporation, and TEMPO SOUND, INC., an Oklahoma corporation (collectively, "*Sellers*" and each individually, a "*Seller*"), and THP CAPSTAR ACQUISITION CORP., a Texas corporation ("*Purchaser*"). Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Purchase Agreement (defined below).

**WHEREAS**, Sellers and THP Capstar, Inc., a Delaware corporation ("*THP Capstar*"), have entered into an Asset Purchase Agreement dated as of February 8, 2005, as amended by that certain First Amendment to Asset Purchase Agreement dated as of May 11, 2005 (the "*Purchase Agreement*," as amended) providing for the sale by Sellers to THP Capstar of the Purchased Assets pursuant to Sections 105, 363 and 365 of Chapter 11 of Title 11 of the Bankruptcy Code;

**WHEREAS**, THP Capstar has assigned to Purchaser its rights in, to and under the Purchase Agreement; and

**WHEREAS**, pursuant to the Purchase Agreement and the Sale Order, Sellers and Purchaser are entering into this Agreement in connection with the consummation of the transactions contemplated by the Purchase Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definition of Purchased Personal Property Assets. As used herein, the term "*Purchased Personal Property Assets*" shall include all of the Purchased Assets, except for the Upper-Tier Foreign Stock, the Assumed Contracts and the Seller Real Property, to the extent such assets are conveyed by Sellers to Purchaser by separate instrument.

2. Conveyance and Assignment of Purchased Personal Property Assets. As authorized in and pursuant to the Sale Order, and to the extent of their respective interests therein, each Seller hereby grants, conveys, assigns, transfers, bargains and delivers unto Purchaser the Purchased Personal Property Assets, to have and to hold the Purchased Personal Property Assets unto Purchaser, together with all and singular the rights and appurtenances belonging or pertaining thereto, unto Purchaser and its successors and assigns forever subject to any applicable Permitted Liens.

3. Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Personal Property Assets subject to this Agreement shall expressly exclude the Excluded Assets.

4. Transaction Document. This Agreement is, and shall constitute a, Transaction Document.

5. Governing Law. This Agreement and performance under it shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the laws that might otherwise govern under applicable principles of conflicts of laws. In connection with any controversy arising out of or related to this Agreement, Sellers and Purchaser hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court or if, and only if, the Bankruptcy Cases have been closed or the Bankruptcy Court otherwise refuses to exercise jurisdiction, the courts of the State of Delaware, County of Newcastle, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

6. Conflict and Inconsistency; No Merger. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. The terms and provisions of the Purchase Agreement (including the representations, warranties, acknowledgements, disclaimers, limitation, indemnities and covenants therein) shall not merge, be extinguished or otherwise affected by the delivery and execution of this Agreement, and this Agreement shall not impose upon the Sellers, or subject the Sellers to, any obligations, liabilities, representations, warranties or indemnities not otherwise made or assumed by the Sellers in the Purchase Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Sellers or Purchaser of any Liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signatures Page Follows]

**IN WITNESS WHEREOF**, Sellers and Purchaser have executed this Agreement as of the day and year first above written.

**SELLERS:**

MAXIDE ACQUISITION, INC., a Delaware corporation

By: \_\_\_\_\_  
Robert Baxter  
Senior Vice President and Chief Financial Officer

AEI MUSIC NETWORK, INC., a Washington corporation

By: \_\_\_\_\_  
Robert Baxter  
Senior Vice President and Chief Financial Officer

DMX MUSIC, INC., a Delaware corporation

By: \_\_\_\_\_  
Robert Baxter  
Senior Vice President and Chief Financial Officer

TEMPO SOUND, INC., an Oklahoma corporation

By: \_\_\_\_\_  
Robert Baxter  
Senior Vice President and Chief Financial Officer

**PURCHASER:**

THP CAPSTAR ACQUISITION CORP., a Texas corporation

By: \_\_\_\_\_  
John D. Cullen  
President

ASSET PURCHASE AGREEMENT

Among

MAXIDE ACQUISITION, INC.;

AEI MUSIC NETWORK, INC.;

DMX MUSIC, INC.;

AND

TEMPO SOUND, INC.,

as the Sellers,

and

THP CAPSTAR, INC., as Purchaser

DATED AS OF FEBRUARY 8, 2005

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of February 8, 2005 by and among MAXIDE ACQUISITION, INC., a Delaware corporation, AEI MUSIC NETWORK, INC., a Washington corporation; DMX MUSIC, INC., a Delaware corporation; and TEMPO SOUND, INC., an Oklahoma corporation; (collectively, the “**Sellers**” and each individually, a “**Seller**”), and THP CAPSTAR, INC., a Delaware corporation (“**Purchaser**”).

