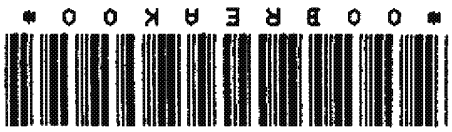
Exhibit UMPG-117B



SIGNED AGREEMENTS



Copyright Office of the United States

THE LIBRARY OF CONGRESS

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VOLUME	PAGE
2907	488
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UNITED STATES COPYRIGHT OFFICE ★ THE LIBRARY OF CONGRESS ★

OFFICIAL SEAL

Register of Copyrights and Associate Librarian for Copyright Services

Certificate of Recordation
C-762 October 1992—50,000

ASSIGNMENT VOL 2907 PAGE 488

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, subject to the terms and conditions of the Co-Publishing Agreement between Good Crab Musical Corporation and Polygram International Publishing, Inc. dated March 24, 1993, hereby sells, assigns, transfers, and sets over to PolyGram International Publishing, Inc. fifty percent (50%) the undersigned's right, title and interest in the musical compositions listed on Exhibit A attached hereto and by this reference incorporated herein and, further, including without limitation, the ownership of all copyrights therein and any and all rights under the copyrights for the full term of copyright and any extensions or renewals or reversions thereof in the United States and elsewhere throughout the world and universe; any and all versions and derivative works of said musical compositions and any and all copyrights and renewals, extensions and reversions of copyrights in such other versions or derivative works; any and all causes of action for infringement of the same, past, present and future; any and all proprietary rights; and all the proceeds from the foregoing accrued and unpaid and hereafter accruing.

If any provisions of this instrument of transfer shall be held void, invalid or inoperative, no other provisions of this instrument of transfer shall be affected as a result thereof and, accordingly, the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this 24 day of March, 1993.

GOOD CRAB MUSICAL CORPORATION

By: _____

Exhibit "A"

VOL 2907 PAGE 489

Title	Writer	%
Freedom Is A Word	Joe Brooks	100%
American Dreamer	Joe Brooks	100%

BRKS.CL1
03/02/93

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned, subject to the terms and conditions of the Co-Publishing Agreement between Good Crab Musical Corporation and Polygram International Publishing, Inc. dated March 24, 1993, hereby sells, assigns, transfers, and sets over to PolyGram International Publishing, Inc. fifty percent (50%) the undersigned's right, title and interest in the musical compositions listed on Exhibit A attached hereto and by this reference incorporated herein and, further, including without limitation, the ownership of all copyrights therein and any and all rights under the copyrights for the full term of copyright and any extensions or renewals or reversions thereof in the United States and elsewhere throughout the world and universe; any and all versions and derivative works of said musical compositions and any and all copyrights and renewals, extensions and reversions of copyrights in such other versions or derivative works; any and all causes of action for infringement of the same, past, present and future; any and all proprietary rights; and all the proceeds from the foregoing accrued and unpaid and hereafter accruing.

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By: _____

Exhibit "A"

Title	Writer	%
Freedom Is A Word	Joe Brooks	100%
American Dreamer	Joe Brooks	100%

BRKS.CL1
03/02/93

PolyGram Music Publishing Group

Fax (213) 856-2664
Telephone (213) 856-2776

1416 North La Brea Avenue
Los Angeles, CA 90028

FAX COVER SHEET

DATE: December 3, 1992

TO: Howard L. Wattenberg, Esq.

FROM: Lisa Jacobs

RE: JOE BROOKS assignment

It has been brought to my attention that Mr. Brooks has been inquiring if the copyright assignment had been returned from the Copyright Office yet. Please advise Mr. Brooks that assignments take up to 9 - 10 months to return from the Copyright Office and his assignment was mailed around July 31, 1992.

Thank you.

Regards,

lisa

Lisa Jacobs
Copyright Manager

cc: Jeffrey J. Brabec
Joan Schulman

TOTAL NUMBER OF PAGES, INCLUDING COVER SHEET: 1

NOTE: IF TRANSMISSION IS INCOMPLETE OR UNCLEAR, PLEASE CALL
(213) 856-2776 AS SOON AS POSSIBLE

PolyGram Music Publishing Group

PolyGram International Publishing, Inc. (ASCAP) Songs of PolyGram International, Inc. (BMI) PolyGram International Tunes, Inc. (SESAC)

JEFFREY J. BRABEC
VICE PRESIDENT BUSINESS AFFAIRS

M E M O R A N D U M

DATE: December 2, 1992

TO: ~~Joan~~ Joan

FROM: Jeff

RE: Joe Brooks

****

Howard Wattenberg was wondering if the copyright assignments had been returned from the Copyright Office yet. Brooks has been calling every other day even though Howard has advised him that return of the assignments takes months.

