

# EXHIBIT D

# EXHIBIT D

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CONGRESS

## Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

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VOLUME

PAGE

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202

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OFFICIAL SEAL

*Marybeth Peters*

Register of  
Copyrights and  
Associate  
Librarian for  
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Services

Fees are effective through June 30, 2002. After that date, check the Copyright Office Website at [www.loc.gov/copyright](http://www.loc.gov/copyright) or call (202) 707-3000 for current fee information.

**DOCUMENT COVER SHEET**

For Recordation of Documents  
UNITED STATES COPYRIGHT OFFICE

DATE OF RECORDATION (Assigned by Copyright Office) JUL 20, 2001

Month Day Year

Volume 3468 Page 202

Volume 3468 Page 203

FUNDS RECEIVED \_\_\_\_\_

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JUL 23 2001

DOCUMENT SECTION

Do not write above this line.

To the Register of Copyrights:

Please record the accompanying original document or copy thereof.

**1** Name of the party or parties to the document spelled as they appear in the document (List up to the first three)  
DM RECORDS, INC.  
ICHIBAN RECORDS, INC.  
ICHIBAN INTERNATIONAL CORP.

**2** Date of execution and/or effective date of the accompanying document 6 14 2001  
(month) (day) (year)

**3** Completeness of document  
 Document is complete by its own terms.  
 Document is not complete. Record "as is."

**4** Description of document  
 Transfer of Copyright  
 Security Interest  
 Change of Name of Owner  
 Termination of Transfer(s) [Section 304]  
 Shareware  
 Life, Identity, Death Statement [Section 302]  
 Transfer of Mask Works

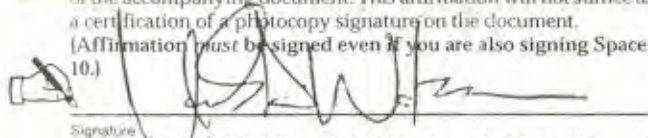
**5** Title of first work as given in the document SEE SCHEDULE 2.1

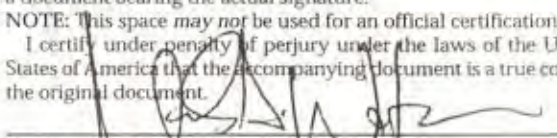
**6** Total number of titles in document 501

**7** Amount of fee calculated \$ 800.00

**8** Fee enclosed  
 Check  
 Money Order

Fee authorized to be charged to:  
Copyright Office N/A  
Deposit Account number N/A  
Account name N/A

**9** Affirmation: \* I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document. (Affirmation must be signed even if you are also signing Space 10.)  
  
Signature MARK A. WATSON, PRES.  
Date 7/18/2001  
Phone Number 954-969-1623 Fax Number 954-969-1997

**10** Certification: \* Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.  
NOTE: This space may not be used for an official certification.  
I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.  
  
Signature MARK A. WATSON  
Duly Authorized Agent of:  
Date 7/18/2001 DM RECORDS, INC.

Recordation will be mailed in window envelope to this address:

Name ▼ DM RECORDS, INC.  
Number/Street/Apt ▼ 1791 BLOUNT ROAD, STE. 712  
City/State/ZIP ▼ POMPANO BEACH, FL 33069

**YOU MUST:**

- Complete all necessary spaces
- Sign your Cover Sheet in Space 9

**SEND ALL 3 ELEMENTS TOGETHER:**

1. Two copies of the Document Cover Sheet
2. Check/money order payable to Register of Copyrights
3. Document

**MAIL TO:**

Library of Congress, Copyright Office  
Documents Recordation Section, LM-462  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

The recordation fee for the Document Cover Sheet is \$50 and \$15 for each group of 10 additional titles as of July 1, 1999.





DATE: July 24, 2001

DM Records, Inc.  
1791 Blount Road, Suite 712  
Pompano Beach, FL 33069

LIBRARY  
OF  
CONGRESS

ATTN: Mark Watson

COPYRIGHT  
OFFICE

We have recorded the enclosed document(s) in the official records of the Copyright Office:

Volume	3468
Page(s)	202-203

101 Independence  
Avenue, S.E.

The recording fee has been handled as follows:

Received	\$ 1300.00
Applied	\$ 1160.00
Refunded (under separate cover)	\$ <del>140.00</del>
Charged to your deposit account	\$

Washington, D.C.  
20559-6000

Sincerely yours,

REGISTER OF COPYRIGHTS

Enclosure(s):  
Document(s) 1

\*\*\*\*\*  
 \*\* Beginning with Volume 3404, individual pages of your \*\*  
 \*\* document will again be numbered. In addition, a barcode is \*\*  
 \*\* applied to the first page which bears a volume/document \*\*  
 \*\* number which refers to the whole document. The term 'page' \*\*  
 \*\* used on the certificate refers to the document number. \*\*  
 \*\*\*\*\*  
 \*\*\*\*\*



**ASSET PURCHASE AGREEMENT  
(DM RECORDS, INC.)**

This Asset Purchase Agreement (the "Agreement") dated as of June 14, 2001, is entered into by and between Leon S. Jones, in his capacity as the duly appointed and acting Chapter 7 bankruptcy trustee for the consolidated estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795 (the "Seller"), and DM Records, Inc. (the "Buyer"). In consideration of the promises and mutual covenants and agreements contained in this Agreement, the Seller and the Buyer, intending to be legally bound, agree as follows:

**SECTION 1. DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions.** The following definitions shall apply throughout this Agreement:

"Approval Date" means the date the Bankruptcy Court enters an Order approving the Seller's motion to approve the sale on the terms set forth in this Agreement (the "Motion").

"Bankruptcy Case" means the consolidated bankruptcy case captioned In re: Ichiban Records, Inc. Case No. 99-66017, Ichiban International Corporation Case No. 99-70825, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795. On April 27, 1999, Ichiban Records, Inc. filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On July 26, 1999, Ichiban International Corporation filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On January 10, 2000, the United States Bankruptcy Court for the Northern District of Georgia entered an order consolidating the aforementioned Chapter 11 cases. On March 28, 2000, the consolidated Chapter 11 case was converted to Chapter 7.

"Bankruptcy Code" means Title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court") in which the Bankruptcy Case is pending.

"Closing" means, upon satisfaction of all conditions to Closing, the sale and purchase contemplated in this Agreement on or before the end of business on the tenth (10<sup>th</sup>) day following the Approval Date. The date and event of that sale and purchase are together referred to as the "Closing Date." The closing shall take place at the offices of the Seller or at such other place as may be mutually agreeable to each of the parties.



"Company" means Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation, Ichiban Distribution, Inc., and Sky Records, Inc. (sometimes referred to as Seller).

"Earnest Money" means [REDACTED] in cashier's checks or wire transfer funds deposited in escrow and to be applied as the payment of the Purchase Price at Closing. In the event of a default by Seller, said earnest money shall be returned to Buyer, at Buyer's sole discretion. Said earnest money shall be deposited in an escrow account at Hall, Booth, Smith & Slover, P.C. with sufficient proof of deposit to Trustee following execution of this Agreement and filing of Seller's Motion and prior to submission to the Court for approval.

"Estate" means the bankruptcy estate of the Company created upon the commencement of the Bankruptcy Cases pursuant to Section 541 of the Bankruptcy Code which includes, without limitation, all of the Company's assets, rights and properties (sometimes referred to as Seller).

"Parties" means Seller and Buyer, collectively.

"Property" means all property of the Company, wherever located, including without limitation all producer/artist agreements owned or controlled by the Company, any publishing rights and all license agreements between the Company and/or the Estate and any and all licensees, and all copyrights, trademarks, service marks, royalties, receivables and revenues associated or in connection therewith, and all distribution, mechanical license, synchronization, and master purchase agreements, but specifically excludes the Excluded Assets defined in Paragraph 2.2 below.

"Purchase Price" means the sum of [REDACTED] which Buyer shall pay to the Seller at the Closing. The Earnest Money shall be credited towards the payment of the Purchase Price.

"Trustee" means Leon S. Jones, the Chapter 7 Trustee of the Company's Estate, the sole representative of the Company's Estate pursuant to Section 323 of the Bankruptcy Code.

"Encumbrances" means mortgages, liens, encumbrances, security interests, claims, charges, or other legal or equitable encumbrances and any other matters affecting title except for claims of third parties under the Assumed Executory Contracts as defined herein.

## SECTION 2. PURCHASE OF ASSETS

- 2.1 **Purchase of Assets.** Pursuant to the terms of this Agreement and particularly Paragraph 2.2, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of the Estate's rights, title and interests in and to the Property, including, without limitation the following items:

- (a) All worldwide rights to the masters, two-inch and one-quarter inch reels, all DAT's, audio rights (compact discs, cassettes, DVD's, DVD/audio, DVD/ video) in any or all media whether existing now or in the future, production masters, video masters, film, artwork, color separations, matchprints, pictures, signs, etc. owned or controlled by the Estate of the Company whether now existing or arising in the future;
- (b) All worldwide copyrights and/or publishing interests and/or trademarks/service marks owned, possessed, or controlled by the Estate of the Company whether now existing or arising in the future, including but not limited to, Copyright Registration numbers SR 74-193, SR 76-575, SR 141-691, SR 74-194, SR 139-740, SR 123-150 and SR 68-698;
- (c) An irrevocable license worldwide in perpetuity to use of the likeness of the Company's artists/producers, their name and the name Ichiban Records and affiliated label names and logos whether now existing or arising in the future;
- (d) Assignment of all receivables and future payments from all contract receivables on property and copyrights being sold and logos whether now existing or arising in the future; and
- (e) All real property interests, general intangibles, causes of action and choses of action (other than those expressly identified below as Excluded Assets), including, without limitation, any and all claims or interests with respect to a recording studio operated by or on behalf of Kala and/or located at Unit D, 2310 Marietta Boulevard, Atlanta, Georgia;
- (f) All books and records including but not limited to any and all invoices, accounting statements, banking records, royalty statements, accounts receivable, statements and ledgers; contracts (respecting exclusive artist agreements, distribution agreements and licensing agreements or otherwise) in the possession of or under the control of the Trustee associated with any of the Property.
- (g) Seven (7) copies of each tape, recording, compact disc and any similar form of medium manufactured as inventory for resale in possession of Platinum Entertainment (the "Copies") which copies shall not be subject to the provisions of paragraph 2.5(e) below.

Attached hereto and incorporated herein by this reference is Schedule 2.1. Such Schedule 2.1 reflects the assets in possession of, or known to exist by, the Seller, any rights to which are being transferred pursuant to this Agreement. Seller makes no representation that the Debtor's assets are in any manner limited to that which is set forth on Schedule 2.1 and transfers to Buyer pursuant to this Agreement any and all assets of the Debtor wherever located free and clear of any liens, claims and encumbrances, except as set forth herein. However, such transfer



- by the Seller is subject to the provisions of Sections 2.4 and 3.1 with respect to the Seller's Representations.
- 2.2 **Excluded Assets.** Buyer acknowledges that it is not (1) acquiring any cash, royalties or receivables collected through the Approval Date, or that may be collected by the Estate through the Closing Date, (2) avoidance claims of the Trustee including any under Bankruptcy Code § 541, 547, and 548, (3) deposit accounts maintained by the Trustee, (4) any claims of the Trustee against former officers, directors, and shareholders of the Debtors, (5) claims of the Debtors or the Trustee against Platinum Entertainment, Inc., (6) any claims of the Trustee or the Estate against Crystal Roney a/k/a Popcorn Multimedia Group, and (8) any rights to distribute or collect proceeds from the sale of the Noel Coward C.D. from Platinum Entertainment, Inc. or any other party.
- 2.3 **Payment of Purchase Price.** Upon execution of this Agreement, Buyer shall deliver the Earnest Money to escrow. Buyer shall deliver to Seller the total of the Purchase Price at Closing. The Purchase Price shall be allocated as follows: Forty Percent (40%) of the Purchase Price shall be allocated to the Property of Ichiban International Corporation and Sixty Percent (60%) shall be allocated to the Property of Ichiban Records, Inc. and its other affiliated divisional labels.
- 2.4 **Due Diligence.** The Parties agree that the Seller makes no representation as to the Property, or any related matter, except as otherwise set forth in this Agreement, the Motion or the Consent Order. The Property is transferred "AS IS/WHERE IS" without representation of any kind, such as any warranty of fitness for a particular purpose. Buyer acknowledges that prior to execution of this Agreement, it has had a substantial opportunity, which is adequate for purposes of this Agreement, to investigate the Company, the Property and all related matters.
- 2.5 **Conditions to Closing.** The Parties agree and understand that the following conditions shall be satisfied prior to closing:
- (a) The entry of an Order by the Bankruptcy Court approving this Agreement without amendment or revision and authorizing Seller to sell the Property to Buyer free and clear of liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code except as defined herein; and
  - (b) Seller is authorized to sell the Property to buyer, it being expressly recognized and acknowledged that Seller may be required to accept higher qualifying bids for the purchase of the Property. No bids will be accepted from persons or entities as defined by 11 U.S.C. § 101 (31). To be qualifying, a bid must be accompanied by payment of [REDACTED] into escrow with sufficient proof of deposit to trustee. No credit bids will be accepted.
  - (c) Deposit of the Earnest Money into an escrow account at Hall, Booth, Smith & Slover P.C. with sufficient proof of deposit to Trustee following



execution of this Agreement and filing of Seller's Motion and prior to final submission to the Court for approval.