### RECITALS

WHEREAS, the Sellers, together with Sellers’ direct and indirect subsidiaries (excluding the Excluded Dormant Subsidiaries (as defined below), the “**Seller Subsidiaries**,” and each a “**Seller Subsidiary**”) listed on Schedule 1-A attached hereto, are engaged in the business of marketing, selling and providing subscription music services in the United States of America and in the other countries listed on Schedule 1-B attached hereto (such business, as conducted by Sellers and Seller Subsidiaries on the date hereof, is referred to herein as the “**DMX Business**”); and

WHEREAS, promptly following the mutual execution and delivery of this Agreement, the Sellers each plan to file a petition (together, the “**Bankruptcy Petitions**”) initiating a chapter 11 bankruptcy case (collectively, the “**Chapter 11 Cases**” or the “**Bankruptcy Cases**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”); and

WHEREAS, the Sellers wish to sell to Purchaser, pursuant to Sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), substantially all of the assets owned by Sellers and used in the ownership and operation of the DMX Business at the price and on the other terms and conditions specified in detail below and Purchaser wishes to so purchase and acquire such assets from Sellers.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I

#### PURCHASE AND SALE; EFFECTIVE TIME

Section 1.01 Purchase and Sale. Except as otherwise provided and subject to the terms and conditions set forth in this Agreement, each Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from each Seller at the Closing, all of such Seller’s right, title and interest in and to the Purchased Assets (as defined in Section 2.01 hereof), free and clear of all security interests, liens, pledges, charges, options, rights of first refusal, claims, rights of setoff, any other monetary encumbrance or other restriction on the use or exercise of any attribute of ownership or other interests (collectively, “**Liens**”), other than those Liens described on Schedule 2 attached hereto and incorporated herein by this reference (any such Liens described on Schedule 2 are collectively referred to as the “**Permitted Liens**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Section 17.22.



ARTICLE II  
DESCRIPTION OF PURCHASED ASSETS; EXCLUDED ASSETS;  
ASSUMPTION OF LIABILITIES

Section 2.01 Purchased Assets. The assets, properties and rights to be conveyed to Purchaser shall include all of Sellers' respective rights, title and interests in and to real and personal, tangible and intangible assets, properties and rights owned, leased or licensed by Sellers of whatever description and used or held for use in the ownership, operation or management of the DMX Business, including Sellers' respective rights, title and interests in and to all property and rights relating exclusively to the DMX Business acquired or obtained by Sellers from the date hereof through the date of Closing and in accordance with the terms hereof, but excluding the Excluded Assets (the assets so included, the "**Purchased Assets**"), including all of Sellers' respective rights, title and interest in and to the following assets, properties, rights and interests of Sellers, in each case, to the extent relating to the DMX Business and not comprising part of the Excluded Assets:

(a) all rights and interests under (i) all Contracts between any Seller and its customers or subscribers, (ii) all Contracts which are music licenses, copyright license agreements and agreements with record companies listed on part I of Schedule 2.01(a) (other than those listed thereon and identified with an asterisk as Excluded Contracts) attached hereto, and all other Contracts listed on part II of Schedule 2.01(a) (other than those Contracts listed thereon and identified with an asterisk as Excluded Contracts) attached hereto, and (iii) all Contracts entered into during the period commencing on the date hereof and ending on the Closing Date which are entered into by Sellers in the ordinary course of Sellers' business on commercial terms consistent with past practice which relate exclusively to the DMX Business and which are entered into in accordance with Section 9.02(b) (all such Contracts described in clauses (i) through (iii) hereof shall be referred to collectively as the "**Assumed Contracts**");

(b) all of Sellers' respective rights, title and interests in and to all tools, motor vehicles, office equipment, computers and related software (to the extent such software is transferable or assignable), furniture and fixtures, supplies and inventory, installations, appliances, improvements and other equipment, machinery and tangible personal property used, or held for use in the DMX Business, including such items as are listed on Schedule 2.01(b) attached hereto, and all modifications, additions, restorations or replacements of the whole or any part thereof; provided that, notwithstanding anything to the contrary in this Agreement, items described in this Section 2.01(b) which are held by Sellers pursuant to leases (including, without limitation, any capital leases), rental agreements, license agreements or other Contracts will not be included among the Purchased Assets unless Purchaser assumes the underlying lease, rental agreement, license agreement or other Contract, as applicable, at the Closing;

(c) all of Sellers' respective rights, title and interests in and to the engineering records, files (including customer records and records related to Employees hired by Purchaser at the Closing), and data, and, to the extent transferable or assignable, drawings, blueprints, schematics, maps, reports, and plans and processes used or held for use in the DMX Business and copies of any record or document (including copies of all records related to those Employees hired by Purchaser on the Closing Date) included in the Excluded Assets to the extent such record or document relates to the DMX Business;