Thanks.

Jeffrey J. Brabec

JJB:acd
joan3

1416 NORTH LA BREA AVENUE, LOS ANGELES, CA 90028 TEL (213) 856-2776 FAX (213) 856-2664

WATTENBERG, HOWARD L. (212) 554-0418
GRUBMAN INDURSKY DIRECT NUMBER
152 W 57th St - FLR 30 & 31
NYC NY 10019
General # 212/554-0400
FAX 554-0444 + 0429

7/31/02

PolyGram Music Publishing Group

PolyGram International Publishing, Inc. (ASCAP) Songs of PolyGram International, Inc. (BMI) PolyGram International Tunes, Inc. (SESAC)

JOAN SCHULMAN
VICE PRESIDENT
ADMINISTRATION & LICENSING

August 26, 1992

Sherry Cameron
Porter Music Box Co.
Sunset Hill
RR2, Box 27A
Randolph, Vermont 05060

Re: A&N MUSIC CORP.

Dear Sherry:

Per your request, enclosed please find a "Notice of Assignment of Copyright" signed on behalf of A&N Music Corp. which is self-explanatory.

Please let me know if you require anything further.

Thank you.

Sincerely yours,

Joan Schulman

JS/rb

Enclosure

1416 NORTH LA BREA AVENUE, LOS ANGELES, CA 90028 TEL (213) 856-2776 FAX (213) 856-2664

July 16, 1992

TO WHOM IT MAY CONCERN:

Re: Notice of Assignment of Copyright and Administration Rights

Gentlemen:

Please be advised that effective July 16, 1992, POLYGRAM INTERNATIONAL PUBLISHING, INC. has acquired a one hundred percent (100%) interest in (and the right to administer) all of the right, title and interest of the undersigned, in and to the musical compositions listed on Exhibit A hereto (the "Compositions").

All income of any nature, regardless of when earned, in respect of the Compositions is payable to POLYGRAM INTERNATIONAL PUBLISHING, INC. or its designated representative.

All statements, checks and correspondence relevant to the Compositions are to be directed to SONGS OF POLYGRAM INTERNATIONAL PUBLISHING, INC., 1416 North La Brea Avenue, Los Angeles, California 90028.

Please mark your records accordingly and acknowledge receipt of this notification by signing the enclosed copy and returning it to POLYGRAM INTERNATIONAL PUBLISHING, INC. at the address noted in the preceding paragraph.

Yours truly,

A&N MUSIC CORP.

By _____
JOSEPH BROOKS

ACKNOWLEDGED BY:

_____

wrtr-ag\brook.ci6
7/14/92

EXHIBIT "A"

COMPOSITIONS	WRITER(S)	A&N INTEREST
"CALIFORNIA"	JOSEPH BROOKS	100%
"CAN YOU BELIEVE YOU'RE IN LOVE"	JOSEPH BROOKS	50%
"COME SHARE MY LOVE"	JOSEPH BROOKS	100%
"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
"EASY NOW"	JOSEPH BROOKS	50%
"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
"GYPSY WOMAN"	JOSEPH BROOKS	50%
"HEADING FOR BROADWAY"	JOSEPH BROOKS	100%
"HEY EVERYBODY"	JOSEPH BROOKS	100%
"I WILL SHINE ON"	JOSEPH BROOKS	100%
"IF EVER I SEE YOU AGAIN"	JOSEPH BROOKS	100%
"LORDS OF FLATBUSH"	JOSEPH BROOKS	50%
"MICOL'S THEME"	JOSEPH BROOKS	100%
"MORNING OF MY LIFE"	JOSEPH BROOKS	100%
"MORNING OF YOUR LIFE, THE"	JOSEPH BROOKS	100%
"OH WHAT A NIGHT FOR LOVE"	JOSEPH BROOKS	50%
"ROCK & ROLL SONG, A"	JOSEPH BROOKS	100%
"ROCK N ROLL MUSIC"	JOSEPH BROOKS	50%
"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	50%
"VERY FINE DAY"	JOSEPH BROOKS	50%
"WAKE UP"	JOSEPH BROOKS	100%
"WEDDING SONG"	JOSEPH BROOKS	50%
"WHEN ITS OVER"	JOSEPH BROOKS	100%
"YOU AND ME"	JOSEPH BROOKS	50%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	75%