- (d) Seller agrees to (i) execute and deliver this Agreement to Buyer; (ii) assign any or all registered and/or perfected proprietary rights to Buyer; (iii) assign all contracts; (iv) issue letters to account holders confirming said assignment; and (v) sign any other documents, instruments, and/or written instructions necessary for the consummation of the transaction.

(e) Except as provided in paragraph 2.1(g) above, Seller further agrees to obtain Court approval for destruction of any and all existing inventory of finished goods or otherwise, wherever located, including but not limited to any and all inventory held by Platinum Entertainment.

- 2.6 **Delivery of Documents.** Seller agrees to execute and deliver, as well as cause to be notarized, where and if applicable and/or appropriate any and all instruments, writings and documents which are presented by Buyer and which may be reasonably required to effectuate the sale of the Property, including, without limitation, any and all right, title and interest to copyrights, publishing, trademarks, royalties and receivables, free and clear of any and all liens, claims, encumbrances of any kind except as defined herein. Seller further agrees to execute and deliver, as well as cause to be notarized, where and if applicable and/or appropriate, all such instruments, writings and/or documents that reaffirm the assignment of rights in the name of the Buyer.

Without limitation of the foregoing, the Seller agrees to execute and deliver an "Assignment" in a form substantially similar to that which is attached hereto, labeled as "Exhibit 2.6(A)" and incorporated herein by this reference. Without limitation of the foregoing, the Seller agrees to forward to all account holders or payees a letter confirming the Seller's assignment, and such letter shall be in a form substantially similar to that which is attached hereto labeled as "Exhibit 2.6(B)" and incorporated herein by this reference.

This Paragraph 2.6 shall survive the "Closing" of this transaction, such that there shall be no merger by reason of the consummation of the Closing, and this covenant remains in full force and effect.

- 2.7 **Time of the Essence.** Time and performance are expressly made of the essence. Seller covenants, agrees to, and shall not in any manner or fashion neither unreasonably delay nor withhold such additional documents, instruments and/or writings as provided, intended, and/or set forth in Paragraph 2.6.
- 2.8 **Bankruptcy Court Approval.** Buyer and Seller acknowledge that the sale contemplated in this Agreement is subject to the approval of the Bankruptcy Court and the entry of an Order. Should the Bankruptcy Court not enter an order and approve this Agreement without amendment or revision, then the Trustee shall immediately return the Earnest Money to Buyer.



### SECTION 3. REPRESENTATIONS AND WARRANTIES

3.1 **Seller's Representations.** Seller represents and warrants that (a) he is the Trustee, (b) as Trustee he is the sole representative of the Estate pursuant to Section 323 of the Bankruptcy Code, (c) has the authority to seek Bankruptcy court approval for the sale of the Property to Buyer, and (d) Seller will, subject to the order of the Bankruptcy Court and except as defined herein, transfer to the Buyer good, marketable and indefeasible title to all of the Property, free and clear of any security interests, liens, claims or encumbrances whatsoever.

3.2 **Buyer's Representation.** Buyer represents and warrants that (a) the purchaser has sufficient funds available to consummate this Agreement in accordance with its terms and otherwise has the wherewithal to satisfy its post-Closing obligations hereunder, and (b) prior to the date hereof, the Buyer has made and conducted a reasonable investigation of the Seller. The Buyer is entering into this transaction based on such investigation and, except for the specific representations and warranties made by the Seller written in this Agreement, buyer is not relying upon any representation or warranty of the Seller.

### SECTION 4. OTHER COVENANTS AND AGREEMENTS

4.1 **Covenants and Agreements of the Seller.** Following the Closing, the Seller shall from time to time execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by the Buyer, to confirm and assure the rights and obligations provided for in this Agreement and the other Seller Documents and render effective the consummation of the transaction contemplated hereby.

4.2 **Covenants and Agreements of the Purchaser.** For a period of eighteen (18) months following the Closing Date, the Buyer will (and will cause each of its Affiliates and its Affiliates' respective accountants, counsel, consultants, employees and agents to) give the Seller reasonable access during normal business hours to documents, records, work papers and information with respect to the Seller's properties, assets, books, contracts, commitments, reports, and records relating to the Seller's business purpose (including, for example, the preparation of Seller's tax returns), as the Seller from time to time may reasonably request. In addition, Buyer shall permit the Seller to make copies at its own expense of any of the above information, records, or documents.

### SECTION 5. ASSUMPTION AND ASSIGNMENT

5.1 **Assumption and Assignment.** The Seller shall seek an order from the Bankruptcy Court authorizing the Seller to assume and assign to Buyer certain executory contracts as reflected on Exhibit A (the "Addendum") which is attached



hereto and incorporated herein by this reference (the "Executory Contracts") through the following procedures:

(a) Within sixty (60) days after the Approval Date, Buyer shall identify which Executory Contracts and leases on the Addendum it wishes the Seller to assume and assign to it (the "Assumed Contracts"). Any cure amount listed as "unknown" on the Addendum shall be deemed as \$0.00 for purposes of Seller's assumption and assignment to Buyer hereunder.

(b) In addition to the Purchase Price, the Buyer shall pay to any applicable third parties, pursuant to Section 365(b)(1) of the Bankruptcy Code, the amounts required for assuming the Assumed Contracts as set forth on the Addendum and pursuant to paragraph 5(a) above and the Seller shall not be obligated to pay any such cure amounts.

(c) The Seller shall request that the only adequate assurance of future performance required under Section 365(f)(2) of the Bankruptcy Code is the Buyer's promise to perform its obligations under the Assumed Contracts.

(d) Any failure by Seller to obtain Bankruptcy Court approval of the assumption and assignment of any of the Executory Contracts shall not constitute a breach by Seller of this Agreement.

## SECTION 6. EVENTS OF DEFAULT AND REMEDIES

- 6.1 **Buyer's Default.** An event of default shall be deemed to have occurred by Buyer in the event Buyer fails to pay the Purchase Price or the Earnest Money or fails to proceed with the transaction contemplated in this Agreement following approval by the Bankruptcy Court as defined in paragraph 2.8.
- 6.2 **Seller's Default.** An event of default shall be deemed to have occurred by Seller in the event Seller fails to proceed with the transaction contemplated in this Agreement following approval by the Bankruptcy Court as defined in paragraph 2.8.

## SECTION 7. NOTICES

- 7.1 **Notices.** Any notice, request, instruction, or other documents to be given under this Agreement to any party shall be in writing and delivered personally or sent by Registered Mail, Federal Express, or Certified United States Mail, postage prepaid, as follows:

If to Buyer:	DM Records, Inc. Attention: Mark Watson 1791 Blount Road, Suite 712 Pompano Beach, FL 33069
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(954) 969-1623 Telephone  
 (954) 969-1997 Facsimile

If to Seller: Leon S. Jones, as Trustee for  
 Ichiban Records, Inc., and  
 Ichiban International Corporation  
 JONES & WALDEN  
 83 Walton Street  
 Atlanta, Georgia 30303

(404) 954-6605 Telephone  
 (404) 954-6688 Facsimile

- 7.2 **Notice of Name or Address Change.** The Parties mutually agree to notify the other in writing fourteen (14) days prior to any change in the address to which any and all notices, instructions and requests are required to be delivered under this Agreement.

#### SECTION 8. MISCELLANEOUS

- 8.1 **Costs.** Whether or not the transactions contemplated by this Agreement are consummated, each party shall bear its own costs and expenses incurred in connection with this Agreement.
- 8.2 **Binding Effect.** Seller and Buyer hereby warrant, represent and agree that this Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns. Seller and Buyer further warrant, represent and acknowledge that (a) they have consulted with legal counsel in connection with this Agreement, (b) they have carefully read and understand the provisions of this Agreement, (c) they willingly and with knowledge entered into this Agreement, and (d) the agreements contained herein are the product of an arms-length negotiation and that this Agreement is not subject to fraud, duress or overreaching.
- 8.3 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. Any dispute or controversy in connection with the performance or terms of this Agreement, including enforcement of the remedies provided herein in the event of a default, shall be brought in the Bankruptcy Court which shall have exclusive jurisdiction to resolve any such dispute or controversy.
- 8.4 **Entire Agreement.** This Agreement together with any Schedules attached hereto constitutes the full and complete agreement between Seller and Buyer with respect to the transactions contemplated herein and may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements of the



parties. There are no other written oral agreements or representations between the parties.


- 8.5 **Amendments.** No modification or amendment or supplement to this Agreement shall be valid or effective unless such modification, amendment or supplement is evidenced by a written instrument and executed by each of the parties hereto.
- 8.6 **Captions.** The captions to this Agreement are for convenience only and shall not define or limit any provision contained herein.
- 8.7 **Jointly Drafted.** This Agreement has been reviewed by Counsel for Seller and Buyer and has been approved as to form and content. Thus, this Agreement shall be deemed to have been jointly drafted by the Parties for the purpose of applying any rule of construction to the effect that ambiguities are to be construed against the draftsman.
- 8.8 **Additional Documents.** Both Seller and Buyer agree to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.
- 8.9 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.
- 8.10 **Bankruptcy Court Approval.** Approval of this Agreement by the Bankruptcy Court as defined in paragraph 2.8 and the entry of an Order reflecting same is a condition precedent to this Agreement.
- 8.11 **Negotiations.** Negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the participation of any person acting on behalf of the Seller or Buyer in such manner as to give rise to any valid claim against the parties or the Assets for any brokerage or finder's commission, fee, or similar compensation.
- 8.12 **Reservation of Rights.** The execution of this Agreement does not constitute any release of the Seller's claims against Crystal Roney d/b/a Popcorn Multimedia Communications Group ("Popcorn"), and the Seller further reserves any and all rights to litigate or otherwise pursue and collect the Seller's claims against Popcorn. The execution of this Agreement does not constitute any merger, release or settlement in any form by and between the Seller and Popcorn and the Seller's rights pursuant to the Asset Purchase Agreement entered into by and between the Seller and Popcorn survive the execution of this Agreement. This Agreement is entered into based upon the breach of Popcorn and Popcorn's failure to close the above-referenced transaction pursuant to the terms of the Asset Purchase Agreement and the Court Orders of the United States Bankruptcy Court for the Northern District of Georgia. It is understood by the Seller and the Buyer that both parties agree to the terms of this Agreement and that the Seller in

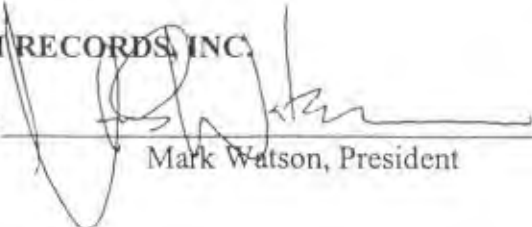
executing this Agreement is seeking to mitigate the damages caused by Popcorn's failure to close.

Seller covenants, agrees to, and shall indemnify, defend, protect, and hold Buyer harmless from and against any and all claims and obligations (including, without limitation, damages, losses, injuries, costs and expenses – including attorneys' fees), causes, causes of action, lawsuits, judicial and quasi-judicial proceedings, judgments, asserted, alleged, initiated, commenced, and/or prosecuted by third parties arising from, relating to, or concerning Seller's enforcement against any such third party involving Seller's Reservation of Rights pursuant to Paragraphs 2.2 and 8.12. This indemnification is understood to include not only the scope of any and all such claims (as broadly and liberally interpreted and referenced in this Paragraph) asserted by such third parties, but also all reasonable attorneys' fees, costs and expenses, incurred by Buyer in defending against any such third party claim.

The undersigned have entered into this Agreement as of the date first written above.

**BANKRUPTCY ESTATES OF ICHIBAN RECORDS, INC., ICHIBAN INTERNATIONAL CORPORATION, ICHIBAN PUBLISHING CORPORATION, ICHIBAN DISTRIBUTION, INC., and SKY RECORDS, INC.**

By:  *as trustee only*  
Leon S. Jones, in his capacity as Trustee for the Bankruptcy Estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation, Ichiban Distribution, Inc., and Sky Records, Inc. and not individually  
Chapter 7 Case No: 99-66017-JB  
Chapter 7 Case No: 99-70825-JB  
Chapter 7 Case No: 00-75793-JB  
Chapter 7 Case No: 00-75794-JB  
Chapter 7 Case No: 00-75795-JB  
1010

**DM RECORDS, INC.**  
By:   
Mark Watson, President



ICHIBAN RECORDS INC  
 P.O. BOX 724677  
 ATLANTA  
 GA 31139-1677  
 TEL: 770-419-1414  
 FAX: 770-419-1230  
 E-MAIL: ICHIBANR@aol.com