(d) all of Sellers' respective files of correspondence, lists, records and reports concerning (i) past and current customers and prospective customers of the DMX Business and (ii) all dealings with any Governmental Authority (other than the Bankruptcy Court) with respect to the DMX Business;

(e) all of Sellers' respective right, title and interest in and to (i) the accounts receivable (billed or unbilled), but specifically excluding (x) any accounts receivable owing by a Seller to any Seller, any Seller Subsidiary or any Affiliated Seller Entity ("**Affiliated Accounts**"), whether or not such Affiliated Seller Entity is a debtor in the Bankruptcy Case, and (y) each of (A) the \$927,527 accounts receivable from Comcast, (B) the \$234,566 accounts receivable from ACI and Essentials and (C) the \$316,318 2003 and 2004 sales tax accounts receivable (each as more particularly described in the 12/31/04 accounts receivable reconciliation attached hereto as Exhibit I, such accounts receivable listed in (A)–(C) being referred to herein as the "**Other Excluded Accounts**"), (ii) prepayments and prepaid expenses, and (iii) security deposits received from third parties other than the Excluded Deposits (as defined in Section 2.02(s) below) (the "**Deposits**"), in each case, to the extent relating to the operation of the DMX Business;

(f) all of Sellers' respective interests in all Governmental Permits which are used or held for use by any Seller in the operation of the DMX Business, all of which, to the extent material, including, without limitation, all FCC Licenses, are listed on Schedule 2.01(f) attached hereto (collectively, the "**Seller Governmental Permits**");

(g) all computer software owned or, to the extent transferable or assignable and so long as the applicable license is among the Assumed Contracts at the Closing, licensed by a Seller (including all related documentation) and used in the DMX Business;

(h) all of each Seller's interest in all claims, rights, and choses in action relating to the DMX Business, including all rights under express or implied warranties from third parties relating to the Purchased Assets;

(i) all claims, causes of action, choses in action, rights of recovery or setoff of any kind (including any preference or other avoidance claim under the Bankruptcy Code) against any Person (ww) who is a Seller Subsidiary, (xx) who is a counterparty to an Assumed Contract, (yy) who holds an Assumed Liability, or (zz) who is an officer, director, employee or agent of any Seller and who is employed by Purchaser or any subsidiary of Purchaser immediately after the Closing who will be released by Purchaser; provided, however, that clauses (xx) and (yy) shall not include any claims, causes of action, choses in action, rights of recovery or setoff of any kind (including any preference or other avoidance claim under the Bankruptcy Code) that are unrelated to the applicable Assumed Contract or Assumed Liability;

(j) subject to Article XIII, all rights and claims under insurance policies with respect to the Purchased Assets;

(k) all of the following, to the extent owned by a Seller and relating to the DMX Business, along with all related income, royalties, damages and payments, if any, due or payable as of the Closing Date or thereafter: inventions, trademarks, service marks, trade dress,

trade names, logos and registrations and applications for a registration thereof together with all of the goodwill associated therewith, copyrights and copyrightable works and registrations and applications for the registration thereof, domain names, computer software, software source codes and object codes, data, data bases, documentation thereof, trade secrets and other confidential information, and all other intellectual property rights and intangible embodiments thereof (in whatever form or medium); together with all books, records, drawings and other indicia thereof, however evidenced; in each case including, without limitation, the items set forth on Schedule 2.01(k) attached hereto. For the avoidance of doubt, the Purchased Assets shall in all events exclude, (i) any materials containing information about employees, disclosure of which would violate the employee's rights of privacy or other employee rights under applicable Legal Requirement, (ii) any materials relating to Excluded Assets which are subject to attorney-client or any other privilege, and (iii) any software or other item of intangible property held by any Seller pursuant to a license or other Contract where Purchaser does not assume the underlying license or other Contract relating to such intangible personal property at the Closing;

(l) all of the shares of issued and outstanding capital stock (the "**Upper-Tier Foreign Stock**") held by any Seller in and to those Seller Subsidiaries listed upon Schedule 2.01(l) attached hereto (the "**Upper-Tier Foreign Subsidiaries**");

(m) the right to receive and retain mail relating to accounts receivable (except for the Other Excluded Accounts) and other communications;

(n) the right to bill and receive payment for services performed but unbilled or unpaid as of the Closing;

(o) to the extent of each Seller's interest therein, all advertising, marketing and promotional materials and all other related printed or written materials;

(p) all prepaid Taxes, Tax credits and claims for refunds of Taxes (other than prepaid income Taxes, income Tax credits, and claims for refunds for income Taxes of the Sellers) that relate to the Purchased Assets;

(q) all intercompany amounts owed by any Seller Subsidiary to any Seller or any Excluded Dormant Subsidiary, including, but not limited to, any such intercompany amounts listed in Part I on Schedule 7.27; and

(r) all goodwill of the DMX Business as a going concern that relates to the Purchased Assets.