Brooks, Joe

Copyright Office of the United States

THE LIBRARY OF CONGRESS

Certificate of Recordation

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2792	387
VOLUME	PAGE
2792	388

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Register of Copyrights and Associate Librarian for Copyright Services

Certificate of Recordation
C-762 October 1992—50,000

VOL2792 PAGE387

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby sells, assigns, transfers, and sets over to PolyGram International Publishing, Inc. one hundred percent (100%) of all the undersigned's right, title and interest in and to the musical compositions listed on Exhibit A attached hereto and by this reference incorporated herein and, further, including without limitation, the ownership of all copyrights therein and any and all rights under the copyright for the full term of copyright and any extensions or renewals or reversions thereof in the United States and elsewhere throughout the world and universe; any and all versions and derivative works of said musical compositions and any and all copyrights and renewals, extensions and reversions of copyrights in such other versions or derivative works; any and all causes of action for infringement of the same, past, present and future; any and all proprietary rights; and all the proceeds from the foregoing accrued and unpaid and hereafter accruing.

If any provisions of this instrument of transfer shall be held void, invalid or inoperative, no other provisions of this instrument of transfer shall be affected as a result thereof and, accordingly, the remaining provisions of this instrument of transfer shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this 16th day of July, 1992.

A & N MUSIC CORP.

By: _____
JOSEPH BROOKS,
President

wrtr-ag\brook.cl6
7/14/92

EXHIBIT "A"

VOL 2792 PAGE 388

COMPOSITIONS	WRITER(S)	A&N INTEREST
"CALIFORNIA"	JOSEPH BROOKS	100%
"CAN YOU BELIEVE YOU'RE IN LOVE"	JOSEPH BROOKS	100%
"COME SHARE MY LOVE"	JOSEPH BROOKS	100%
"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
"EASY NOW"	JOSEPH BROOKS	100%
"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
"GYPSY WOMAN"	JOSEPH BROOKS	50%
"HEADING FOR BROADWAY"	JOSEPH BROOKS	50%
"HEY EVERYBODY"	JOSEPH BROOKS	100%
"I WILL SHINE ON"	JOSEPH BROOKS	100%
"IF EVER I SEE YOU AGAIN"	JOSEPH BROOKS	100%
"IF EVERY I SEE YOU AGAIN"	JOSEPH BROOKS	100%
"LORDS OF FLATBUSH"	JOSEPH BROOKS	100%
"MICOL'S THEME"	JOSEPH BROOKS	100%
"MORNING OF MY LIFE"	JOSEPH BROOKS	50%
"MORNING OF YOUR LIFE, THE"	JOSEPH BROOKS	100%
"OH WHAT A NIGHT FOR LOVE"	JOSEPH BROOKS	50%
"ROCK & ROLL SONG, A"	JOSEPH BROOKS	100%
"ROCK N ROLL MUSIC"	JOSEPH BROOKS	50%
"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	50%
"VERY FINE DAY"	JOSEPH BROOKS	50%
"WAKE UP"	JOSEPH BROOKS	100%
"WEDDING SONG"	JOSEPH BROOKS	50%
"WHEN ITS OVER"	JOSEPH BROOKS	50%
"YOU AND ME"	JOSEPH BROOKS	50%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	75%

PolyGram Music Publishing Group

PolyGram International Publishing, Inc. (ASCAP) Songs of PolyGram International, Inc. (BMI) PolyGram International Tunes, Inc. (SESAC)

JOAN SCHULMAN
VICE PRESIDENT
ADMINISTRATION & LICENSING

September 3, 1992

Ernestine Cade
Documents Unit, LM-462
Copyright Office
Library of Congress
Washington, D.C. 20559

Re: JOSEPH BROOKS

Dear Ms. Cade:

Per your conversation of today with Lisa Jacobs in this office, enclosed please find the (correct) Exhibit "A" to be attached to the Assignment sent on July 31st in place of the Exhibit "A" originally attached.

Many thanks for your help.