CURRENT CATALOGUE MARCH 1999

ICHIBAN

ICH 1001 CLARENCE CARTER	MESSIN' WITH MY MIND	R&B	MC/CD
ICH 1000 CLARENCE CARTER	DR. C.C.	R&B	MC/CD
ICH 1016 CLARENCE CARTER	HOOKEO ON LOVE	R&B	MC/CD
ICH 1018 GARY B.B. COLEMAN	IF YOU CAN BEAT ME ROCKIN'	BLUES	MC
ICH 1019 RICHY KICKLIGHTER	JUST FOR KICKS	JAZZ	MC
ICH 1022 LITTLE JOHNNY TAYLOR	STUCK IN THE MUD	BLUES	MC/CD
ICH 1026 ARTIE WHITE	WHERE IT'S AT	BLUES	MC/CD
ICH 1028 ROY AYERS	DRIVE	JAZZ	MC/CD
ICH 1032 CLARENCE CARTER	TOUCH OF BLUES	R&B	MC/CD
ICH 1034 GARY B.B. COLEMAN	ONE NIGHT STAND	BLUES	MC/CD
ICH 1039 LEGENDARY BLUES BAND	WOKE UP WITH THE BLUES	BLUES	MC
ICH 1040 ROY AYERS	WAKE UP	JAZZ	MC/CD
ICH 1042 LITTLE JOHNNY TAYLOR	UGLY MAN	BLUES	MC/CD
ICH 1044 ARTIE WHITE	THANGS GOT TO CHANGE	BLUES	MC
ICH 1045 NOLAN STRUCK	HARD WORKING MAN	BLUES	MC
ICH 1048 VARIOUS ARTISTS	NASTY BLUES	BLUES	MC/CD
ICH 1049 GARY B.B. COLEMAN	DANCIN' MY BLUES AWAY	BLUES	MC
ICH 1051 RICHY KICKLIGHTER	IN THE NIGHT	JAZZ	MC/CD
ICH 1054 CHICK WILLIS	FOOTPRINTS IN MY BED	BLUES	MC
ICH 1057 CHI-LITES	JUST SAY YOU LOVE ME	SOUL	MC
ICH 1061 ARTIE WHITE	TIRED OF SNEAKING AROUND	BLUES	MC/CD
ICH 1062 DRINK SMALL	THE BLUES DOCTOR	BLUES	MC
ICH 1064 BLUES BOY WILLIE	BE-WHO?	BLUES	CD
ICH 1065 GARY B.B. COLEMAN	BEST OF GARY B.B. COLEMAN	BLUES	MC/CD
ICH 1066 VARIOUS ARTISTS	NASTY BLUES 2	BLUES	MC/CD
ICH 1068 CLARENCE CARTER	BETWEEN A ROCK AND A HARD PLACE	R&B	MC/CD
ICH 1101 TRAVIS HADDEX	WINNERS NEVER QUIT	BLUES	MC/CD
ICH 1103 TYRONE DAVIS	I'LL ALWAYS LOVE YOU	R&B	MC/CD
ICH 1106 CHICK WILLIS	BACK TO THE BLUES	BLUES	MC/CD
ICH 1107 GARY B.B. COLEMAN	ROMANCE WITHOUT FINANCE	BLUES	MC/CD
	IS A NUISANCE		
ICH 1112 L V JOHNSON	I GOT THE TOUCH	R&B	MC
ICH 1114 DAVID DEE	GOIN' FISHIN'	BLUES	MC
ICH 1115 DICKY WILLIAMS	I WANT YOU FOR BREAKFAST	BLUES	MC/CD
ICH 1116 CLARENCE CARTER	THE DR.'S GREATEST PRESCRIPTIONS	R&B	MC/CD
ICH 1117 ARTIE WHITE	DARK END OF THE STREET	BLUES	MC/CD
ICH 1119 BLUES BOY WILLIE	BE WHO 2	BLUES	MC
ICH 1120 CHARLES WILSON	BLUES IN THE KEY OF C.	BLUES	MC
ICH 1125 TRUDY LYNN	THE WOMAN IN ME	BLUES	MC/CD
ICH 1126 VARIOUS ARTISTS	ICHIBAN BLUES AT CHRISTMAS I	BLUES	MC/CD
ICH 1127 PHIL UPCHURCH	ALL I WANT	JAZZ	MC
ICH 1128 VERNON GARRETT	CAUGHT IN A CROSSFIRE	BLUES	CD
ICH 1129 BUSTER BENTON	I LIKE TO HEAR MY GUITAR SING	BLUES	MC/CD

## ICHIBAN ALBUMS CONTINUED

ICH 1130	JAMES PETERSON	TOO MANY KNOTS	BLUES	MC/CD
ICH 1131	ARTIE WHITE	THE BEST OF ARTIE WHITE	BLUES	MC/CD
ICH 1132	TRAVIS HADDIX	WHAT I KNOW RIGHT NOW	BLUES	MC/CD
ICH 1133	BEN E. KING	WHAT'S IMPORTANT TO ME	SOUL	MC/CD
ICH 1134	CHICK WILLIS	HOLDIN' HANDS WITH THE BLUES	BLUES	MC/CD
ICH 1135	TYRONE DAVIS	SOMETHING'S MIGHTY WRONG	R&B	MC/CD
ICH 1136	ARTIE WHITE	HIT AND RUN	BLUES	MC/CD
ICH 1137	L.V. JOHNSON	UNCLASSIFIED	R&B	MC/CD
ICH 1138	BOB THOMPSON	LOVE DANCE	JAZZ	MC/CD
ICH 1139	RICHY KICKLIGHTER	KING'S HIGHWAY	JAZZ	MC/CD
ICH 1140	GARY B.B. COLEMAN	TOO MUCH WEEKEND	BLUES	MC/CD
ICH 1141	CLARENCE CARTER	HAVE YOU MET CLARENCE CARTER YET	R&B	MC/CD
ICH 1142	ROSHELL ANDERSON	ROLLING OVER	R&B	MC/CD
ICH 1143	VARIOUS ARTISTS	ICHIBAN BLUES AT CHRISTMAS 2	BLUES	MC/CD
ICH 1145	BLUES BOY WILLIE	I GOT THE BLUES	BLUES	MC
ICH 1146	KIP ANDERSON	A DOG DON'T WEAR NO SHOES	BLUES	MC/CD
ICH 1147	THEODIS EALEY	HEADED BACK TO HURTSVILLE	BLUES	MC
ICH 1148	VARIOUS ARTISTS	NASTY BLUES 3	BLUES	MC/CD
ICH 1149	JOE TEX	SHOW ME: THE HITS & MORE	R&B	MC/CD
ICH 1150	CHICK WILLIS	NASTY CHICK	BLUES	MC/CD
ICH 1151	JERRY BUTLER	TIME & FAITH	R&B	MC/CD
ICH 1152	VARIOUS ARTISTS	SOUL DEEP	R&B	MC/CD
ICH 1153	TYRONE DAVIS	THE BEST OF THE FUTURE YEARS	R&B	MC/CD
ICH 1154	WARREN BAILEY	WARREN BAILEY	URBAN	MC/CD
ICH 1155	WILLIE CLAYTON	FEELS LIKE LOVE	R&B	MC/CD
ICH 1156	TERRY BURRUS	NATION 2 NATION	JAZZ	MC/CD
ICH 1157	TRAVIS HADDIX	SURE THING	BLUES	MC/CD
ICH 1158	TRUDY LYNN	I'LL RUN YOUR HURT AWAY	BLUES	MC/CD
ICH 1159	MILLIE JACKSON	YOUNG MAN, OLDER WOMAN: THE CAST AL	R&B	MC/CD
ICH 1160	KIP ANDERSON	A KNIFE AND A FORK	BLUES	MC/CD
ICH 1161	BLUES BOY WILLIE	DON'T LOOK DOWN	BLUES	MC/CD
ICH 1162	ERICA GUERIN	NEVER TOO LATE	BLUES	MC/CD
ICH 1163	WILMAN STEVE	LOVE TO MAKE AN UGLY M.F. LAFF	COMEDY	MC/CD
ICH 1164	THEODIS EALEY	IF YOU LEAVE ME, I'M GOING WITCHA	BLUES	MC/CD
ICH 1165	BOB THOMPSON	THE MAGIC IN YOUR HEART	JAZZ	MC/CD
ICH 1166	THE MATT KENDRICK UNIT	COMPOSITE	JAZZ	CD
ICH 1167	KEVIN TONEY	LOVESCAPE	JAZZ	MC/CD
ICH 1168	TRAVIS HADDIX	A BIG OLE GOODUN	BLUES	MC/CD
ICH 1169	VERNON GARRETT	TOO HIP TO BE HAPPY	BLUES	MC/CD
ICH 1170	TYRONE DAVIS	YOU STAY ON MY MIND	R&B	MC/CD
ICH 1171	CHICK WILLIS	I GOT A BIG FAT WOMAN	BLUES	MC/CD
ICH 1172	TRUDY LYNN	24 HOUR WOMAN	BLUES	MC/CD
ICH 1173	VARIOUS ARTISTS	ICHIBAN BLUES AT CHRISTMAS 3	BLUES	MC/CD
ICH 1175	JESSIE GRAHAM	SOUL MUSIC	SOUL	CD
ICH 1177	RICHY KICKLIGHTER	MYAKKA	JAZZ	MC/CD
ICH 1179	SANDRA HALL	SHOWIN' OFF	BLUES	MC/CD
ICH 1180	TRUDY LYNN	FIRST LADY OF SOUL	BLUES	MC/CD
ICH 1181	BLUES BOY WILLIE	JUKE JOINT BLUES	BLUES	MC/CD
ICH 1182	WILLIE CLAYTON	NO GETTING OVER ME	R&B	MC/CD
ICH 1185	THEODIS EALEY	STUCK BETWEEN RHYTHM & BLUES	BLUES	MC/CD
ICH 1186	DICKY WILLIAMS	FULL GROWN MAN	BLUES	MC/CD
ICH 1187	TIA	TIA	DANCE	MC/CD
ICH 1188	WILDMAN STEVE	CAN I GET A WITNESS	COMEDY	MC/CD
ICH 1189	VARIOUS ARTISTS	PLAY THE BLUES	BLUES	MC/CD



ICHIBAN ALBUMS CONTINUED

ICH 1190	VARIOUS ARTISTS	WILD WOMEN DO GET THE BLUES	BLUES	MC/CD
ICH 1191	VARIOUS ARTISTS	BLUESMEN & RHYTHM KINGS	BLUES	MC/CD
ICH 1192	VARIOUS ARTISTS	DANCE PARTY	DANCE	CD
ICH 1193	VARIOUS ARTISTS	ICHIBAN BLUES AT CHRISTMAS 4	BLUES	MC/CD
ICH 1501	MILLIE JACKSON	ROCK N' SOUL	R&B/RCKMC/CD	
ICH 1502	MILLIE JACKSON	IT'S OVER!!	R&B/RCKMC/CD	
ICH 1503	WILLIE CLAYTON	AT HIS BEST	R&B	MC/CD
ICH 1504	MILLIE JACKSON	THE SEQUEL: IT AIN'T OVER!!	R&B/RCKMC/CD	
ICH 1505	WILSON MEADOWS	MEMORIES	R&B	MC/CD
ICH 1506	JEAN KNIGHT	SHAKI DE BOO-TEE	R&B	MC/CD
ICH 1507	SANDRA HALL	ONE DROP WILL DO IT	BLUES	MC/CD
ICH 1508	WILLIE HULL	LEAVIN' WON'T BE EASY	BLUES	MC/CD
ICH 1510	LOU PRIDE	TWISTING THE KNIFE	BLUES	MC/CD
ICH 1511	OWEN MCCRAE	GIRLFRIEND'S BOYFRIEND	R&B	MC/CD
ICH 1512	ALEXANDER O'NEAL	LOVER'S AGAIN	R&B	MC/CD
ICH 1513	LUTHER "HOUSEROCKER" JOHNSON	RETROSPECTIVE	BLUES	MC/CD
ICH 1514	GARY B.B. COLEMAN	RETROSPECTIVE	BLUES	CD
ICH 1515	TRUDY LYNN	RETROSPECTIVE	BLUES	CD
ICH 1516	JERRY MCCAIN	RETROSPECTIVE	BLUES	CD
ICH 1517	SAMANTHA FOX	21ST CENTURY FOX	DANCE	MC/CD

ICHIBAN WILD DOG

CH 9001	LEGENDARY BLUES BAND	U B DA JUDGE	BLUES	MC/CD
CH 9002	SONNY RHODES	DISCIPLE OF THE BLUES	BLUES	MC/CD
CH 9003	SMOKEHOUSE	LET'S SWAMP AWHILE	BLUES	MC
CH 9004	RAFUL NEAL	I BEEN MISTREATED	BLUES	MC/CD
CH 9005	BACKTRACK BLUES BAND	KILLIN' TIME	BLUES	MC
CH 9006	NAPPY BROWN	AW! SHUCKS	BLUES	MC/CD
CH 9007	ALEX TAYLOR	DANCING WITH THE DEVIL	BLUES	MC/CD
CH 9008	JERRY MCCAIN	LOVE DESPERADO	BLUES	MC/CD
CH 9009	DRINK SMALL	ROUND TWO	BLUES	MC/CD
CH 9010	LUTHER "HOUSEROCKER" JOHNSON	HOUSEROCKIN' DADDY	BLUES	MC/CD
CH 9011	ERNIE LANCASTER	ERNESTLY	BLUES	MC/CD
CH 9012	DR. HECTOR & THE GROOVE INJECTORS	EMERGENCY	BLUES	MC
CH 9013	TROY TURNER	HANDFUL OF ACES	BLUES	MC/CD
CH 9014	ACE MORELAND	I'M A DAMN GOOD TIME	BLUES	MC/CD
CH 9015	LEGENDARY BLUES BAND	PRIME TIME BLUES	BLUES	MC
CH 9016	SONNY RHODES	LIVIN' TOO CLOSE TO THE EDGE	BLUES	MC
CH 9017	SMOKEHOUSE	SWAMP JIVE	BLUES	MC
CH 9018	BILL WHARTON & THE INGREDIENTS	COOKIN'	BLUES	MC/CD
CH 9020	JERRY MCCAIN	STRUTTIN' MY STUFF	BLUES	MC/CD
CH 9021	THE SHADOWS	PARTY TUFF OR STAY HOME	BLUES	MC/CD
CH 9022	FLOYD MILES & FRIENDS	CRAZY MAN	BLUES	MC/CD