Section 2.02 Excluded Assets. Notwithstanding the provisions of Section 2.01 or any other provision of this Agreement, the Purchased Assets shall not include any of the following assets, properties and/or rights of any Seller, all of which shall be deemed "**Excluded Assets**":

(a) all cash on hand (other than the Deposits), the Excluded Deposits, all L/C Cash Collateral (as defined in Section 5.05(b)) except as otherwise provided in Section 5.05(a), all restricted cash, and all cash in financial institutions, cash equivalents, and marketable securities and bonds, in each of the foregoing as determined in accordance with GAAP;


IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed by its duly authorized representative as of the day and year first above written.

**SELLERS:**

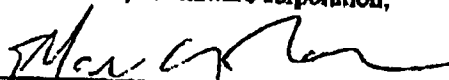
MAXIDE ACQUISITION, INC.; a Delaware corporation,

By:   
Name: MARK D. ROZELL  
Title: President and CEO


AEI MUSIC NETWORK, INC.; a Washington corporation;

By:   
Name: MARK D. ROZELL  
Title: President and CEO

DMX MUSIC, INC., a Delaware corporation;

By:   
Name: MARK D. ROZELL  
Title: President and CEO

TEMPO SOUND, INC., an Oklahoma corporation;

By:   
Name: MARK D. ROZELL  
Title: President and CEO

**PURCHASER:**

THP CAPSTAR, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**IN WITNESS WHEREOF**, each of the parties hereto has caused this Asset Purchase Agreement to be executed by its duly authorized representative as of the day and year first above written.

**SELLERS:**

MAXIDE ACQUISITION, INC.; a Delaware corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AEI MUSIC NETWORK, INC.; a Washington corporation;

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DMX MUSIC, INC., a Delaware corporation;

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TEMPO SOUND, INC., an Oklahoma corporation;

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

THP CAPSTAR, INC., a Delaware corporation

By: Paul D. Stone  
Name: Paul D. Stone  
Title: COO/CFO

**Schedule 2.01(k)**

**Schedule 2.01(k)**

**Seller's Intangible Property**

**Patents**

United States Patent-EXPERT SYSTEM FOR PLAYLIST GENERATION

Serial No. 09/543,576

Filing Date April 5, 2000

Handled by Jeff Haley of Graybeal Jackson Haley LLP. Remains in AEI MUSIC Network, Inc's name as we determined we did not want to incur the expense of transferring it into DMX MUSIC's name. This system is not currently used in our programming process.

**Trademarks (see attached)**

**Other Intangibles**

Other intangibles include Contract Acquisition tested and supported through year end audit. "Contract Acquisition" refers to the value assigned to the customer contracts that Maxide Acquisition, Inc. acquired in connection with its acquisition of AEI Music Network Inc. in May 2001. The net book value as of September 30, 2004 was \$44,074,519 and is being amortized over 10 years beginning in 2001.

**Domain Names**

dmxmusic.tv (held by DMX Music, Inc.)  
dmxmusic.cc (held by DMX Music, Inc.)  
dmxmusic.org (held by DMX Music, Inc.)  
dmxmusic.biz (held by DMX Music, Inc.)  
dmxmusic.info (held by DMX Music, Inc.)  
dmxmusic.us (held by DMX Music, Inc.)  
dmxsystems.com, .net and .org (held by DMX Music, Inc.)  
dmxmusic.com (held by DMX Music, Inc.)  
dmxinflight.com, .net and .org (held by DMX Music, Inc.)  
aeimusic.com (held by AEI Music Network Inc.)  
dmxmusicinc.com (held by DMX Music, Inc.)  
dmxmusicitogo.com (held by DMX Music, Inc.)  
dmxmusicnow.com (held by DMX Music, Inc.)  
dmx.ca (held by DMX Music, Inc.)  
dmxmusic.ca (held by DMX Music, Inc.)  
xtramusic.com (held by DMX Music, Inc.)  
xtramusic.net (held by DMX Music, Inc.)