Sincerely yours,

Joan Schulman

JS/rb

Attachment

1416 NORTH LA BREA AVENUE, LOS ANGELES, CA 90028 TEL (213) 856-2776 FAX (213) 856-2664

EXHIBIT "A"

COMPOSITIONS	WRITER(S)	A&N INTEREST
"CALIFORNIA"	JOSEPH BROOKS	100%
"CAN YOU BELIEVE YOU'RE IN LOVE"	JOSEPH BROOKS	50%
"COME SHARE MY LOVE"	JOSEPH BROOKS	100%
"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
"EASY NOW"	JOSEPH BROOKS	50%
"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
"GYPSY WOMAN"	JOSEPH BROOKS	50%
"HEADING FOR BROADWAY"	JOSEPH BROOKS	100%
"HEY EVERYBODY"	JOSEPH BROOKS	100%
"I WILL SHINE ON"	JOSEPH BROOKS	100%
"IF EVER I SEE YOU AGAIN"	JOSEPH BROOKS	100%
"LORDS OF FLATBUSH"	JOSEPH BROOKS	50%
"MICOL'S THEME"	JOSEPH BROOKS	100%
"MORNING OF MY LIFE"	JOSEPH BROOKS	100%
"MORNING OF YOUR LIFE, THE"	JOSEPH BROOKS	100%
"OH WHAT A NIGHT FOR LOVE"	JOSEPH BROOKS	50%
"ROCK & ROLL SONG, A"	JOSEPH BROOKS	100%
"ROCK N ROLL MUSIC"	JOSEPH BROOKS	50%
"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	50%
"VERY FINE DAY"	JOSEPH BROOKS	50%
"WAKE UP"	JOSEPH BROOKS	100%
"WEDDING SONG"	JOSEPH BROOKS	50%
"WHEN ITS OVER"	JOSEPH BROOKS	100%
"YOU AND ME"	JOSEPH BROOKS	50%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	75%

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby sells, assigns, transfers, and sets over to PolyGram International Publishing, Inc. one hundred percent (100%) of all the undersigned's right, title and interest in and to the musical compositions listed on Exhibit A attached hereto and by this reference incorporated herein and, further, including without limitation, the ownership of all copyrights therein and any and all rights under the copyright for the full term of copyright and any extensions or renewals or reversions thereof in the United States and elsewhere throughout the world and universe; any and all versions and derivative works of said musical compositions and any and all copyrights and renewals, extensions and reversions of copyrights in such other versions or derivative works; any and all causes of action for infringement of the same, past, present and future; any and all proprietary rights; and all the proceeds from the foregoing accrued and unpaid and hereafter accruing.

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IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this 16th day of July, 1992.

A & N MUSIC CORP.

By: _____
JOSEPH BROOKS,
President

wrtr-ag\brook.cl6
7/14/92

EXHIBIT "A"

COMPOSITIONS	WRITER(S)	INTEREST
"CALIFORNIA"	JOSEPH BROOKS	100%
"CAN YOU BELIEVE YOU'RE IN LOVE"	JOSEPH BROOKS	100%
"COME SHARE MY LOVE"	JOSEPH BROOKS	100%
"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
"EASY NOW"	JOSEPH BROOKS	100%
"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
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"LORDS OF FLATBUSH"	JOSEPH BROOKS	100%
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"MORNING OF MY LIFE"	JOSEPH BROOKS	100%
"MORNING OF YOUR LIVE, THE"	JOSEPH BROOKS	100%
"OH WHAT A NIGHT FOR LOVE"	JOSEPH BROOKS	100%
"ROCK & ROLL SONG, A"	JOSEPH BROOKS	100%
"ROCK N ROLL MUSIC"	JOSEPH BROOKS	100%
"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	100%
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"WAKE UP"	JOSEPH BROOKS	100%
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"WHEN ITS OVER"	JOSEPH BROOKS	100%
"YOU AND ME"	JOSEPH BROOKS	100%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	100%

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By: _____
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President

wrtr-ag\brook.cl6
7/14/92

EXHIBIT "A"

COMPOSITIONS	WRITER(S)	A&N INTEREST
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"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
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"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
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"LORDS OF FLATBUSH"	JOSEPH BROOKS	50%
"MICOL'S THEME"	JOSEPH BROOKS	100%
"MORNING OF MY LIFE"	JOSEPH BROOKS	100%
"MORNING OF YOUR LIFE, THE"	JOSEPH BROOKS	100%
"OH WHAT A NIGHT FOR LOVE"	JOSEPH BROOKS	50%
"ROCK & ROLL SONG, A"	JOSEPH BROOKS	100%
"ROCK N ROLL MUSIC"	JOSEPH BROOKS	50%
"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	50%
"VERY FINE DAY"	JOSEPH BROOKS	50%
"WAKE UP"	JOSEPH BROOKS	100%
"WEDDING SONG"	JOSEPH BROOKS	50%
"WHEN ITS OVER"	JOSEPH BROOKS	100%
"YOU AND ME"	JOSEPH BROOKS	50%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	75%