ICHIBAN WILD DOG ALBUMS CONTINUED

DOG 9101	MIDNIGHT CREEPERS	BREAKING POINT	BLUES	MC/CD
DOG 9102	NOBLE "THIN MAN" WATTS	KING OF THE BOOGIE SAX	BLUES	MC/CD
DOG 9103	ACE MORELAND	I'M A JEALOUS MAN	BLUES	CD
DOG 9104	VARIOUS ARTISTS	ICHIBAN BEACH BLAST	BLUES	MC/CD
DOG 9105	THE SHADOWS	IT AIN'T EASY BEIN' SLEAZY	BLUES	MC/CD
DOG 9106	JERRY MCCAIN	I'VE GOT THE BLUES ALL OVER ME	BLUES	MC
DOG 9107	WILLIE SMITH AND THE LEGENDARY BLUES BAND	MONEY TALKS	BLUES	MC/CD
DOG 9108	JIMMY DAWKINS	BLUES AND PAIN	BLUES	MC/CD
DOG 9109	THE SHADOWS	THE DARK SIDE OF THE SHADOWS	BLUES	MC/CD
DOG 9110	JIMMY DAWKINS	B PHUR REAL	BLUES	MC/CD
DOG 9111	VARIOUS ARTISTS	BEACH BLAST	BEACH/SHAG	MC/CD
		SHAG & SWING DANCE COMPILATION VOLUME 2		
DOG 9112	THE SHADOWS	FALE INTERPRETATORS	BLUES	MC/CD
DOG 9113	CLEVELAND FATS	OTHER SIDE OF MIDNIGHT	BLUES	CD
DOG 9114	LITTLE MIKE AND THE TORNADOES	HOT SHOT	BLUES	CD
DOG 9115	PATRICK VNING & THE BLUE SHARKS	BLUES WITH BITE	BLUES	CD
DOG 9901	VARIOUS ARTISTS	LET THE BIG DOG EAT	BLUES	CD

ICHIBAN INTERNATIONAL

24850	KID SENSATION	SEATOWN FUNK	RAP	MC/CD
24851	FRANCINE REED	I WANT YOU TO LOVE ME	BLUES	MC/CD
24853	LISA CERBONE	CLOSE YOUR EYES	ALROCK	MC/CD
24854	KEVIN TONEY	PASTEL MOOD	JAZZ	MC/CD
24861	THE FLESHTONES	LABORATORY OF SOUND	ALROCK	MC/CD
24862	SLAVE	MASTERS OF THE FUNK	FUNK	MC/CD
24863	DEADEYE DICK	WHIRL	ALROCK	MC/CD
24876	VARIOUS ARTISTS	RADIO ODDYSSEY	ALROCK	MC/CD
24877	BOB THOMPSON	EVERY TIME I FEEL THE SPIRIT	JAZZ	MC/CD
24878	VARIOUS ARTISTS	ROCKIN' BLUES	BLUES	MC/CD
24879	VARIOUS ARTISTS	BETWEEN THE GROOVES	BLUES	MC/CD
24882	KID SENSATION	A.K.A. MISTA K-SEN	RAP	MC/CD
24884	DOTSERO	ESSENSUAL	JAZZ	MC/CD
24886	FRANCINE REED	CAN'T MAKE IT ON MY OWN	BLUES	MC/CD
24888	SLEESTACKZ	BEHIND THE IRON CURTAIN	RAP	MC/CD
24890	LISA CERBONE	MERCY	ALROCK	CD
24898	MARCY	MARCY	ROCK	MC/CD
24899	DON DIEGO	FEEL ME	JAZZ	MC/CD
24901	DEAN JAMES	INTIMACY	JAZZ	MC/CD
24902	AUTUMNS	SUICIDE AT STRELL PARK	ROCK	MC/CD
24903	ELIZABETH GUTIERREZ Y TEXAS FIRE	TU AMIGA	TEJANO	MC/CD



ICHIBAN INTERNATIONAL ALBUMS CONTINUED

24905	DEPARTMENT OF CROOKS	PLAN 9 FROM LAS VEGAS	QUIRKY ALT	CD
24907	X	DON'T TOUCH TAHT STEREO	RAP	MC/CD
24908	VERNON GARRETT	HALF FAST THE BLUES	BLUES	MC/CD
24909	JIMMY DAWKINS	ME, MY GITAR AND THE BLUES	BLUES	CD
24910	JACK OFF JILL	SEXLESS DEMONS AND SCARS	ROCK	CD
24911	JAMES INTVELD	JAMES INTVELD	CROONER POP	CD
24912	!LAUGHINGUS!	ROC EN INGLES CON !LAUGHINGUS!	ROCK	CD
24914	NICK TURALE	LIFE, LOVE & PAIN	SOUL/R&B	MC/CD
24917	LA JAZZ SYNDICATE	LA JAZZ SYNDICATE	JAZZ	MC/CD
24921	DRIVIN' N' CRYIN'	DRIVIN' N' CRYIN'	ROCK	MC/CD
24922	THE AUTUMNS	THE ANGEL POOL	POP	CD
24924	SAMANO	BURNING NIGHTS (NOCHES CANDENTES)	LATIN	MC/CD
24925	TONY PEREZ	SOUL CONSCIOUS	LATIN R&B	MC/CD
24927	BOB THOMPSON	LADY FIRST	CONTEMP JAZZ	CD
24931	KEITH ROBINSON	PEACFUL FLIGHT	JAZZ	MC/CD
24932	TIM "BISHOP" BROWN & THE MIRACLE MASS CHOIR	AWESOME GOD	GOSPEL	MC/CD
24934	THEODIS EALEY	RAW	BLUES	MC/CD
24935	MARY SCHNEIDER	YODELING THE CLASSICS	YODEL	CD
24940	THE FLESHTONES	MORE THAN SKIN DEEP	ROCK	CD
24941	BOBBY MESSANO	DOMINION ROADS	BLUES/ROCK	CD
24942	LONNIE LISTON SMITH	TRANSFORMATION	JAZZ	
24945	JIM MORGAN	ORDINARY TIME	POP	MC/CD
24946	JUANITA DAILEY	FREE	R&B	MC/CD
24949	SAVANNAH TAYLOR	SAVANNAH TAYLOR	COUNTRY	MC/CD
24951	DJ. SMURF	DEAD CRUNK	BASS	MC/CD
24952	NILS	BLUE PLANET	JAZZ	CD
24957	DON DIEGO	THIS MUST BE HEAVEN	JAZZ	CD
24960	DOTSERO	JUMPING THROUGH HOOPS	JAZZ	CD
24961	KINO WATSON	BREAKFAST IN BED	R&B	MC/CD
24962	BRAVE NEW WORLD	WORLDWIND	JAZZ	MC/CD
24963	TOM PRINCIPATO	REALLY BLUE	BLUES	CD

**KINGFISHER**

KF6 0001	MERLE HAGGARD	TODAY I STARTED LOVING YOU AGAIN	COUNTRY	MC/CD
KF6 0002	CONWAY TWITTY	CLASSIC CONWAY VOLUME 1	COUNTRY	MC/CD
KF6 0003	LEE GREENWOOD	RINGS ON HER FINGERS, TIME ON HER HANDS	COUNTRY	MC/CD
KF6 0004	ROGER MILLER	KING OF THE ROAD	COUNTRY	MC/CD
KF6 0005	MERLE HAGGARD	SILVER WINGS	COUNTRY	MC/CD
KF6 0006	THE KENDALLS	HEAVEN'S JUST A SIN AWAY	COUNTRY	MC/CD
KF6 0007	T. GRAHAM BROWN	DON'T GO TO STRANGERS	COUNTRY	MC/CD
KF6 0008	PATSY CLINE	WALKING AFTER MIDNIGHT	COUNTRY	MC/CD
KF6 0009	MERLE HAGGARD	ALWAYS WANTING YOU	COUNTRY	MC/CD
KF6 0010	CONWAY TWITTY	CLASSIC WONWAY VOLUME 2	COUNTRY	MC/CD
KF6 0011	EDDY RAVEN	I GOT MEXICO	COUNTRY	MC/CD
KF6 0012	ROGER MILLER	DANG ME	COUNTRY	MC/CD

KINGFISHER ALBUMS CONTINUED

KF6 0013 MERLE HAGGARD	MISERY AND GIN	COUNTRY	MC/CD
KF6 0014 THE KENDALLS	CRYIN' TIME	COUNTRY	MC/CD
KF6 0015 PATSY CLINE	LOVESICK BLUES	COUNTRY	MC/CD
KF6 0016 LYNN ANDERSON	ROSE GARDEN	COUNTRY	MC/CD
KF6 0019 WILLIE NELSON	I LET MY MIND WANDER	COUNTRY	MC/CD
KF6 0020 WAYLON JENNINGS	BURNING MEMORIES	COUNTRY	MC/CD
KF6 0021 ED BRUCE	SET ME FREE	COUNTRY	MC/CD
KF6 0022 ANNE MURRAY	BOTH SIDES NOW	COUNTRY	MC/CD
KF6 0023 CLARENCE CARTER	TOO WEAK TO FIGHT	R&B	MC/CD
KF6 0024 THE COASTERS	POISON IVY	R&B	MC/CD
KF6 0025 THE DRIFTERS	DANCE WITH ME	R&B	MC/CD
KF6 0026 THE PLATTERS	ONLY YOU	R&B	MC/CD

ICHIBAN SOUL CLASSICS

SCL 2101 BILLY VERA & JUDY CLAY	STORY BOOK CHILDREN	SOUL	MC/CD
SCL 2102 CISSY HOUSTON	MIDNIGHT TRAIN TO GEORGIA	SOUL	MC/CD
	THE JANUS YEARS		
SCL 2103 PEGGY SCOTT	THE BEST OF.....	SOUL	MC/CD
SCL 2104 DIONNE WARWICK	FROM THE VAULTS	SOUL	MC
SCL 2105 ARTHUR CONLEY	SWEET SOUL MUSIC	SOUL	MC
SCL 2106 LORRAINE ELLISON	THE BEST OF LORRAINE ELLISON	SOUL	MC/CD
SCL 2109 MARY WELLS	NEER, NEVER LEAVE ME,	SOUL	MC/CD
	THE 20TH CENTURY SIDES	SOUL	
SCL 2110 THE ROYALETTES	IT'S GONNA TAKE A MIRACLE,	SOUL	MC
	THE MOM SIDES		
SCL 2111 DEE DEE WARWICK	SHE DIDN'T KNOW - THE ATCO SESSIONS	SOUL	MC/CD
SCL 2112 Z.Z. HILL	LOVE IS SO GOOD	SOUL	MC/CD
	WHEN YOU'RE STEALING IT		
SCL 2114 D.J. ROGERS	SAY YOU LOVE ME	SOUL	MC/CD
SCL 2115 ZULEMA	THE RCA YEARS - THE BEST OF.....	SOUL	MC/CD
SCL 2117 CHUCK JACKSON	SOMETHING YOU GOT - THE BEST OF.....	SOUL	MC/CD
	AND MAXINE BROWN		
SCL 2501 PATTI LABELLE AND	OVER THE RAINBOW - THE ATLANTIC YRS	SOUL	MC/CD
SCL 2502 JACKIE MOORE	PRECIOUS, PRECIOUS - THE BEST OF .....	SOUL	MC/CD
SCL 2503 MAROIE JOSEPH	THE ATLANTIC SESSIONS	SOUL	MC/CD
SCL 2504 DORIS TROY	JUST ONE LOOK - THE BEST OF	SOUL	MC/CD
SCL 2505 BARBARA LYNN	THE ATLANTIC YEARS	SOUL	MC/CD
SCL 2506 THE SWEET INSPIRATIONS	THE BEST OF THE SWEET INSPIRATIONS	SOUL	MC/CD
SCL 2507 VARIOUS ARTISTS	CHEATIN' FROM A WOMAN'S POINT OF VIEW	SOUL	MC/CD
SCL 2508 VARIOUS ARTISTS	CHEATIN' FROM A MAN'S POINT OF VIEW	SOUL	MC/CD
SCL 2509 MARY WELLS	DEAR LOVER - THE ATCO YEARS	SOUL	MC/CD
SCL 2510 VARIOUS ARTISTS	LIFTING THE SPIRIT	SOUL/R&B	MC/CD
SCL 2511 VARIOUS ARTISTS	LOVE, PEACE AND UNDERSTANDING	SOUL/R&B	MC/CD
SCL 2512 VARIOUS ARTISTS	SOULFUL LOVE DUETS VOLUME 1	SOUL	MC/CD
SCL 2513 VARIOUS ARTISTS	SOULFUL LOVE DUETS VOLUME 2	SOUL	MC/CD



ALTERED

ALT 3110 PENNILESS PEOPLE OF BULGARIA	VELOCITY	ALT. ROCK	MC/CD
ALT 3112 LOVE, HUSKIES	SEMI-GLOSS	ALT. ROCK	MC/CD
ALT 3113 WRAS'S RADIO ODDYSSEY	THE GA MUSIC SHOW LIVE ON AIR	ALT. ROCK	CD
ALT 3114 CLOUDS	COLLAGE	ALT. ROCK	CD
ALT 3115 CLAY HARPER	EAST OF EASTER	ALT. ROCK	CD
ALT 3116 THE BOQUES	GOOD CLEAN FUN	ROCK	CD
ALT 3117 PINEAL VENTANA	BREATHE AS YOU MIGHT	ROCK	CD