# Index by Trademark DMX Music, Inc.

Trademark	Country	Class	App. No.	Reg. No.	Status	Current Owner
DJ						
DMX	Canada	000	731,160	TMA470,634	Registered	DMX Music, Inc.
	Argentina	041	1,847,795	1,625,379	Registered	International Cablecasting Technologies
	Australia	009	784475	784475	Registered	DMX, LLC
		038				
	Barbados	038	81/8451	81/8451	Registered	International Cablecasting Technologies
	Barbados	009	81/8450	81/8450	Registered	International Cablecasting Technologies
	Bolivia	009	12911	58193-C	Registered	International Cablecasting Technologies
	Bolivia	041	12914	58195-C	Registered	International Cablecasting Technologies
	Canada	000	693,506	TMA444,239	Registered	DMX Music, Inc.
	Chile	038	267051	437351	Registered	DMX Music, Inc.
	Chile	009	267052	448591	Registered	DMX, LLC
	China P.R.	038	94024622	803947	Registered	International Cablecasting Technologies
	Community Trademark	009	179093	179093	Registered	DMX Inc.
		038				
		041				
	Costa Rica	038	101133	101133	Registered	International Cablecasting Technologies
	Costa Rica	009	89299	89299	Registered	International Cablecasting Technologies
	Dominican Republic	066	82249	82249	Registered	DMX Inc.
	Dominican Republic	067	82248	82248	Registered	DMX Inc.
	Dominican Republic	070	89728	89728	Registered	DMX Inc.
	Ecuador	038	42720	DNP1086594MICIP	Registered	International Cablecasting Technologies



<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
DMX	Ecuador	009	42719	DNPI415394MICIP	Registered	International Cablecasting Technologies
	El Salvador	038	1307/94	40/92/8182	Registered	DMX Inc.
	El Salvador	009	45/95/91/92	50/149/102103	Registered	DMX Inc.
	Estonia	038	9310914	28246	Registered	DMX Inc.
		041				
	France	009	92418567	92418567	Registered	DMX Music, Inc.
		041				
	Germany	038	J29955/38Wz	2913722	Registered	DMX Music, Inc.
	Guatemala	038	94-0368	82501	Registered	DMX Inc.
	Guatemala	035			Pending	DMX Inc.
	Guatemala	041	94-0369	89182	Registered	DMX Inc.
	Guatemala	009	94-0356	86531	Registered	International Cablecasting Technologies
	Israel	041	88145	88145	Registered	DMX Music, Inc.
	Italy	009	RM2002C003077	637606	Registered	DMX Music, Inc.
		041				
	Japan	038	04-281462	3096956	Registered	International Cablecasting Technologies
	Japan	041	04-281463	3176268	Registered	International Cablecasting Technologies
	Latvia	009	M-94-337	M34842	Registered	DMX Music, Inc.
		038				
	Lithuania	009	ZP14493	24941	Registered	DMX Inc.
		038				
	Mexico	009	129276	411948	Registered	DMX, LLC
	Mexico	041	129277	413690	Registered	DMX, LLC

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
DMX	Morocco	009 038	52689	52689	Registered	International Cablecasting Technologies
	New Zealand	009	258472	258472	Registered	DMX Music, Inc.
	New Zealand	041	258473	258473	Registered	DMX Music, Inc.
	Norway	009 041	920852	156759	Registered	International Cablecasting Technologies
	Panama	009	071314	71314	Registered	International Cablecasting Technologies
	Panama	041	071316	71316	Registered	International Cablecasting Technologies
	Paraguay	038	20561	169567	Registered	International Cablecasting Technologies
	Paraguay	009	20562	169566	Registered	International Cablecasting Technologies
	Portugal	009	280447	280447	Registered	DMX Music, Inc.
	Portugal	041	280448	280448	Registered	DMX Music, Inc.
	Puerto Rico	009	N/A	34696	Registered	DMX Music, Inc.
	Puerto Rico	038	N/A	34694	Registered	DMX Music, Inc.
	Romania	009 038	31118	24146	Registered	DMX Music, Inc.
	South Africa	038	93/8835	93/8835	Registered	DMX Music, Inc.
	South Africa	009	93/8834	93/8834	Registered	DMX Music, Inc.
	South Africa	041	93/8836	93/8836	Registered	DMX Music, Inc.
	South Korea	009	93-043855	321834	Registered	International Cablecasting Technologies
	South Korea	038	93-007496	28316	Registered	International Cablecasting Technologies

*Trademark*      *Country*      *Class*      *App. No.*      *Reg. No.*      *Status*      *Current Owner*

DMX

Spain	041	1684574	1684574	Registered	DMX Music, Inc.
Spain	038	1797203	1797203	Registered	DMX Music, Inc.
Spain	009	1684573	1684573	Registered	DMX Music, Inc.
Tangier	009	9417	9417	Registered	International Cablecasting Technologies
	038				
Turkey	009	1998	158442	Registered	International Cablecasting Technologies
United States	009	74/222,055	1,736,237	Registered	DMX Music, Inc.
	041				
Venezuela	038	19792	S-002002	Registered	International Cablecasting Technologies
Venezuela	009	19791	P-180543	Registered	International Cablecasting Technologies