July 16, 1992

TO WHOM IT MAY CONCERN:

Re: Notice of Assignment of Copyright

Gentlemen:

Please be advised that effective July 16, 1992, POLYGRAM INTERNATIONAL PUBLISHING, INC. has acquired a one hundred percent (100%) interest in all of the right, title and interest of the undersigned, in and to the musical compositions listed on Exhibit A hereto (the "Compositions").

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Please mark your records accordingly and acknowledge receipt of this notification by signing the enclosed copy and returning it to POLYGRAM INTERNATIONAL PUBLISHING, INC. at the address noted in the preceding paragraph.

Yours truly,

A&N MUSIC CORP.

By _____
JOSEPH BROOKS

ACKNOWLEDGED BY:

_____

wrtr-ag\brook.cl6
7/14/92

EXHIBIT "A"

COMPOSITIONS	WRITER(S)	INTEREST
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"COME SHARE MY LOVE"	JOSEPH BROOKS	100%
"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
"EASY NOW"	JOSEPH BROOKS	100%
"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
"GYPSY WOMAN"	JOSEPH BROOKS	100%
"HEADING FOR BROADWAY"	JOSEPH BROOKS	100%
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"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	100%
"VERY FINE DAY"	JOSEPH BROOKS	100%
"WAKE UP"	JOSEPH BROOKS	100%
"WEDDING SONG"	JOSEPH BROOKS	100%
"WHEN ITS OVER"	JOSEPH BROOKS	100%
"YOU AND ME"	JOSEPH BROOKS	100%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	100%

July 16, 1992

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Yours truly,

A&N MUSIC CORP.

By _____
JOSEPH BROOKS

ACKNOWLEDGED BY:

_____
RONDOR MUSIC AUSTRALIA PTY. LTD.

wrtr-ag\brook.cl6
7/14/92

EXHIBIT "A"

COMPOSITIONS	WRITER(S)	A&N INTEREST
"CALIFORNIA"	JOSEPH BROOKS	100%
"CAN YOU BELIEVE YOU'RE IN LOVE"	JOSEPH BROOKS	50%
"COME SHARE MY LOVE"	JOSEPH BROOKS	100%
"DO YOU HAVE A PIANO"	JOSEPH BROOKS	100%
"EASY NOW"	JOSEPH BROOKS	50%
"EVERYTHING THAT COMES AROUND"	JOSEPH BROOKS, NICK JONES	50% 50%
"GYPSY WOMAN"	JOSEPH BROOKS	50%
"HEADING FOR BROADWAY"	JOSEPH BROOKS	100%
"HEY EVERYBODY"	JOSEPH BROOKS	100%
"I WILL SHINE ON"	JOSEPH BROOKS	100%
"IF EVER I SEE YOU AGAIN"	JOSEPH BROOKS	100%
"LORDS OF FLATBUSH"	JOSEPH BROOKS	50%
"MICOL'S THEME"	JOSEPH BROOKS	100%
"MORNING OF MY LIFE"	JOSEPH BROOKS	100%
"MORNING OF YOUR LIFE, THE"	JOSEPH BROOKS	100%
"OH WHAT A NIGHT FOR LOVE"	JOSEPH BROOKS	50%
"ROCK & ROLL SONG, A"	JOSEPH BROOKS	100%
"ROCK N ROLL MUSIC"	JOSEPH BROOKS	50%
"SAVE ME TONIGHT"	JOSEPH BROOKS, NICK JONES, DIANE WARREN	10%
"THERE'S A BETTER WAY TO SAY GOODNIGHT"	JOSEPH BROOKS	50%
"VERY FINE DAY"	JOSEPH BROOKS	50%
"WAKE UP"	JOSEPH BROOKS	100%
"WEDDING SONG"	JOSEPH BROOKS	50%
"WHEN ITS OVER"	JOSEPH BROOKS	100%
"YOU AND ME"	JOSEPH BROOKS	50%
"YOU LIGHT UP MY LIFE"	JOSEPH BROOKS	75%

RECEIVED
JUN 26 1992
Ans'd.....