NAKED LANGUAGE

NAK 6001 SCREAMING IGUANAS OF LOVE	WILD WILD WILD	ROCK	MC/CD
NAK 6002 ROOT BOY SLIM	ROOT 6	ROCK	MC
NAK 6003 SCREAMING IGUANAS OF LOVE	GLAD YOU WEREN'T THERE	ROCK	MC/CD
NAK 6101 THE FLESHTONES	POWERSTANCE	ALT. ROCK	MC/CD
NAK 6104 PHUNK JUNKEEZ	PHUNK JUNKEEZ	ALT. ROCK	MC/CD
NAK 6116 THE FLESHTONES	BEAUTIFUL LIGHT	ALT. ROCK	MC/CD
NAK 6125 MARK HEARD	HIGH NOON	ALT. ROCK	MC/CD
NAK 6127 STRANGE TENANTS	BLUEBEAT PARTY	SKA/ROCK	MC/CD
NAK 6132 DASH RIP ROCK	DASH RIP ROCK SINGS GET YOU SOME MORE	ROCK	CD
NAK 6501 DEADEYE DICK	A DIFFERENT STORY	ALT. ROCK	MC/CD
NAK 6502 DASH RIP ROCK	DASH RIP ROCK'S GOLD RECORD	ROCK	CD

TECHNO 404

TNO 5101 VARIOUS ARTISTS	GO BANG! VOLUME 2.5	TECHNO	MC/CD
TNO 5102 VARIOUS ARTISTS	THUNDERPUSSY	TECHNO	MC/CD
TNO 5103 VARIOUS ARTISTS	CONQUEST OF DANCE	TECHNO	MC/CD

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SKY RECORDS

SKY 2020 PYLON	CHAIN	ALT. ROCK	MC/CD
SKY 3101 FIVE-EIGHT	ANGRIEST MAN	ALT. ROCK	CD/CD MAXI
SKY 3102 FIVE-EIGHT	WEIRDO	ALT. ROCK	CD
SKY 3103 MOE TUCKER	DOGS UNDER STRESS	ALT. ROCK	CD
SKY 3104 MOE TUCKER	I SPENT A WEEK THERE	ALT. ROCK	CD
	THE OTHER NIGHT		
SKY 3105 VARIOUS ARTISTS	BUBBAPALOOZA	COWPUNK	CD
SKY 3106 FREEMASONRY	SPARRIN' WITH THE VARMINT	PUNK	MC/CD
SKY 5010 SEERSUCKER	PUSHING ROPE	ALT. ROCK	MC/CD
SKY 5031 VIGILANTES OF ROCK	KILLING FLOOR	ALT. ROCK	MC
SKY 5032 FLAT DUO JETS	IN STEREO	ALT. ROCK	MC/CD
SKY 5033 FLAT DUO JETS	WHITE TREES	ALT. ROCK	MC/CD MAXI
SKY 5040 INSANE JANE	A GREEN LITTLE PILL	ALT. ROCK	MC/CD
SKY 5041 INSANE JANE	EACH FINGER	ALT. ROCK	MC/CD
SKY 5042 VARIOUS ARTISTS	MARIJUANA'S GREATEST HITS	ALT. ROCK	CD
SKY 5065 JARBOE	THIRTEEN MASKS	ALT. ROCK	MC/CD
SKY 5070 LAVA LOVE	APHRODISIA	ALT. ROCK	MC/CD
SKY 5858 FIVE-EIGHT	I LEARNED SHUT-UP	ALT. ROCK	MC

WRAP

WRA 8105	FATHER DOM	FATHER DOM	RAP	MC/CD
WRA 8109	M.C. BREED	20 BELOW	RAP	MC/CD
WRA 8110	KILO	A-TOWN RUSH	RAP	MC/CD
WRA 8113	GANGSTA PAT	ALL ABOUT COMIN' OUT	RAP	MC
WRA 8118	KILO	BLUNTLY SPEAKING	RAP	MC/CD
WRA 8120	M.C. BREED	THE NEW BREED	RAP	MC/CD
WRA 8125	KILO	GET WIT' THE PROGRAM	RAP	MC/CD
WRA 8124	M.C. SHY-D	THE COMEBACK	RAP	MC/CD
WRA 8125	SHO FEATURING WILLIE D TROUBLE MAN		RAP	MC
WRA 8128	THE TREACHEROUS THREEOLD SCHOOL FLAVA		RAP	MC/CD
WRA 8130	CRIP TANITE	TALEZ FROM THE CRYPT	RAP	MC/CD
WRA 8131	GANGSTA PAT	SEX, MONEY AND MURDER	RAP	MC/CD
WRA 8133	M.C. BREED	FUNKAFIED	RAP	MC/CD
WRA 8135	KILO	THE BEST & THE BASS	RAP/BASS	MC/CD
WRA 8137	KWAME	INCOGNITO	RAP	MC/CD
WRA 8139	FEARLESS	CREEPIN' UP ON YA	RAP	MC/CD
WRA 8140	HYPE BOYZ	STRAIGHT WILDING	RAP/BASS	MC/CD
WRA 8141	WILLIE D	PLAY WITCHA MAMA	RAP	MC/CD
WRA 8143	E.C.P.	STRAIGHT LACE PLAYAZ	RAP	MC/CD
WRA 8144	KOOL MOE DEE	INTERLUDE	RAP	MC/CD
WRA 8145	D.J. SMURF	VERSASTYLES	BASS/HIPHOP	MC/CD
WRA 8147	KILO	GET THIS PARTY STARTED	BASS	MC/CD
WRA 8148	M.C. BREED	BIG BALLER	RAP	MC/CD
WRA 8149	LIL MAC & D.J. TRICK	MAKIN' LOVE TO MONEY	RAP	MC/CD
WRA 8150	M.C. BREED	THE BEST OF M.C. BREED	RAP	MC/CD

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WRAP ALBUMS CONTINUED

WRA 8151	FLYY GYRLZ	NEVAH COMIN' DOWN	RAP	MC/CD
WRA 8152	D-ROC	ENGLEWOOD 4 LIFE	BASS	MC/CD
WRA 8153	M.C. BRADZ	BRAINWASHED	RAP	MC/CD
WRA 8154	M.C. BREED	TO DA BEAT CH'ALL	RAP	MC/CD
WRA 8155	D-ROC & THE 2 TIGHT CLICK	TRUE DAWGS	RAP	MC/CD
WRA 8156	SOUNDMASTER T	2 MUCH BOOTY (IN DA PANTS)	RAP	MC/CD
WRA 8157	MR. KING GEORGE	TRU PLAYER	RAP	MC/CD
WRA 8158	DA ORGANIZATION	DA ORGANIZATION	RAP/BASS	MC/CD
WRA 8159	M.C. BREED	FLATLINE	RAP	MC/CD
WRA 8160	TOP AUTHORITY	TOP AUTHORITY - UNCUT (THE NEW YEA)	RAP	MC/CD
WRA 8162	TV	TRU VISION	RAP	MC/CD
WRA 8163	SAAFIR	TRIGONOMETRY	RAP	MC/CD
WRA 8166	BAD BOYS OF BASS	BAD BOYS OF BASS	BASS	MC/CD
WRA 8167	A TOWN PLAYERS	WE KEEP IT CRUNK FOR YOU	BASS	MC/CD
WRA 8168	DOEZHA MAC'N	STAC-N BREAD	RAP	MC/CD
WRA 8169	K.B. & LIL FLEA	BLOOD AND TEARS	RAP	MC/CD
WRA 8170	G-LO	STILL A NIGGA	RAP	MC/CD
WRA 8172	PLADD	CLASSIC	RAP	MC/CD
WRA 8173	YOUNG SWOOF G	WORLD DON'T TAKE ME PERSONALLY	RAP	MC/CD
WRA 8174	BUSHWICK BILL	NO SURRENDER.....NO RETREAT	RAP	MC/CD
WRA 8175	MERCENARIES	BATTLE CRY	RAP	MC/CD
WRA 8176	MR. KING GEORGE PRESENTS	THE CONCRETE JUNGLE	RAP	MC/CD
WRA 8177	MANISH MAN & THE SYNDICATE	OPERATION CLEANUP	HIPHOP	MC/CD
WRA 8501	VARIOUS ARTISTS	NASTY RAP	RAP	MC/CD

DISTRIBUTED LABELS

SEW 003	MILLIE JACKSON	CAUGHT UP	R&B	CD
SEW 009	MILLIE JACKSON	MILLIE JACKSON	R&B	CD
SEW 013	JOE SIMON	GET DOWN	R&B	CD
SEW 019	MILLIE JACKSON	IT HURTS SO GOOD	R&B	CD
SEW 021	JOE SIMON	DROWNING IN THE SEA OF LOVE	R&B	CD
SEW 023	MILLIE JACKSON	I GOT TO TRY IT ONE MORE TIME	R&B	CD
SEW 027	MILLIE JACKSON	STILL CAUGHT UP	R&B	CD
SEW 032	MILLIE JACKSON	FREE AND IN LOVE	R&B	CD
SEW 037	MILLIE JACKSON	LOVINGLY YOURS	R&B	CD
SEW 042	MILLIE JACKSON	FEELIN' BITCHY	R&B	CD
SEW 046	MILLIE JACKSON	GET IT OUT 'CHA SYSTEM	R&B	CD
SEW 053	MILLIE JACKSON	A MOMENT'S PLEASURE	R&B	CD
SEW 059	MILLIE JACKSON AND ISAAC HAYES	ROYAL RAPPIN'	R&B	CD
SEW 070	MILLIE JACKSON	FOR MEN ONLY	R&B	CD
SEW 086	MILLIE JACKSON	I HAD TO SAY IT	R&B	CD
SEW 089	MILLIE JACKSON	JUST A LIL' BIT COUNTRY	R&B	CD
SEW 090	MILLIE JACKSON	HARD TIMES	R&B	CD
SEW 093	MILLIE JACKSON	E.S.P. (EXTRA SEXUAL PERSUASION)	R&B	CD
SEW2 038	MILLIE JACKSON	LIVE AND UNCENSORED	R&B	2CD
SEW2 954	JOE SIMON	THE SOUNDS OF SIMON/SIMON COUNTRY	R&B	2CD
SEW2 971	JOE SIMON	MOOD, HEART & SOUL TODAY	R&B	2CD

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## DISTRIBUTED LABELS CONTINUED

WIL 3007	WILLIAM BELL	ON A ROLL	R&B	MC/CD
CMC 4012	DICKY WILLIAMS	IN YOUR FACE	BLUES	MC
STA 4021	LONNIE LISTON SMITH	LOVE GODDESS	JAZZ	MC/CD
POW 4032	TOM PRINCIPATO	IN ORBIT	BLUES	MC
POW 4036	TOM PRINCIPATO & FRIENDS	BLAZING TELECASTERS	BLUES	MC
KIN 4038	TROY TURNER	TEENAGE BLUES IN BATON ROUGE	BLUES	MC/CD
POW 4101	JOHN MOONEY	TELEPHONE KING	BLUES	MC
POW 4102	BIG JOE MAHER	GOOD ROCKIN' DADDY	BLUES	MC/CD
SDE 4103	M.C. BREED	M.C. BREED & DFC	RAP	MC/CD
POW 4105	BOB MARGOLIN	CHICAGO BLUES	BLUES	MC
POW 4106	TOM PRINCIPATO	HOT STUFF	BLUES	MC/CD
POW 4107	THE NIGHTHAWKS	TROUBLE	BLUES	MC
AFT 4112	BILL DOGGETT	THE RIGHT CHOICE	R&B	MC/CD
AFT 4116	THE KING ALL STARS	THE KING ALL STARS	R&B/BLUES	MC/CD
AEI 4120	THE HARD BOYS	A-TOWN HARD HEADS	RAP	MC
URG 4125	BOBBY RUSH	INSTANT REPLAYS... THE HITS	R&B	CD
WIL 4128	WILLIAM BELL	BEDTIME STORIES	R&B	MC/CD
AFT 4137	HANK BALLARD & THE MIDNIGHTERS	NAKED IN THE RAIN	R&B	MC/CD
AFT 4138	COUP DE VILLES	BURNING BLUES	BLUES	MC/CD
AFT 4139	THE SALAMANDERS	LIVE STOCK IN THE LIVING ROOM	BLUES/ROCK	MC/CD
CON 4141	VARIOUS ARTISTS	CONQUEST OF A NATION	RAP	MC/CD
FTR 4149	BLACKJACK	STREET 2 DA GRAVE	RAP	MC
TRI 4153	O.C. SMITH	AFTER ALL IS SAID AND DONE	R&B	MC/CD
POA 4164	4 DEEP	LIFE IN THE JUNGLE	RAP	MC/CD
WIL 4166	JOEY GILMORE	CAN'T KILL NOTHIN'	BLUES	CD
FTR 4184	GHEYO MAFIA	DRAW THE LINE	RAP	MC/CD
PFP 4189	M.C. UNLIMITED	HOOD'S GOT MY BACK	BASS/RAP	MC/CD
HHR 4192	DOWN & DIRTY	CITY BOY	BASS/RAP	MC/CD
BER 4193	M.C. MADNESS	DROP THE BASS	BASS/RAP	MC/CD
PFP 4194	MACK E. L.	GET ON IT	BASS/RAP	MC/CD
HOT 4195	FREAK NASTY	FREAK NASTY	BASS/RAP	MC/CD
WIL 4196	WILLIAM BELL	THE GREATEST HITS VOLUME 1	R&B	MC/CD
WIL 4197	WILLIAM BELL	THE GREATEST HITS VOLUME 2	R&B	MC/CD
NUW 4199	FORCE MD'S	FORCE MD'S	R&B	MC/CD
DRC 4200	SOUL CIRCUS	INSIDE	DANCE	MC/CD
FRE 4201	BAZZ MOBB	STRAIGHT 2 DA BAZZMENT	BASS	MC/CD
CIT 4202	HOWARD STERN	UNCLEAN BEAVER	COMEDY	MC/CD
POW 4203	TOM PRINCIPATO	IN THE CLOUDS	BLUES	MC/CD
PFP 4204	1 + 1	HOW LOW CAN YOU GO	R&B	MC/CD
COR 4205	THA CHAMBER	MAKIN' ILLA NOIZE	RAP	MC/CD
MAC 4206	VARIOUS ARTISTS	ON THE LOW DOWN VOLUME 1	HIP HOP	MC/CD
HOT 4207	T-MAC & THE P SQUAD	T-MAC & THE P SQUAD	BASS	MC/CD
ARI 4208	N. E. S.	4YORIDE	HARDCORERAP	MC/CD
NVM 4209	LOWC	BIG BALLIN'	HARDCORERAP	MC/CD
NOI 4210	DAHOMEEZ	ABANDONED IN DA STREETZ	HARDCORERAP	MC/CD
THI 4211	C. M. P.	A SOUTHERN POINT OF VIEW	RAP	MC/CD
MRR 4212	KOOL-ACE	MACKATHERMASTICZONE	RAP	MC/CD
KON 4213	RUE DAVIS	YOU ARE MY HONEYPOO	BLUES	MC
WIL 4214	JOEY GILMORE	JUST CALL ME JOEY	BLUES	MC/CD
BJO 4215	DEAN JAMES	CAN WE TALK	JAZZ	MC/CD
VER 4218	FRED EAGLESMITH	DRIVE IN MOVIE	COUNTRY	CD
PPP 4219	K. A. S. SERENITY	RETURN TO RAINBOW BRIDGE	URBAN	MC/CD
NAP 4220	NY'A	EMBRACE	DANCE	MC/CD



