Exhibit UMPG-115B

Jim Glanman

Copyright Office of the United States

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VOLUME	PAGE
3401	120

VOLUME	PAGE

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C-762 August 1994—50,000

V3401 D120

ASSIGNMENT OF COPYRIGHT
AND EXCLUSIVE ADMINISTRATION RIGHTS

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, transfer and set over unto Songs of PolyGram International, Inc. (BMI), its successors and assigns, an undivided fifty percent (50%) share; and unto Jim Steinman d/b/a Lost Boys Music (BMI), its successors and assigns, an undivided fifty percent (50%) share, in and to all of the undersigned's right, title and interest, as specified on Exhibit "A" attached hereto and incorporated herein by this reference, of the worldwide copyrights in and to the musical compositions the titles of which are specified on Exhibit "A" (the "Compositions"), together with all renewals and extensions thereof throughout the world and universe, whether such rights currently exist or hereafter come into effect; any and all versions and derivative works of the Compositions and any and all worldwide copyrights and all renewals, extensions and reversions thereof; any and all causes of action for infringement of the same past, present and future; any and all proprietary rights; and all of the proceeds from the foregoing accrued and unpaid and hereafter accruing.

The rights of Songs of PolyGram International, Inc. (BMI) ("Administrator") shall include, without limitation, worldwide exclusive administration rights with respect to one hundred percent (100%) of the undersigned's interest in and to the Compositions (including with respect to the share assigned to Administrator and the share assigned to Jim Steinman d/b/a Lost Boys Music [BMI]) and shall further include but not be limited to the following:

(i) The right to secure copyright registration and renewal copyright registration with respect thereto in the name of the parties under any law now in effect or hereinafter enacted;

(ii) All rights of control, publication, printing, performance, mechanical or other reproduction, synchronization, merchandising, sale, exploitation, revision, arrangement, adaptation, dramatization, creation of derivative works, translation, use, and disposition, now or hereafter known;

(iii) The right to use the name, photograph, likeness and/or biographical material of the writer(s) of the Compositions for the purposes of trade or otherwise in connection with the Compositions;

(iv) All rights to license, assign and enter into agreements to or with any person or entity, including but not limited to affiliates of Administrator, with respect to all or part of the rights assigned pursuant to this instrument of transfer; and

(v) All rights to collect any and all monies accruing and/or earned therefrom other than the writer's share of performance fees.

Administrator may exercise any other rights it deems necessary or desirable in connection with the administration, exploitation or protection of the Compositions.

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.

This Assignment is expressly made subject to the terms and conditions of that certain exclusive songwriter's agreement between Administrator, on the one hand, and Jim Steinman (BMI), on the other hand, and that certain Co-Publishing Agreement between Administrator, on the one hand, and Jim Steinman d/b/a Lost Boys Music (BMI), on the other hand, both dated as of the 1st day of March, 1996.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument of transfer the 14th day of June, 1997, effective as of the 1st day of March, 1996.

Jim Steinman

JIM STEINMAN, individually and
d/b/a LOST BOYS MUSIC (BMI)

EXHIBIT "A"

The following Compositions shall be co-owned and exclusively administered by Company throughout the world pursuant to the Exclusive Songwriter's/Co-Publishing Agreement:

1) Committed Project: "Whistle Down The Wind":

(Note: Compositions written for "Whistle Down The Wind" shall be subject to administration in the United Kingdom and Eire by the music publishing administrator for The Really Useful Group Ltd.)

Title	Writer(s) (%)	Publisher(s) (%)
Vaults Of Heaven	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
I Never Get What What I Pray For	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
My Name Is Spider	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Home By Now	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
It Just Doesn't Get Any Better Than This	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)

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Title	Writer(s) (%)	Publisher(s) (%)
Whistle Down The Wind	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Safe Haven	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Tire Tracks And Broken Hearts	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
If Only	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Cold	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Annie Christmas	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
No Matter What	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)

REA:4/22/97:4
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Title	Writer(s) (%)	Publisher(s) (%)
A Kiss Is A Terrible Thing To Waste	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Wrestle With The Devil	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Nature Of The Beast	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
When Children Rule The World (The Christmas Carol)	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)

2) Committed Project: "It's All Coming Back To Me Now":

Title	Writer(s) (%)	Publisher(s) (%)
It's All Coming Back To Me Now	Jim Steinman (100%)	Lost Boys Music (100%)