GRUBMAN INDURSKY SCHINDLER & GOLDSTEIN, P.C.
152 West 57th Street
New York, New York 10019

FAX COVER SHEET

DATE: June 25, 1992 **PAGES:** 5 (inc. cover sheet)

PLEASE DELIVER THE FOLLOWING TO:

NAME: Mr. Jeff Brabec

NUMBER: (213) 856-2664

FROM: Howard L. Wattenberg, Esq.

RE: Assignment of Copyright

MESSAGE:
TIME SENT: _____ am _____ pm **SENDER:** Angela

IF YOU DO NOT RECEIVE ALL OF THESE PAGES, PLEASE CALL:
(212) 554-0400 OR FAX (212) 554-0444

GRUBMAN INDURSKY SCHINDLER & GOLDSTEIN, P.C.

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WRITER'S DIRECT NUMBER
(212) 554-0418

VIA TELEFAX
(213-856-2664)
June 25, 1992

Mr. Jeff Brabec
PolyGram/Island Music Publishing Group
1416 North LaBrea Avenue
Los Angeles, CA 90028

Dear Jeff:

I enclose a copy of an Assignment of Copyright sent to Washington today concerning musical compositions which were written for the work entitled the "Lords of Flatbush". This document assigns all of Joe's interests from the Light & Sound Company, Inc., in whose name they were originally registered, to A & N Music Corp., the party to our document.

If you have any questions in this regard, please call.

With best regards.

Sincerely,

Howard

Howard L. Wattenberg

HLW:am\19515
Enclosure

cc: Mr. Joseph Brooks (via Telefax)

SCHEDULE A

TITLE	AUTHOR
Can You Believe You're In Love (50%)	Joseph Brooks
Easy Now (50%)	Joseph Brooks
Everything That Comes Around (50%)	Joseph Brooks
Gypsy Woman (50%)	Joseph Brooks
Oh What A Night For Love (50%)	Joseph Brooks
Rock N Roll Music (50%)	Joseph Brooks
There's A Better Way to Say Goodnight (50%)	Joseph Brooks
Very Fine Day (50%)	Joseph Brooks
Wedding Song (50%)	Joseph Brooks
You And Me (50%)	Joseph Brooks

ACKNOWLEDGEMENT

State of: N-York)
County of :N-York) ss:

On June 24, 1992, before me personally came Joseph Brooks known to me, who, duly sworn by me, did depose and say that he is that President of The Light & Sound Company, Inc., the corporation described in and which executed the foregoing instrument, and that he signed it at the express direction of the Board of Directors of said corporation.

Joseph M. Brenner

JOSEPH M. BRENNER
Notary Public, State of New York
No. 4966450
Qualified in New York County
Commission Expires May 7, 1994

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ASSIGNMENT OF COPYRIGHTS

1. THE LIGHT & SOUND COMPANY, INC. ("Assignor"), for good and valuable consideration hereby sells and assigns to A & N MUSIC CORP., a Nevada corporation ("Assignee"), and its successors and assigns forever: all of the Assignor's right, title, interest and benefit in and to any and all copyrights in and to all musical compositions owned by Assignor, to the extent listed on Schedule "A" annexed hereto which were written by the person therein specified (the "Compositions"), the renewal and/or extended term or terms of copyright with respect to the Compositions, whether such rights are vested, contingent or reversionary, including, without limitation, all right, title, interest and benefit which may affix under any copyright law now or hereinafter in force and effect in the United States of America or in any other country or countries: any and all causes of action for infringement of the Compositions, and any other claims, demands or causes of action of whatsoever nature pertaining to the Compositions, whether past, present or future, and all the proceeds from the foregoing accrued and unpaid and hereafter accruing from the use of the Compositions or any other legal or equitable right to the use and/or ownership thereof in any and all fields of use now or hereafter existing throughout the world, by any means or technology now known or hereafter existing, to be held and enjoyed by the said Assignee, and its successors and assigns, fully, entirely and absolutely.

2. If any provision of this instrument of transfer shall be held void, invalid or inoperative, no other provision of this instrument of transfer shall be affected as a result thereof and, accordingly, the remaining provisions of this instrument of transfer shall remain in full force and effect.

3. The aforesaid shall be effective as of April 27, 1992.

DATED: June 24, 1992

THE LIGHT & SOUND COMPANY, INC.

By _____
JOSEPH BROOKS (President)

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