## DISTRIBUTED LABELS CONTINUED

GWX 4221	GWEN MCRAE	PSYCHIC HOTLINE	SOUL	MC/CD
GWX 4222	ELVIN SPENCER	PICKING UP THE PIECES	SOUL	MC/CD
HOL 4224	LOS ANGELES VOICES OF WATTS	POWER	GOSPEL	MC/CD
DAM 4225	LEE MORRIS	MORRIS CODE 337	BLUES	MC/CD
GRS 4501	BROTHER MOST	MOOD & INTENSITY	RAP	MC/CD
CON 4502	GANGSTA TRIBE	GOTTA COME UP	RAP	MC/CD
KHE 4503	MAGICAL SOL BROTHAS	.....THE BEGINNING	HIP HOP	MC/CD
CON 4504	SNIPER UNIT	BURNT UP CITY	RAP	MC/CD
DIV 4505	ON THE LOW DOWN FEATURING APRIL HARRIS	CAN WE PLAY	DANCE	MC/CD
AXA 4506	BIG U & THE MADHOUSE CREW	RA W DEAL	RAP	MC/CD
BLR 4507	DJ KIZZY ROCK	CAN'T STOP THE ROCK	BASS	MC/CD
BBJ 4508	KRAZY-K	KRAZY RADIO	RAP	MC/CD
DRE 4509	MR. KU	CONFESSION 2 DA STREETZ	RAP	MC/CD
RJD 4510	BASKO	MIRROR	RAP	MC/CD
PPR 4511	SMITH PARK MAFIA CLICK	STRAIGHT FROM THE PARK	RAP	MC
HOP 4512	ASHFORD & SIMPSON FEATURING MAYA ANGELOU	BEEN FOUND	R&B	MC/CD
XPL 4513	HUSTLERS MAKE G'S	HUSTLER'S MAKE G'S	RAP	MC/CD
LAR 4514	SASKIA LAROO	JAZZ DANCE	JAZZ	CD
LOV 4515	TERRY BURRUS	SOUL OF JAZZ	JAZZ	MC/CD
AXA 4516	RUSCOLA	ONE LOVE- ONE STRUGGLE	R&B	MC/CD
XXR 4517	X. N.	HUSTLE ON	RAP	MC/CD
INS 4518	DJ DMD FEATURING THE INNER SOUL CLIQUE	ELEVEN	RAP	MC/CD
BSR 4519	HEINOUS BIENFANG	WHAT IS UNHEARD OF IS NOT UNSEEN	ROCK	CD
BSR 4520	GHOSTBEAT	WATER	ROCK	CD
BSR 4521	THE UNION	IN TERMINUS GA, 1997	ROCK	CD
BJO 4522	MICHAEL WHITTAKER	EARTH TONES	JAZZ	MC/CD
DBR 4524	THE JODY GRIND	ONE MAN'S TRASH IS ANOTHER MAN'S TREASURE	ROCK	CD
DBR 4525	THE JODY GRIND	LEFTY'S DECEIVER	ROCK	CD
MOV 4526	G. A. GIRLZ	G. A. GIRLZ N' DA HOUSE	RAP	MC/CD
RSK 4527	KYF BREWER BAND	ME AND MY BIG MOUTH	ROCK	CD
RSK 4528	GO! DOG! GO!	GLAD TO BE UNHAPPY	ROCK	CD
OPM 4529	ONE PUFF MUSIC FEATURING M.C. BREED	SAUCY	RAP	MC/CD
STR 4530	CHRIS HO AND THE HOTONES	LIFETIME	JAZZ	CD
PER 4531	TAMARA DANIELSSON	SO IT GOES	JAZZ	CD
NZO 4532	JANICE	BACK IN THE DAYS	R&B/HIP HOP	CD
ULT 4534	GREGG SMITH	I WANNA ROCK YA	BLUES	MC/CD
BER 4535	BALLERS	A DAY LATE AND A DOLLAR SHORT	RAP	MC/CD
ULT 4536	MIKKI BLEU	MELODIC MASSAGE	JAZZ	MC/CD
TAN 4537	3RD LEGG	A MAN'S PRIDE...A WOMAN'S PLEASURE	RAP	MC/CD
LYG 4538	E.N.E.M.Y. MINDZ	EVERY NEGATIVE ENVIRONMENT MANIPULATES YOUR MIND	RAP	MC/CD
ULT 4540	KINGSTA	AGAINST ALL ODDS	RAP	MC/CD
ULT 4541	BOBBY PATTERSON	SECOND COMING	R&B	MC/CD
PPR 4542	SPORT-TEE KEY	BALLASTIC	HARDCORE RAP	MC/CD
AXA 4543	VARIOUS UNDERGROUND NETWORK	LIFE AFTER EVOLUTION REALITY CHECK	RAP/R&B	2MC/2CD
BAS 4544	DJ QUAD	KA-MO-KA-ZI QUAD	BASS	MC/CD
TAN 4545	QUARTER & 1/2	MILLION \$ PLAN	HARDCORE RAP	MC/CD
WAR 4546	JIMMY HODGES	INSATIABLE DRIVE	URBAN	MC/CD

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## DISTRIBUTED LABELS CONTINUED

DBR 4547	LOVE TRACTOR	LOVE TRACTOR & UNTIL THE COWS COME HOME		CD
DBR 4548	LOVE TRACTOR	AROUND THE BEND	ROCK	CD
DBR 4549	LOVE TRACTOR	THEMES FROM VENUS	ROCK	CD
SHO 4550	TWEEZER	HOW TO LIVE IN A DAY OF MORAL CHAOS	ROCK	CD
SHO 4551	WILLIAM CARLOS WILLIAMS	WHITE WOMEN	AVANT-GARDE JAZZ	CD
HEC 4552	LOST SOULS	SOUL TALK	HIP HOP	MC/CD
BRR 4553	VAUGHN SMITH	LIVEST SPOT IN THE CITY	HIP HOP	MC/CD
BRR 4554	THE KARTEL	PLAYERS ONLY LIVE ONCE	RAP	MC/CD
PBM 4555	ANDY WILLIAMS	IT'S A WONDERFUL CHRISTMAS	SPOKEN WORD	CD
MRR 4556	LIL' JON & THE EAST SIDE BOYZ	GET CRUNK, WHO U WIT	BASS/RAP	MC/CD
ULT 4557	SOPHIA	FEEL THE MUSIC	DANCE/POP	MC/CD
HEC 4558	VARIOUS ARTISTS	MIKE CITY PRESENTS..... THE N.C. ALL STAR PROJECT VOLUME 1	RAP	MC/CD
BAS 4559	ICEY MO' QUAD	DA BOTTOMLESS PIT	BASS	MC/CD
BAY 4560	MR. SANDMAN introducing STAY LOW	OUT OF TIME	RAP	MC/CD
TAN 4561	VARIOUS ARTISTS	CED BLACK & G-MONEY PRESENTS HELL IN THE ATL...	RAP	MC/CD
PBM 4562	JONATHAN WINTERS	CRANK CALLS	COMEDY	CD
PBM 4563	VINCE VALENZUELA	DERAINDAMAGED!	COMEDY	CD
PBM 4564	ICE-T	THE ICE OPTION	SPOKEN WORD	3CD
BSR 4565	BOB	SONIC HEDQES	ROCK	CD
SOB 4567	CHRIS RICKS	FUNKY BROADWAY	ROCK	CD
BAY 4569	U. D. I.	DRINKS ON US	RAP	MC/CD
BER 4570	VARIOUS ARTISTS	BASS ATTACK!	BASS	MC/CD
STR 4571	CHRIS HO	GROWING UP	JAZZ	CD
BAY 4572	STEPHEN LU & THE HOLLYWOOD SESSIONS ORCHESTRA	GREATEST HOLLY WOOD THEMES VOLUME 1 - THE 90'S	SOUNDTRACK	CD
BER 4573	DJ ALADDIN	WARD TIME	RAP	MC/CD
PAR 4574	VARIOUS ARTISTS	NIGHT VISION SOUNDTRACK	SOUNDTRACK	MC/CD
AXA 4575	RHYME	DEVIL'S ADVOCATE	RAP	MC/CD
STE 4576	BIGGA THAN LIFE	WELCOME TO THE LAND OF FONK	STREET RAP	MC/CD
MOV4577	DA GIRLZ	SETTEN' IT OFF	BASS	MC/CD
SEG 4578	K-SMOOVE	THRU DA EYEZ OF A PLAYA	RAP	MC/CD
PIT 4579	ANGEL SESSIONS	INTRODUCING ANGEL	R&B	MC/CD
AXA4580	M-DOC	YOUNG, BLACK, RICH AND FAMOUS	R&B/RAP	MC/CD
PLH 4581	FULL CLIP	LATE NIGHT	RAP	MC/CD
BJO 4582	VARIOUS ARTISTS	ATHESE ARE THE SOUNDS OF LOVE	MOOD MUSIC	CD
MSE 4583	THE NATI	B. S. FACTOR	HIP HOP	MC/CD
AXA 4584	K RINO	K-RINO	RAP	MC/CD
POW 6102	TOM PRINCIPATO	TIP OF THE ICEBERG	BLUES	MC/CD
AFT 6113	JOHN ELLISON	WELCOME BACK	BLUES/R&B	MC/CD



EXHIBIT 2.6(A)

STATE OF GEORGIA  
 COUNTY OF FULTON

IRREVOCABLE LICENSE ASSIGNMENT

This Irrevocable License Assignment (the "I.L.A.") dated as of this 10<sup>th</sup> day of July, 2001, is entered into by and between Leon S. Jones, in his representative capacity as the July court appointed and acting as Chapter 7 Bankruptcy Trustee in and for the consolidated Estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795 (collectively the "Ichiban Estate" "Company" and "Licensor") on the one hand and DM Records, Inc., a Florida corporation (the "Licensee"), on the other hand.

RECITALS

Licensor is the owner of certain worldwide copyrights and/or publishing interests, trademarks, service marks, and other related proprietary rights owned, possessed, and/or controlled by the Licensor whether now existing or arising in the future (collectively the "Intellectual Property") and is the absolute proprietor of all such proprietary rights, including, without limitation, copyright, of and to the Intellectual Property.

In connection with such Agreement and the concomitant Copyright Assignment also concurrently executed herewith of even date (the "Assignment"), Licensee wishes to acquire and Licensor agrees to sell any or all of Company's licensing rights with respect to, relating to, or concerning those Intellectual Property interests set forth in Schedule 2.1 attached hereto and made a part hereof by this reference.

TERMS OF ASSIGNMENT

In consideration of the sum of \$10.00, and for such other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Licensor irrevocably, unconditionally, and absolutely grants to Licensee an irrevocable license worldwide in perpetuity of any or all of Company's rights to use the likeness of the Company's artists/producers, their names as well as the name Ichiban Records and affiliated label names and logos, including trademarks, service marks, and trade names, whether now existing or arising, created, or developed in the future.

This I.L.A. shall be binding upon and inure to the benefit of Licensor's and Licensee's respective heirs, executors, administrators, bankruptcy trustees, assigns, and

EXHIBIT 2.6 (A)

STATE OF GEORGIA  
COUNTY OF FULTON

COPYRIGHT ASSIGNMENT

This Copyright Assignment (the "Assignment") dated as of this 10 day of JULY, 2001, is entered into by and between Leon S. Jones, in his representative capacity as the duly court appointed and acting Chapter 7 Bankruptcy Trustee in and for the consolidated Estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795 (collectively the "Ichiban Estate" and "Assignor"), on the one hand and DM Records, Inc., a Florida corporation (the "Assignee"), on the other hand.

RECITALS

Assignor is the owner of certain worldwide copyrights and/or publishing interests, trademarks, service marks, and other related proprietary rights owned, possessed, and/or controlled by this Assignor whether now existing or arising in the future (collectively the "Intellectual Property") and is the absolute proprietor of all such proprietary rights, including, without limitation, copyrights, of and to the Intellectual Property.