*DMX and DMX TRIANGLE MAN DESIGN*

New Zealand	041	214889	214889	Registered	International Cablecasting Technologies
New Zealand	009	214888	214888	Registered	International Cablecasting Technologies

*DMX AXIS*

United States	041	75/684,707	2,525,660	Registered	DMX Music, Inc.
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*DMX DIGITAL MUSIC EXPRESS*

Bermuda	038	0030627	30627	Registered	DMX, LLC
Jamaica	016	16/2818	B38338	Registered	DMX, LLC

*DMX DJ*

Canada	000	731,165	TMA470,340	Registered	DMX Music, Inc.
United States	009	74/424,870	1,901,499	Registered	DMX Music, Inc.

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
<i>DMX FOR BUSINESS</i>						
	Guatemala	035	96-9906	110503	Registered	DMX, LLC
	Guatemala				Pending	DMX, LLC
<i>DMX MUSIC</i>						
	Community Trademark	009			Pending	DMX Music, Inc.
		035				
		038				
		041				
	United States	009			Pending	DMX Music, Inc.
	United States	035			Pending	DMX Music, Inc.
	United States	038			Pending	DMX Music, Inc.
	United States	041			Pending	DMX Music, Inc.
<i>DMX MUSIC &amp; Design</i>						
	Argentina	038	2,288,060	1,850,012	Registered	DMX Music, Inc.
	Brazil	038			Pending	DMX Music, Inc.
	Canada	000	1,061,214	TMA568,420	Registered	DMX Music, Inc.
	Chile	038			Pending	DMX Music, Inc.
	Israel	038	140582	140582	Registered	DMX Music, Inc.
	Mexico	038	437053	671231	Registered	DMX Music, Inc.
	South Africa	038	2000/10710	2000/10710	Registered	DMX Music, Inc.
	United States	038	75/829,791	2,568,018	Registered	DMX Music, Inc.
		041				

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
<i>DMX MUSIC &amp; Design (Black &amp; Red)</i>						
	United States	038	75/829,792	2,565,797	Registered	DMX Music, Inc.
		041				
<i>DMX TRIANGLE MAN Design</i>						
	Australia	038	567018	567018	Registered	DMX, LLC
	Australia	009	567017	567017	Registered	DMX, LLC
	Barbados	038	81/8449	81/8449	Registered	International Cablecasting Technologies
	Barbados	009	81/8448	81/8448	Registered	International Cablecasting Technologies
	Bolivia	009	12915	58192-C	Registered	International Cablecasting Technologies
	Bolivia	041	12913	58196-C	Registered	International Cablecasting Technologies
	Canada	000	693,498	TMA444,238	Registered	DMX Inc.
	China P.R.	038	94024621	803948	Registered	International Cablecasting Technologies
	China P.R.	009	94024623	822507	Registered	International Cablecasting Technologies
	Community Trademark	009	180588	180588	Registered	DMX Inc.
		038				
		041				
	Costa Rica	009	101514	101514	Registered	International Cablecasting Technologies
	Costa Rica	038	93567	93567	Registered	International Cablecasting Technologies
	Dominican Republic	067	82250	82250	Registered	DMX Inc.
	Dominican Republic	066	82252	82252	Registered	DMX Inc.
	Dominican Republic	070	82251	82251	Registered	DMX Inc.
	El Salvador	009	1310/94	176/93/3534	Registered	International Cablecasting Technologies

*Trademark*      *Country*      *Class*      *App. No.*      *Reg. No.*      *Status*      *Current Owner*

*DMX TRIANGLE MAN Design*

El Salvador	038	1311/94	38/93/77/78	Registered	International Cablecasting Technologies
Estonia	009	9310915	18993	Registered	DMX Inc.
	038				
	041				
Great Britain	041	1492215	1492215	Registered	DMX Inc.
Great Britain	009	1492214	1492214	Registered	DMX Inc.
Guatemala	009	94-0376	86528	Registered	International Cablecasting Technologies
Guatemala	041	94-0375	86529	Registered	International Cablecasting Technologies
Guatemala	038	94-0377	76733	Registered	DMX Inc.
Japan	041	04-281466	3176269	Registered	International Cablecasting Technologies
Japan	009	04-281464	3084153	Registered	International Cablecasting Technologies
Japan	038	04-281465	3185542	Registered	International Cablecasting Technologies
Mexico	041	230843	517055	Registered	DMX Inc.
Mexico	009	230842	518503	Registered	DMX Inc.
Morocco	009	52942	52942	Registered	International Cablecasting Technologies
	038				
New Zealand	009	214891	214891	Registered	DMX Inc.
New Zealand	041	214892	214892	Registered	DMX Inc.
Panama	041	071313	71313	Registered	International Cablecasting Technologies
Panama	009	071312	71312	Registered	International Cablecasting Technologies
South Korea	009	93-043854	321833	Registered	International Cablecasting Technologies