3) Committed Project: "Bat Out Of Hell 2100":

Title	Writer(s) (%)	Publisher(s) (%)
The Gates Of The City	Jim Steinman (100%)	Lost Boys Music (100%)
Who'd Do The Dirty	Jim Steinman (100%)	Lost Boys Music (100%)
Peter's Reverie	Jim Steinman (100%)	Lost Boys Music (100%)
Peter's Dream	Jim Steinman (100%)	Lost Boys Music (100%)

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Ceremonial Vows	Jim Steinman (100%)	Lost Boys Music (100%)
God Has Left The Building	Jim Steinman (100%)	Lost Boys Music (100%)
I Need All The Love I Can Get	Jim Steinman (100%)	Lost Boys Music (100%)
Collision Course	Jim Steinman (100%)	Lost Boys Music (100%)
Only Lovers Left Alive	Jim Steinman (100%)	Lost Boys Music (100%)
Neverland	Jim Steinman (100%)	Lost Boys Music (100%)
Bad For Good	Jim Steinman (100%)	Lost Boys Music (100%)
All The Dreams I Never Had	Jim Steinman (100%)	Lost Boys Music (100%)
In the Underbelly of The Beast	Jim Steinman (100%)	Lost Boys Music (100%)
Lullaby	Jim Steinman (100%)	Lost Boys Music (100%)

4) Committed Project: "Bat Out Of Hell-Final At Bat" (Meatloaf Album):

Title	**Writer(s) (%)**	**Publisher(s) (%)**

5) Committed Project: "Dance Of The Vampires":

Title	**Writer(s) (%)**	**Publisher(s) (%)**

6) Committed Project: "Pandora's Box":

Title	**Writer(s) (%)**	**Publisher(s) (%)**

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7) Committed Project: "The Metal Philharmonic":

Title	Writer(s) (%)	Publisher(s) (%)

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3343	170

VOLUME	PAGE
3343	177

OFFICIAL SEAL

Marybeth Peters

Register of Copyrights and Associate Librarian for Copyright Services

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C-762 August 1994—50,000

VOL 3343 PAGE 170

ASSIGNMENT OF COPYRIGHT AND EXCLUSIVE ADMINISTRATION RIGHTS

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, transfer and set over unto Songs of PolyGram International, Inc., its successors and assigns, an undivided fifty percent (50%) share; and unto Jim Steinman d/b/a Lost Boys Music (BMI), its successors and assigns, an undivided fifty percent (50%) share; in and to all of the undersigned's right, title and interest, as specified on Exhibit "A" attached hereto and incorporated herein by this reference, of the worldwide copyrights in and to the musical compositions the titles of which are specified on Exhibit "A" (the "Compositions"), together with all renewals and extensions thereof throughout the world and universe, whether such rights currently exist or hereafter come into effect; any and all versions and derivative works of the Compositions and any and all worldwide copyrights and all renewals, extensions and reversions thereof; any and all causes of action for infringement of the same past, present and future; any and all proprietary rights; and all of the proceeds from the foregoing accrued and unpaid and hereafter accruing.

The rights of Songs of PolyGram International, Inc. ("Administrator") shall include, without limitation, worldwide exclusive administration rights with respect to one hundred percent (100%) of the undersigned's interest in and to the Compositions (including with respect to the share assigned to Administrator and the share assigned to Jim Steinman d/b/a Lost Boys Music) and shall further include but not be limited to the following:

(i) The right to secure copyright registration and renewal copyright registration with respect thereto in the name of the parties under any law now in effect or hereinafter enacted;

(ii) All rights of control, publication, printing, performance, mechanical or other reproduction, synchronization, merchandising, sale, exploitation, revision, arrangement, adaptation, dramatization, creation of derivative works, translation, use, and disposition, now or hereafter known;

(iii) The right to use the name, photograph, likeness and/or biographical material of the writer(s) of the Compositions for the purposes of trade or otherwise in connection with the Compositions;

(iv) All rights to license, assign and enter into agreements to or with any person or entity, including but not limited to affiliates of Administrator, with respect to all or part of the rights assigned pursuant to this instrument of transfer; and

(v) All rights to collect any and all monies accruing and/or earned therefrom other than the writer's share of performance fees.

Administrator may exercise any other rights it deems necessary or desirable in connection with the administration, exploitation or protection of the Compositions.

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.