Assignee desires to acquire the Assignor's entire interest in the Intellectual Property and as such has concurrently herewith entered into and executed that certain ASSET PURCHASE AGREEMENT (DM Records, Inc.) - the "Agreement" of even date to which this Assignment is referenced in said Agreement.

In accordance with the terms of the Asset Purchase Agreement, the same of which are incorporated herein by this reference for purposes of convenience only, Assignor and Assignee agree to this Assignment.

TERMS OF ASSIGNMENT

In consideration of the sum of \$10.00, and for such other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Assignor irrevocably, unconditionally, and absolutely conveys, transfers, sells, and assigns to Assignee, and its legal representatives and assigns, all right, title, and interest which Assignor has or may have in and to the Intellectual Property and in the copyrights thereon, together with such rights to secure renewals, reissues, and extensions of such copyrights, the specifics, descriptions, and particulars of which are identified and set forth in, but not limited exclusively to, Schedule 2.1 attached hereto and made a part hereof by this reference.



Such Assignment is intended to and shall encompass and include the full and complete term for which all such copyrights or any renewals or extensions thereof are or may be granted and include all concomitant, corresponding, corollary, and collateral interest in such Intellectual Property interests.

This Assignment shall be binding upon and inure to the benefit of Assignor's and Assignee's respective heirs, executors, administrators, bankruptcy trustees, assigns, and successors-in-interest. Assignor represents and warrants that it has full and lawful power and authority to effect, enter into, make, and deliver this Assignment. This Assignment is made and effected "AS IS/WHERE IS."

Assignor covenants, agrees to, and shall execute, cause to be notarized, and deliver to either Assignee or where so Assignees directs, including for purposes of filing, perfecting, registering, and/or recording this Assignment, or facsimile thereof or related or similar type of documentation affirming, reaffirming, reflecting, or in any other manner perfecting the transfer, sale, and assignment of the Intellectual Property and concomitant and corresponding interest therein from Assignor to Assignee. This specific covenant is intended to and shall survive the execution of this Assignment, the Asset Purchase Agreement, and the delivery of the Intellectual Property set forth in Schedule 2.1 attached hereto and made a part hereof by this reference.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed on this 10th day of JULY, 2001.

#### ASSIGNOR

LEON S. JONES, as Chapter 7 Trustee of the consolidated Estate Ichiban Records, Inc. Case No. 99-66017, Ichiban International Corporation Case No. 99-70825, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795

By:

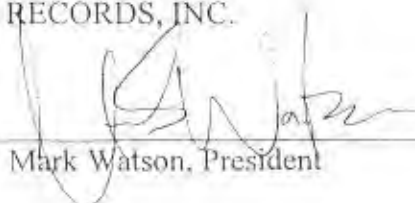
 as trustee

LEON S. JONES, as Chapter 7 Trustee  
U.S. Bankruptcy Court, Northern District  
of Georgia, Atlanta Division

#### ASSIGNEE

DM RECORDS, INC.

By:

  
Mark Watson, President



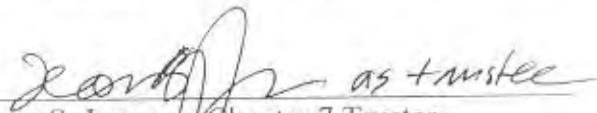
successors-in-interest. Licensor represents and warrants that it has full and lawful power and authority to effect, enter into, make, and deliver this ILA. This ILA is made and effected "AS IS/WHERE IS."

IN WITNESS WHEREOF, the undersigned has caused this revocable License Assignment to be executed on this 10<sup>th</sup> day of July, 2001.

#### LICENSOR

LEON S., JONES, as Chapter 7 Trustee of the consolidated Estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795.

By:

  
Leon S. Jones, as Chapter 7 Trustee  
United States Bankruptcy Court, Northern  
District of Georgia, Atlanta Division

#### LICENSEE

DM RECORDS, INC.

By:


  
Mark Watson, President



EXHIBIT 2.6(B)

July 10, 2001

To: Account Debtor/Payee of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation, Ichiban Distribution, Inc., and Sky Records, Inc.

RE: Ichiban Records, Inc. Case No. 99-66017-JB, Ichiban International Corporation, Inc. Case No. 99-70825-JB, Ichiban Publishing Corporation Case No. 00-75793, Ichiban Distribution, Inc. Case No. 00-75794, and Sky Records, Inc. Case No. 00-75795

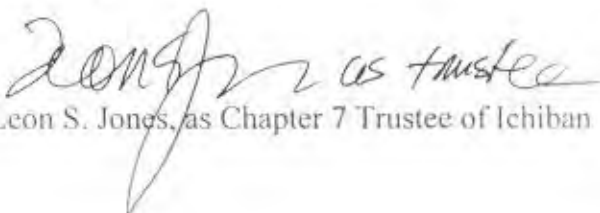
To Whom It May Concern:

I am the duly appointed and authorized Chapter 7 Trustee for the consolidated Estate of Ichiban Records, Inc. ("Ichiban Records"), Ichiban International Corporation ("Ichiban International"), Ichiban Publishing Corporation, Ichiban Distribution, Inc., and Sky Records, Inc. (hereinafter "Ichiban"). I am writing to you in my capacity as Trustee of said consolidated bankruptcy estates (hereinafter the "Trustee").

On or about June 14, 2001, the Trustee entered into a certain "ASSET PURCHASE AGREEMENT" (the "Agreement") with DM Records, Inc. ("DM"). On or about July 10, 2001, DM closed its acquisition of the Assets of Ichiban (the "Closing"). Pursuant to such Agreement and such Closing, the Trustee transferred to DM all of Ichiban's rights and interests to collect payments on behalf of Ichiban. As Trustee, I request that you forward any and all payments which are due Ichiban or which hereinafter become due to: DM Records, Inc., 1791 Blount Road, Suite 712, Pompano Beach, FL, 33069, Attn: Mark Watson.

If you should be a Payee of the consolidated estates set forth above, please direct your inquiries to DM Records, Inc. beginning from said date of the Closing.

Sincerely,

  
Leon S. Jones, as Chapter 7 Trustee of Ichiban

**BILL OF SALE****KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, DM Records, Inc., a Florida Corporation (hereinafter referred to as "Buyer"), pursuant to a an Order entered by the United States Bankruptcy Court for the Middle District of Georgia, Atlanta Division entered on July 10, 2001, in Case No. **99-66017JB** directing the disposition of the masters and other assets of the Debtor pursuant to the Asset Purchase Agreement executed by Buyer and Seller (as defined below);

**WHEREAS** Leon S. Jones, Trustee, in his capacity as Chapter 7 Trustee, and on behalf of, the Bankruptcy Estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation, Ichiban Distribution, Inc., and Sky Records, Inc. and not individually ("Seller"), whose right and authority as Seller is set forth in that certain Order Granting Trustee's Motion for Order under 11 U.S.C. § 363 Authorizing the Trustee to Sell Certain Assets to Dm Records, Inc. Free and Clear of Liens, Approving Bid Procedures, and Setting a Hearing on the Sale of Debtor's Assets (the "Order"), and which is attached hereto as Exhibit "A" and incorporated herein party of the first part, for and in consideration of the sum of TEN Dollars (\$10.00), in lawful money (and other good and valuable consideration unto it moving) to it paid by DM Records, Inc., a Florida Corporation, of the City of Pompano Beach, County of Broward, and State of Florida, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels of Seller, including but not limited to those set forth in the Asset Purchase Agreement to the extent such rights exist, described as follows:

- (a) All worldwide rights to the masters, two-inch and one-quarter inch reels, all DAT's, audio rights (compact discs, cassettes, DVD's, DVD/audio, DVD/ video) in any or all media whether existing now or in the future, production masters, video masters, film, artwork, color separations, matchprints, pictures, signs, etc. owned or controlled by the Estate of the Company whether now existing or arising in the future



- (b) All worldwide copyrights and/or publishing interests and/or trademarks/service marks owned, possessed, or controlled by the Estate of the Company whether now existing or arising in the future, including but not limited to, Copyright Registration numbers SR 74-193, SR 76-575, SR 141-691, SR 74-194, SR 139-740, SR 123-150 and SR 68-698;
- (c) An irrevocable license worldwide in perpetuity to use of the likeness of the Company's artists/producers, their name and the name Ichiban Records and affiliated label names and logos whether now existing or arising in the future;
- (d) Assignment of all receivables and future payments from all contract receivables on property and copyrights being sold and logos whether now existing or arising in the future; and
- (e) All real property interests, general intangibles, causes of action and choses of action (other than those expressly identified below as Excluded Assets), including, without limitation, any and all claims or interests with respect to a recording studio operated by or on behalf of Kala and/or located at Unit D, 2310 Marietta Boulevard, Atlanta, Georgia;
- (f) All books and records including but not limited to any and all invoices, accounting statements, banking records, royalty statements, accounts receivable, statements and ledgers; contracts (respecting exclusive artist agreements, distribution agreements and licensing agreements or otherwise) in the possession of or under the control of the Trustee associated with any of the Property;
- (g) Seven (7) copies of each tape, recording, compact disc and any similar form of medium manufactured as inventory for resale in possession of Platinum Entertainment (the "Copies") which copies shall not be subject to the provisions of paragraph 2.5(e) of the Asset Purchase Agreement.

WHEREAS Seller agrees to sign any and all other papers which may be required to effectuate the purpose and intent of the Order,

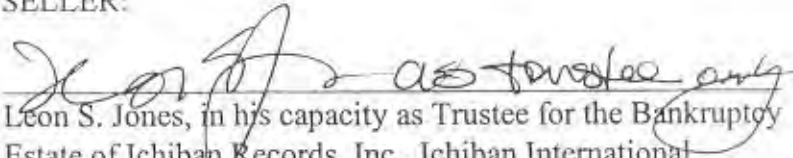
NOW THEREFORE, for TEN Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Sellers does hereby sell to said Buyer all of his rights, titles, and interest to the Masters and the right to collect all such income in the future, free and clear of any and all liens, claims, encumbrances, charges, set offs, or recoupments as set forth in the Order. Seller acknowledges that he will not receive any royalties, license, fees or monies (past, present or future) from the Master Recordings after the date of execution of this Bill of Sale.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself and its successors, hereby covenants to and with the party of the second part its successors and assigns that as to the goods and chattels conveyed under the Order, that they are free from all liens, claims and encumbrances pursuant to the Order and that it has good right to sell the same.

IN WITNESSETH WHEREOF, this Bill of Sale has been executed this 10th day of July, 2001.

SELLER:

  
Leon S. Jones, in his capacity as Trustee for the Bankruptcy Estate of Ichiban Records, Inc., Ichiban International Corporation, Ichiban Publishing Corporation, Ichiban Distribution, Inc., and Sky Records, Inc. and not individually Chapter 7 Case No.:99-66017-JB



STATE OF GEORGIA     )  
                                  )  
COUNTY OF FULTON    )

This Bill of Sale as acknowledged before me on this 10<sup>th</sup> day of July, 2001, by  
Leon S. Jones, Trustee, in his capacity as Chapter 7 Trustee of, and on behalf of the Bankruptcy  
Consolidated Estates of Ichiban Records, Inc.

  
\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]     Notary Public, Fulton County, Georgia  
My Commission Expires January 19, 2002

My Commission Expires:

ENTERED ON DOCKET

7-10-01

IN THE UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF GEORGIA  
 ATLANTA DIVISION

IN RE:	)	CHAPTER 7
	)	CASE NO. 99-66017-JB
ICHIBAN RECORDS, INC.	)	
	)	CONSOLIDATED ESTATES
<u>Debtor.</u>	)	
ICHIBAN INTERNATIONAL	)	
CORPORATION,	)	
	)	
<u>Debtor.</u>	)	
ICHIBAN PUBLISHING	)	
CORPORATION,	)	
	)	
<u>Debtor.</u>	)	
ICHIBAN DISTRIBUTION, INC.	)	
CORPORATION,	)	
	)	
<u>Debtor.</u>	)	
SKY RECORDS, INC.,	)	
	)	
<u>Debtor.</u>	)	

ORDER GRANTING TRUSTEE'S MOTION FOR ORDER  
 UNDER 11 U.S.C. § 363 AUTHORIZING THE TRUSTEE TO SELL  
 CERTAIN ASSETS TO DM RECORDS, INC. FREE AND CLEAR OF  
 LIENS, APPROVING BID PROCEDURES, AND SETTING A HEARING  
 ON THE SALE OF DEBTOR'S ASSETS

This matter is before the Court on the "AMENDED MOTION FOR ORDER UNDER 11 U.S.C. § 363 AUTHORIZING THE TRUSTEE TO SELL CERTAIN ASSETS TO DM RECORDS, INC. FREE AND CLEAR OF LIENS, APPROVING BID PROCEDURES AND SETTING A HEARING ON THE SALE OF DEBTOR'S ASSETS" (the "Sale Motion"), filed on June 18, 2001, by Leon S. Jones, as Chapter 7 Trustee (the "Trustee") for the Ichiban Estate (as hereinafter defined).

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By Order and Notice served on June 19, 2001 (the "Sale Notice"), all creditors, parties-in-interest, and persons requesting notice were notified of the Sale Motion, that a deadline of July 5, 2001 had been established to file objections to the Sale Motion and competing bids, and that a hearing had been scheduled for July 9, 2001 at 11:00 a.m. (the "Sale Hearing") to consider competing bids and objections to the Sale Motion.