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
<i>DMX TRIANGLE MAN Design</i>						
	Spain	009	1684575	1684575	Registered	DMX Music, Inc.
	Spain	041	1684576	1684576	Registered	DMX Music, Inc.
	Switzerland	009	395.825	395.825	Registered	International Cablecasting Technologies
	Tangier	009	9590	9590	Registered	International Cablecasting Technologies
		038				
	Trinidad	009	22164	22164	Registered	International Cablecasting Technologies
	Venezuela	009	19794	P-180544	Registered	International Cablecasting Technologies
	Venezuela	038	19795	S-002003	Registered	International Cablecasting Technologies
<i>DMX WORLD LOGO</i>						
	Benelux	009	853109	579498	Registered	DMX Inc.
		038				
	Great Britain	009	2018276	2018276	Registered	DMX, LLC
		038				
	Guatemala	035			Pending	International Cablecasting Technologies
	United States	038	75/976,097	2,086,618	Registered	DMX Music, Inc.
<i>MALLNET</i>						
	United States	036	75/599,716	2,483,898	Registered	DMX Music, Inc.
		038				
<i>MALLNET &amp; Design</i>						
	United States	038	75/722,564	2,420,736	Registered	DMX Music, Inc.

*Trademark*      *Country*      *Class*      *App. No.*      *Reg. No.*      *Status*      *Current Owner*

*MUSIC TOO*

United States      009      75/682,336      2,908,880      Registered      DMX Music, Inc.  
 041

*MUSIC TOO (Stylized)*

United States      038      75/841,543      2,445,947      Registered      DMX Music, Inc.  
 041

*PROFUSION*

Brazil      038      Pending      Pending      DMX Music, Inc.  
 Brazil      041      Pending      Pending      DMX Music, Inc.  
 Brazil      009      Pending      Pending      DMX Music, Inc.  
 Brazil      035      Pending      Pending      DMX Music, Inc.

*REDITUNE*

Austria      009      AM 661/2004      219 752      Registered      DMX Music, Inc.  
 035  
 038  
 041



# Index by Trademark AEI Music Network Inc.

Trademark Country Class App. No. Reg. No. Status Current Owner

AEI

Argentina	041	2193568	1,943,447	Registered	AEI Music Network Inc.
Argentina	038	2193567	1,943,439	Registered	AEI Music Network Inc.
Chile	041	449,566	553,040	Registered	AEI Music Network Inc.
Chile	038	449,565	553,041	Registered	AEI Music Network Inc.
Chile	009	449,564	553,042	Registered	AEI Music Network Inc.
Colombia	038	98076199	245506	Registered	AEI Music Network Inc.
Colombia	041	98076198	245507	Registered	AEI Music Network Inc.
Colombia	009	98076200	246672	Registered	AEI Music Network Inc.
Community Trademark	009	203869	203869	Registered	AEI Music Network Inc.
	037				
	038				
	039				
	041				
	042				
Japan	009	H10-032425	4346954	Registered	AEI Music Network Inc.
	038				
Peru	038	98891	21706	Registered	AEI Music Network Inc.
Peru	041	98892	21744	Registered	AEI Music Network Inc.
Puerto Rico	009	49,354	49,354	Registered	AEI Music Network Inc.
Puerto Rico	038	49,355	49,355	Registered	AEI Music Network Inc.
Puerto Rico	041	48,485	48,485	Registered	AEI Music Network Inc.

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
<i>AEI</i>	United States	035	75/502,008	2,353,182	Registered	AEI Music Network Inc.
		037				
		040				
			042			
	United States	035	75/502,000	2,511,362	Registered	AEI Music Network Inc.
		038				
		041				
	United States	038	75/502,428	2,353,183	Registered	AEI Music Network Inc.
		009	75/502,289	2,484,141	Registered	AEI Music Network Inc.
	Uruguay	009	319,152	319,152	Registered	AEI Music Network Inc.
		038				
		041				
<i>AEI &amp; Design</i>	Venezuela	009	182/2000	P-232,864	Registered	AEI Music Network Inc.
	Venezuela	041	181/2000	S-17,079	Registered	AEI Music Network Inc.
	Venezuela	038	180/2000	S-17,078	Registered	AEI Music Network Inc.
<i>AEI MUSIC</i>	Canada	000	535,867	TMA313,486	Registered	AEI Music Network Inc.
	Argentina	009	2193569	1,779,617	Registered	AEI Music Network Inc.
	Japan	041			Pending	AEI Music Network Inc.

