

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Independent Musicians' Charitable Remainder Trust		08/01/2008	a charitable remainder unitrust: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audio & Video Labs, Inc.		
<b>Doing Business As:</b>	DBA Disc Makers		
<b>Street Address:</b>	7905 N. Rt. 130		
<b>City:</b>	Pennsauken		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08110		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3551953	CD BABY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)299-2150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.299.2000		
<b>Email:</b>	dfowler@foxrothschild.com		
<b>Correspondent Name:</b>	Gary A. Hecht/Fox Rothschild LLP		
<b>Address Line 1:</b>	2000 Market Street, Tenth Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-3291		
<b>ATTORNEY DOCKET NUMBER:</b>	T35904 USA (37574.00061)		
<b>NAME OF SUBMITTER:</b>	Deborah Fowler		
<b>Signature:</b>	/Deborah Fowler/		

OP \$40.00 3551953

Date:

05/11/2009

**Total Attachments: 5**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of August 1, 2008, by and among each of CD Baby, Inc., a Nevada corporation, HostBaby Inc., an Oregon corporation, MusicBaby, LLC, a Wyoming limited liability company, the Independent Musician's Charitable Remainder Trust, a charitable remainder unitrust governed by the laws of the State of Oregon, and Derek Sivers (each an "*Assignor*," and collectively, the "*Assignor*") and Audio & Video Labs, Inc. d/b/a Disc Makers, a New Jersey corporation ("*Assignee*") (each a "*Party*," and collectively, the "*Parties*").

WHEREAS, Assignor has developed certain intellectual property relating to the business of acquiring, warehousing, marketing and selling certain optical discs and other physical media, providing web hosting services for artists, and digital aggregation (including acquiring, encoding and distributing digital media files) services of audio content for sale on the business' websites and through other third party websites (collectively, the "*Business*"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to such intellectual property.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to all intellectual property pertaining to the Business and/or relevant to the future business operations of Assignee (collectively, "*Rights*"), including, but not limited to, the following:

a. all patent rights, including, but not limited to, all provisional and nonprovisional applications for patents, utility models, designs or other industrial property rights that incorporate, embody, describe or are otherwise relevant to technology within the Business or useful in the future business operations of Assignee, and any patents that are or may be granted therefrom or based thereon, whether in the United States or any other country or jurisdiction, including, without limitation, any continuations, continuations-in-part, divisions, reissues, reexaminations, renewals, provisionals, nonprovisionals, revisions, substitutes and extensions thereof;

b. all copyright rights, including, but not limited to, all copyrighted or copyrightable works that contain, embody, describe or otherwise pertain, in whole or in part, to technology within the Business or useful in the future business operations of Assignee, and all applications for copyright registration and any copyright registrations that are or may be granted therefrom, whether in the United States or any other country or jurisdiction, including, without limitation, all renewals and extensions thereof;

c. all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "*moral rights*" ("*Moral Rights*"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignor hereby waives such Moral Rights and consents to any action of Assignee, its successors and assigns, that would violate such Moral Rights in the absence of such consent;

d. all trademarks rights, including, but not limited to, all trademarks, service marks, trade names, domain names, logos, and trade dress relating to the Business or useful in the future business operations of Assignee, together with all translations, adaptations, derivations and combinations thereof, and any common law rights therein and goodwill associated therewith, and all corresponding applications for trademark registration, and any trademark registrations that are or may be granted

**TRADEMARK**

therefrom, whether in the United States or any other country or jurisdiction;

e. all computer code embodying, describing or otherwise relevant, in whole or in part, to technology within the Business or useful in the future business operations of Assignee (including, without limitation, source and object code), in whatever form or medium, including any proprietary rights therein and all related documentation and other materials related to the computer code;

f. all trade secrets, know-how, technology and other confidential business information embodying, describing or otherwise relevant, in whole or in part, to technology within the Business or useful in the future business operations of Assignee, however embodied or documented;

g. all notes, analysis, compilations, studies, summaries, and other material prepared by or for Assignor containing or based on, in whole or in part, any information included in any of the foregoing subsections (a) through (t), however documented;

h. all similar or equivalent rights to any of the subject matter of the foregoing subsections (a) through (g), or to any other forms of intellectual property or proprietary rights, anywhere in the world; and

i. all rights and privileges pertaining to the subject matter of subsections (a) through (h), including, without limitation, all causes of action, claims, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world.

2. Protection. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to make applications for patent, trademark, copyright or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority or in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

3. Further Assurances. Assignor further agrees that Assignor will: (a) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications; (b) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the Rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

4. General.

a. *Notices.* All notices required under this Assignment shall be in writing and shall be by personal delivery, facsimile transmission, international courier with tracking capabilities or by certified or registered mail, return receipt requested, and shall be deemed given upon receipt of delivery. Notices and payments hereunder shall be sent to the addresses set forth at the beginning of this Assignment or such other address as either party may specify in writing.

b. *Waiver.* The failure of a party to require performance by another party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

c. *Severability.* If any provision of this Assignment is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Assignment will continue in full force and effect and enforceable.

d. *Controlling Law; Jurisdiction.* This Assignment shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. The parties specifically submit themselves to the jurisdiction of the state and federal courts sitting in the State of New York and each agrees that said courts have the sole and exclusive jurisdiction over any and all disputes and causes of action between them. Both parties agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by the State of New York or U.S. federal law.

e. *Entire Agreement; Modification.* This Assignment constitutes the entire agreement between the parties concerning the subject matter hereof. This Assignment replaces and fully supersedes any prior verbal or written understandings, communications, or representations between the parties. This Assignment shall not be modified except by a subsequently dated written amendment signed by a duly authorized representative of each party.

f. *Counterparts.* This Assignment may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed as an instrument under seal by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR  
CD BABY, INC.

By: Derek Sivers  
Name: Derek Sivers  
Title: president

HOSTBABY INC.

By: Derek Sivers  
Name: Derek Sivers  
Title: president

MUSICBABY, LLC

By: Derek Sivers  
Name: Derek Sivers  
Title: president

INDEPENDENT MUSICIANS' CHARITABLE  
REMAINDER TRUST

By: Derek Sivers  
Name: Derek Sivers  
Title: president

DEREK SIVERS

Derek Sivers

*Signature Page to the Assignment of Intellectual Property*

TRADEMARK  
REEL: 003984 FRAME: 0745

**ASSIGNEE**  
**AUDIO & VIDEO LABS, INC.**

By: 

Name: William A. van Veen

Title: President

*Signature Page to the Assignment of Intellectual Property*