This Assignment is subject to the terms and conditions of the Basic Terms and that certain Exclusive Songwriter's Agreement and Co-Publishing Agreement dated as of March 1, 1996 between Jim Steinman, individually and doing business as Lost Boys Music, on the one hand, and Administrator, on the other hand.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument of transfer as of the 1 day of July, 1996, effective as of the 1st day of March, 1996.

Jim Steinman, individually and
d/b/a Lost Boys Music (BMI)

EXHIBIT "A"

The following Compositions shall be co-owned and exclusively administered by Publisher throughout the world pursuant to the Exclusive Songwriter's/Co-Publishing Agreement:

1) Committed Project: "Whistle Down The Wind":

(Note: Compositions written for "Whistle Down The Wind" shall be subject to administration in the United Kingdom and Eire by the music publishing administrator for The Really Useful Group Ltd.)

Title	Writer(s) (%)	Publisher(s) (%)
Vaults Of Heaven	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
I Never Get What I Pray For	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
My Name Is Spider	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Home By Now	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
It Just Doesn't Get Any Better Than This	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Whistle Down The Wind	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)

Safe Haven	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Tire Tracks And Broken Hearts	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
If Only	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Cold	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Annie Christmas	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
No Matter What	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
A Kiss Is A Terrible Thing To Waste (whistle Version)	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
Wrestle With The Devil	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)

Nature Of The Beast	Jim Steinman (50%) Andrew Lloyd Webber (50%)	Lost Boys Music (50%) The Really Useful Group Ltd. (administered by PolyGram International Music Publishing Ltd.) (50%)
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2) Committed Project: "It's All Coming Back To Me Now":

Title	Writer(s) (%)	Publisher(s) (%)
It's All Coming Back To Me Now	Jim Steinman (100%)	Lost Boys Music (100%)

3) Committed Project: "Bat Out Of Hell 2100":

Title	Writer(s) (%)	Publisher(s) (%)
The Gates Of The City	Jim Steinman (100%)	Lost Boys Music (100%)
Who'd Do The Dirty	Jim Steinman (100%)	Lost Boys Music (100%)
Peter's Reverie	Jim Steinman (100%)	Lost Boys Music (100%)
Peter's Dream	Jim Steinman (100%)	Lost Boys Music (100%)
Ceremonial Vows	Jim Steinman (100%)	Lost Boys Music (100%)
God Has Left The Building	Jim Steinman (100%)	Lost Boys Music (100%)
I Need All The Love I Can Get	Jim Steinman (100%)	Lost Boys Music (100%)
Collision Course	Jim Steinman (100%)	Lost Boys Music (100%)

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Only Lovers Left Alive	Jim Steinman (100%)	Lost Boys Music (100%)
Neverland	Jim Steinman (100%)	Lost Boys Music (100%)
Bad For Good	Jim Steinman (100%)	Lost Boys Music (100%)
All The Dreams I Never Had	Jim Steinman (100%)	Lost Boys Music (100%)
In the Underbelly of The Beast	Jim Steinman (100%)	Lost Boys Music (100%)
Lullaby	Jim Steinman (100%)	Lost Boys Music (100%)

4) Committed Project: "Bat Out Of Hell-Final At Bat" (Meatloaf Album):

Title	**Writer(s) (%)**	**Publisher(s) (%)**

5) Committed Project: "Dance Of The Vampires":

Title	**Writer(s) (%)**	**Publisher(s) (%)**

6) Committed Project: "Pandora's Box":

Title	**Writer(s) (%)**	**Publisher(s) (%)**

7) Committed Project: "The Metal Philharmonic":

Title	**Writer(s) (%)**	**Publisher(s) (%)**

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EXHIBIT "B"

The following musical compositions shall be administered by Publisher throughout the world pursuant to the Administration Agreement, provided that if any of the following musical compositions are included in any of the Committed Projects, then said musical composition(s) shall become Compositions that are co-owned and exclusively administered by Publisher throughout the world pursuant to the Exclusive Songwriter's/Co-Publishing Agreement:

Title	Writer(s) (%)	Publisher(s) (%)
The Invocation	Jim Steinman (100%)	Lost Boys Music (100%)
Safe Sex	Jim Steinman (100%)	Lost Boys Music (100%)
Requiem Metal	Jim Steinman (100%) (arranger of work by G. Verdi)	Lost Boys Music (100%)
I've Been Dreaming Up A Storm Lately	Jim Steinman (100%)	Lost Boys Music (100%)
The Opening Of The Box	Jim Steinman (100%)	Lost Boys Music (100%)
The Want Ad	Jim Steinman (100%)	Lost Boys Music (100%)
Pray Lewd	Jim Steinman (100%)	Lost Boys Music (100%)
The Future Ain't What It Used To Be	Jim Steinman (100%)	Lost Boys Music (100%)
Stark Raving Love	Jim Steinman (100%)	Lost Boys Music (100%)
Surf's Up	Jim Steinman (100%)	Lost Boys Music (100%)
Dance In My Pants	Jim Steinman (100%)	Lost Boys Music (100%)
The Storm	Jim Steinman (100%)	Lost Boys Music (100%)
Ravishing	Jim Steinman (100%)	Lost Boys Music (100%)

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Title	Writer(s) (%)	Publisher(s) (%)
Lovin' You Is A Dirty Job But Somebody's Gotta Do It	Jim Steinman (100%)	Lost Boys Music (100%)
Rebel Without A Clue	Jim Steinman (100%)	Lost Boys Music (100%)

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DATE OF RECORDATION	
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VOLUME	**PAGE**
2969	488
VOLUME	**PAGE**
2969	489

OFFICIAL SEAL

Barbara Ringer

Acting Register of Copyrights and Associate Librarian for Copyright Services

Certificate of Recordation
C-762 November 1993—20,000

VOL2969 PAGE482

EXHIBIT "A"

ASSIGNMENT OF COPYRIGHT

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, transfer and set over unto Jim Steinman dba Lost Boys Music, its successors and assigns, and unto PolyGram International Music Publishing, B.V., its successors and assigns, an undivided fifty percent (50%) interest each in and to the undersigned's one hundred percent (100%) share of all right, title and interest in the worldwide copyrights of the musical compositions entitled "It Just Won't Quit" and "Good Girls Go To Heaven, Bad Girls Go Everywhere", each by Jim Steinman (individually and collectively, the "Composition"), and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto, expressly subject to the terms and conditions of an agreement dated as of the 20th day of September 1993 between PolyGram International Music Publishing, B.V. and Jim Steinman, individually and doing business as Lost Boys Music, including, without limitation, the ownership of all worldwide copyrights therein and thereto and any and all rights under copyright for the full term of copyright throughout the world and all renewals and extensions thereof throughout the world; any and all versions and derivative works of the Composition 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.

The rights of PolyGram International Music Publishing, B.V. ("Administrator") shall include, without limitation, worldwide exclusive administration rights with respect to one hundred percent (100%) of the Composition (including, without limitation, with respect to the shares assigned to Administrator and to Jim Steinman dba Lost Boys Music), and shall further include, but not be limited to the following:

(i) The right to secure copyright registration and renewal copyright registration with respect thereto in the name of the undersigned under any law now in effect or hereinafter enacted;

(ii) All rights of control, publication, printing, performance, mechanical or other reproduction, synchronization, merchandising, sale, exploitation, revision, arrangement, adaptation, dramatization, creation of derivative works, translation, use, and disposition, now or hereafter known;

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(iii) The right to use the name, photograph, likeness and/or biographical material of the Writer(s) of the Composition for the purposes of trade or otherwise in connection with the Composition;

(iv) All rights to license, assign and enter into agreements to or with any person or entity, including but not limited to affiliates of Publisher, with respect to all or part of the rights contained in this Paragraph; and

(v) All rights to collect any and all monies accruing and/or earned therefrom other than the writer's share of performance fees.

Administrator may exercise any other rights it deems necessary or desirable in connection with the administration, exploitation or protection of the Composition.

If any provision 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 hereunto set his hand and seal this _____ day of October, 1993, effective as of the 20th day of September, 1993.

Jim Steinman

Jim Steinman (individually and doing business as Lost Boys Music)

PUB/STEINMAN/09-27-93(1)

ASSIGNMENT

FOR GOOD and VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned RIGHTSONG MUSIC, INC. hereby sells, assigns and sets over unto JIM STEINMAN d/b/a Lost Boys Music ("Steinman") (and to his successors and assigns) any and all rights, title and interests (including any copyrights) acquired at any time by the undersigned pursuant to that certain Administration Agreement by and between the undersigned and Steinman dated January 1, 1986.

Executed as of October 1, 1993.

RIGHTSONG MUSIC, INC.

By: Don Black

STEINMAN.AEN
AS:093093

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