Trademark	Country	Class	App. No.	Reg. No.	Status	Current Owner
<i>AEI MUSIC &amp; Design</i>						
	Australia	041	628009	628009	Registered	AEI Music Network Inc.
	Canada	000	662,878	TMA396,989	Registered	AEI Music Network Inc.
	Community Trademark	009 037	203935	203935	Registered	AEI Music Network Inc.
		038				
		039				
		041				
		042				
	Denmark	009 041	VA 02,899 1994	VR 03,257 1997	Registered	AEI Music Network Inc.
	Great Britain	041	1569444	1569444	Registered	AEI Music Network Inc.
	New Zealand	009	236229	236229	Registered	AEI Music Network Inc.
	New Zealand	041	236230	236230	Registered	AEI Music Network Inc.
	Norway	009 041	94,2361	180,471	Registered	AEI Music Network Inc.
	Sweden	009 041	94-4285	301 776	Registered	AEI Music Network Inc.
	United States	009 038	73,786,080	1,586,576	Registered	AEI Music Network Inc.
	United States	037 042	74/016,144	1,617,971	Registered	AEI Music Network Inc.

Trademark	Country	Class	App. No.	Reg. No.	Status	Current Owner
<i>AEI REDIFFUSION MUSIC</i>						
	Community Trademark	009 037 038 039 041 042	203919	203919	Registered	AEI Music Network Inc.
	Denmark	009 041	VA 03.106 1994	VR 03.258 1997	Registered	AEI Music Network Inc.
	Great Britain	009 041	1570191 and 1570192	1570192	Registered	AEI Music Network Inc.
	Norway	009 041	94.2503	180.331	Registered	AEI Music Network Inc.
	Sweden	009 041	94-4602	330551	Registered	AEI Music Network Inc.
<i>AEI REDITUNE MUSIC</i>						
	Austria	009 041	AM 2034/94	154,246	Registered	AEI Music Network Inc.
	Community Trademark	009 036 037 038 039 041 042	203901	203901	Registered	AEI Music Network Inc.

*Trademark Country Class App. No. Reg. No. Status Current Owner*

*AEI REDITUNE MUSIC & Design*

Germany	009	56233.9WZ	2096549	Registered	Reditune Music GmbH Co.
Austria	038 041	AM 3004/95	162.867	Registered	AEI Music Network Inc.
Benelux	038 042	849 305	574 089	Registered	AEI Music Network Inc.
Denmark	038 041	4053/95	4926/95	Registered	AEI Music Network Inc.
Germany	038 041	39522536.1	39522536.1	Registered	AEI Music Network Inc.
Norway	038 041	95 3302	173662	Registered	AEI Music Network Inc.
Spain	041	1,991,620	1,991,620	Registered	AEI Music Network Inc.
Spain	038	1,987,775	1,987,775	Registered	AEI Music Network Inc.
Canada	000	535,868	TMA311,603	Registered	AEI Music Network Inc.
United States	009	260,049	1,166,317	Registered	AEI Music Network Inc.
United States	009	74/692,582	2,080,621	Registered	AEI Music Network Inc.
United States	009	74/692,742	2,302,337	Registered	AEI Music Network Inc.

*NOVATONE*

*PRODISC*

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
PROFUSION	Australia	009	869648	869648	Registered	AEI Music Network Inc.
		035				
		038				
		041				
	Canada	000			Pending	AEI Music Network Inc.
	Community Trademark	009	1752997	1752997	Registered	AEI Music Network Inc.
		035				
		038				
		041				
	Japan	009	2002-023384	4747663	Registered	DMX Music, Inc.
	Japan	035			Pending	AEI Music Network Inc.
		038				
		041				
	New Zealand	009	631261	631261	Registered	AEI Music Network Inc.
New Zealand	038	631263	631263	Registered	AEI Music Network Inc.	
New Zealand	041	631264	631264	Registered	AEI Music Network Inc.	
New Zealand	035	631262	631262	Registered	AEI Music Network Inc.	
United States	009			Pending	AEI Music Network Inc.	
United States	038	75/889,883	2,851,117	Registered	AEI Music Network Inc.	
United States	041	75/889,884	2,847,702	Registered	AEI Music Network Inc.	

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. No.</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Current Owner</i>
<i>PROPAC 4</i>	Australia	009	A594545	A594545	Registered	AEI Music Network Inc.
	Great Britain	009	1524938	1524938	Registered	AEI Music Network Inc.
	New Zealand	009	224410	224410	Registered	AEI Music Network Inc.
	United States	009	500,111	1,358,971	Registered	AEI Music Network Inc.
<i>SOUNDCOM</i>	Australia	009	768471	768471	Registered	AEI Music Network Inc.
		038				
		041				