The estates of Ichiban Records, Inc. ("Ichiban Records") and Ichiban International Corporation ("Ichiban International") previously were substantively consolidated by virtue of an order entered by the Court on November 16, 1999. On or about December 12, 2000, the following affiliates of Ichiban Records and Ichiban International also filed petitions for relief under Chapter 7 of the Bankruptcy Code in the Northern District of Georgia, Atlanta Division: Ichiban Publishing Corporation d/b/a Koke, Moke & Noke ("Ichiban Publishing") (Case No. 00-75793), Ichiban Distribution, Inc. ("Ichiban Distribution") (Case No. 00-75794), and Sky Records, Inc. ("Sky Records") (Case No. 00-75795). Ichiban Publishing, Ichiban Distribution, and Sky Records are hereinafter collectively referred to as the "Affiliates."

On or about February 2, 2001, the Court entered an Order (the "Consolidation Order") substantively consolidating the Affiliates and the assets and liabilities of their respective bankruptcy estates with the previously consolidated bankruptcy estates of Ichiban Records and Ichiban International. The surviving, substantively consolidated bankruptcy estate, consisting of a combination of the former separate bankruptcy estates of Ichiban Records, Ichiban International, Ichiban Publishing, Ichiban Distribution, and Sky Records (collectively, the "Consolidated Debtors"), shall be referred to herein as the

"Ichiban Estate." The Consolidation Order also provided that the Trustee would serve as Chapter 7 Trustee of the consolidated Ichiban Estate.

The Sale Motion requested that this Court authorize the Trustee to sell assets of the Ichiban Estate free and clear of liens, claims and encumbrances to the prospective purchaser identified in the Sale Motion, or to any other party submitting a higher and better offer, as determined by the Court. Pursuant to the Sale Motion, the Trustee requested that this Court approve the sale of such assets of the Ichiban Estate free and clear of any and all liens, claims and encumbrance, pursuant to § 363(b) of Title 11 of the United States Code (the "Bankruptcy Code" or "Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

The Sale Motion came before the Court at the Sale Hearing on July 9, 2001. The following persons made appearances at the Sale hearing: Leon S. Jones as attorney for the Chapter 7 Trustee, R. Jeneane Treace as attorney for the Office of the United States Trustee, Wendy Hagenau as attorney for Capitol Records, Inc., Karl M. Braun, as the attorney for DM Records, Inc. ("DM"), and Frank Nason as the attorney for Koch International ("Koch"). Objections to the Sale Motion were filed or announced at the Sale Hearing by Koch, the U.S. Trustee, CMO Productions, LLC ("CMO"), and Capitol Records, Inc. ("Capitol Records").

After reviewing the objections, any evidence proffered or presented at the Sale Hearing, representations and offers of proof made by counsel, and argument of counsel, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:



A. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Determination of the Sale Motion is a core proceeding under 28 U.S.C. § 157(b)(2).

C. The Trustee has complied with the Sale Notice and other procedures set forth in the Sale Notice.

D. Proper, timely, adequate and sufficient notice of the Sale Motion and the Sale Hearing has been provided in accordance with §§ 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and the Sale Notice, such notice being appropriate under the circumstances. No other or further notice of the Sale Motion, the Sale Hearing or of the entry of this Order is required.

E. A reasonable opportunity to counterbid, object, or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities.

F. Through the Sale Motion, Trustee sought approval of the sale of the Purchased Assets (defined below) to the bidder offering the highest and best price. The price offered by the purchaser identified in the Sale Motion was [REDACTED]

G. The Asset Purchase Agreement, a copy of which is annexed to the Sale Motion as Exhibit A, as amended by this Order, (the "Asset Purchase Agreement"), and consummation of the sale of the Purchased Assets (defined below) to DM Records at this time are in the best interests of the Debtor, its creditors and its estate. The Trustee has articulated good and sufficient business justification for the proposed sale as contemplated by the Asset Purchase Agreement, pursuant to Section 363(b) of the Code.

H. The offer of DM Records under the Asset Purchase Agreement represents the highest and best offer for the Purchased Assets (defined below), and the purchase price is fair and reasonable and constitutes reasonably equivalent value under the Code and applicable state law.

I. The Trustee may sell the Purchased Assets (defined below) free and clear of all liens, claims, interests and encumbrances, because, as required by § 363(f) of the Code, the parties that have Liens (defined below) thereon have either consented to such sale pursuant to the Asset Purchase Agreement or waived their rights to object thereto.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion be, and it hereby is, granted, as set forth herein, and the Trustee is authorized to sell the Purchased Assets (defined below) to DM Records.

2. Notwithstanding anything to the contrary contained in the Asset Purchase Agreement or the Sale Motion, the "Purchased Assets" shall consist of all right, title and interest of the Ichiban Estate in and to the following:

All property of the Ichiban Estate and/or the Consolidated Debtors, wherever located, other than Excluded Assets (defined below), including, without limitation, all producer/artist agreements owned by the Ichiban Estate and/or the Consolidated Debtors, all publishing rights and all license agreements between the Ichiban Estate and/or any of the Consolidated Debtors and any and all licensees, and all copyrights, trademarks, service marks, royalties, receivables and revenues associated or in connection therewith, and all distribution, mechanical license, synchronization, and master purchase agreements, and including further, without



limitation, the following (items (a) through (g) below being referred to herein collectively as the "Specified Property"):

- (a) All worldwide rights to the masters, two-inch and one-quarter inch reels, all DAT's, audio rights (compact discs, cassettes, DVD's, DVD/audio, DVD) video) in any or all media whether existing now or in the future, production masters, video masters, film, artwork, color separations, matchprints, pictures, signs, etc. owned or controlled by the Estate of the Company whether now existing or arising in the future;
- (b) All worldwide copyrights and/or publishing interests and/or trademarks/service marks owned, possessed, or controlled by the Estate of the Company whether now existing or arising in the future, including but not limited to, Copyright Registration numbers SR 74-193, SR 76-575, SR 141-691, SR 74-194, SR 139-740, SR 123-150 and SR 68-698;
- (c) An irrevocable license worldwide in perpetuity to use of the likeness of the Company's artists/producers, their name and the name Ichiban Records and affiliated label names and logos whether now existing or arising in the future;
- (d) Assignment of all receivables and future payments from all contract receivables on property and copyrights being sold and logos whether now existing or arising in the future; and
- (e) All real property interests, general intangibles, causes of action and choses of action (other than those expressly identified below as Excluded Assets), including, without limitation, any and all claims or interests with respect to

a recording studio operated by or on behalf of Kala and/or located at Unit D, 2310 Marietta Boulevard, Atlanta, Georgia;

- (f) All books and records including but not limited to any and all invoices, accounting statements, banking records, royalty statements, accounts receivable, statements and ledgers; contracts (respecting exclusive artist agreements, distribution agreements and licensing agreements or otherwise) in the possession of or under the control of the Trustee associated with any of the Property.
- (g) Seven (7) copies of each tape, recording, compact disc and any similar form of medium manufactured as inventory for resale in possession of Platinum Entertainment (the "Copies") which copies shall not be subject to the provisions of paragraph 2.5(e) of the Asset Purchase Agreement.

Provided, however, that (A) the Trustee's sale of such Purchased Assets shall be "AS IS/WHERE IS" with no representations or warranties by the Trustee not expressly set forth in the Asset Purchase Agreement or this Order, and (B) the Purchased Assets to be conveyed specifically exclude the following items (collectively, the "Excluded Assets"): (1) any cash or royalties or receivables collected or held by the Consolidated Debtors or the Ichiban Estate at any time pre-petition through the Closing Date, (2) avoidance claims of the Trustee under Bankruptcy Code § 541, and 548 (but the Purchaser shall be entitled to receive any cash or other property recovered or obtained by the Trustee with respect to Specified Property, less reasonable attorneys' fees, collection costs and expenses of any action to recover such property being brought at the sole election and option of the Trustee), (3) deposit accounts maintained by the Trustee, (4) any claims of the Trustee



against former officers, directors, and shareholders of the Debtors (but not any such claims as to Specified Property, which claims as to Specified Property shall be transferred and assigned to Purchaser), (5) claims of the Consolidated Debtors or the Trustee against Platinum Entertainment, Inc., (6) any rights to distribute or collect proceeds from the sale of the Noel Coward C.D. from Platinum Entertainment, Inc., (7) avoidance claims of the Trustee under Bankruptcy Code § 547, (8) any claims of the Trustee or the Estate against Crystal Roney a/k/a Popcorn Multimedia Group.

3. The terms and conditions of the Asset Purchase Agreement and the execution and delivery by the Trustee thereof, are hereby approved, and the sale of the Purchased Assets pursuant to the Asset Purchase Agreement and this Order is hereby authorized under § 363(b) of the Code. In the event of any conflict between the Asset Purchase Agreement and this Order, this Order controls.

4. By the entry of this Order, the Trustee is authorized, empowered and directed to fully perform under, consummate and implement the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, any or all of the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement.

5. Pursuant to §§ 105(a) and 363(f) of the Code, the Purchased Assets shall be transferred to the Purchaser upon the closing under the Asset Purchase Agreement (the "Closing") and shall be free and clear of all liens, mortgages, leases or other rights or

claims of right to use or occupancy encumbrances, security interests, claims, charges, or other legal or equitable encumbrances and any other matter affecting title (collectively "Liens"), with all Liens released, terminated and discharged as to the Purchased Assets and to attach to the proceeds of sale, with the same validity, force and effect that they now have as against such assets, subject to further order of the Court, including the Court's application of bankruptcy law, including but not limited to Bankruptcy Code §§ 505(a), 506(c), 507, 544, 547, 548, 724, and non-bankruptcy law as to the amounts, validity, and priority for purposes of distribution of the proceeds of the sale.

6. The Purchaser is a purchaser in good faith of the Purchased Assets and is entitled to all of the protections afforded by § 363(m) of the Code.

7. The proceeds of the sale of the Purchased Assets shall be delivered directly to the Trustee and deposited in an interest-bearing account maintained by the Trustee; except that the Trustee is authorized and directed to disburse to Capitol Records, Inc. an amount equal to  $\frac{1}{2}$  of the proceeds which are subject to the lien claims of Capitol Records, Inc. which the Purchaser and Trustee have stipulated at 40% of the Purchase price; and to the extent the Trustee seeks to surcharge such undisbursed proceeds or otherwise make a claim to any such undisbursed proceeds subject to the lien claims of Capitol Records, Inc., the Trustee shall file any such claim within 30 days of the Closing Date (as defined below).

8. This Order (a) is and shall be effective as a determination that, on the date of the Closing (the "Closing Date"), all Liens existing as to the Purchased Assets prior to the Closing have been and hereby are unconditionally released, discharged, and terminated, but such Liens shall attach, to the extent valid and determined to be allowed



claims within the meaning of Section 101 of the Bankruptcy Code, to the proceeds of the Purchased Assets ("Discharged Liens"), and (b) is and shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their officer, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets. The Discharged Liens include but are not limited to, those parties who have filed financing statements against any of the Consolidated Debtors.

9. The transfer of the Purchased Assets to the Purchaser, and the making, execution, delivery or recordation of any other instrument of transfer or assignment executed in connection with any of the transactions contemplated in connection with the Asset Purchase Agreement is not subject to taxation under any state or local law imposing a stamp, transfer or other similar tax in accordance with § 1146(c) and § 105 of the Bankruptcy Code.

10. The terms and provisions of the Asset Purchase Agreement, together with the terms and provisions of this Order, shall be binding in all respects upon, and shall inure to the benefit of, the Trustee, the Consolidated Debtors, the Ichiban Estate, and all creditors and parties-in-interest, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties, including but not limited to, any and all persons asserting a claim against or interest in the Ichiban Estate or any of the assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement and this Order. The Debtor and

the Purchaser are authorized to close the sale of the Purchased Assets immediately upon entry of this Order, pursuant to Bankruptcy Rule 6004(g).

11. The following objections were made and resolved as follows:

(a) Koch International opposed the sale to the extent the assets to be sold include any masters or licenses relating to Clarence Carter contending that the Ichiban Estate has no interest in such property. DM contends that the Estate includes exclusive right, title and interest in and to the Clarence Carter masters and/or licenses. The Trustee takes no position regarding the Koch objection and has no interest in the outcome of such dispute. Since the Estate also has no interest in the outcome of such dispute, the Bankruptcy Court retains no jurisdiction over its resolution. DM and Koch have agreed and advised the Court that adjudication of the dispute, if necessary, shall be in the Federal District Court for the Northern District of Georgia, Atlanta Division.

(b) It is Ordered that the objection of Capitol Records is resolved and overruled and the purchaser shall (i) pay to Capitol at the closing [REDACTED] in addition to the purchase price and (ii) retrieve within one (1) week of the entry hereof at its cost, 30 pieces of every Ichiban International title held in storage by Capitol in CD form. All inventory of Debtors not sold or delivered to DM pursuant hereto is hereby deemed abandoned to the creditors respectively holding liens on said inventory for purposes of its destruction in accordance with Paragraph 2.5(e) of the Asset Purchase Agreement.

(c) CMO Productions objected to the sale contending that the Ichiban Estate has no interest in the Kala Recording Studio. DM contends that the Estate includes exclusive right, title and interest in and to the Kala Recording Studio. The Trustee takes no position regarding the CMO objection and has no interest in the outcome of such

dispute. Since the Estate also has no interest in the outcome of such dispute, the Bankruptcy Court retains no jurisdiction over its resolution.

(d) The Trustee stated on the record that he had received a letter from Warlock Records, Inc. dated June 25, 2001 stating an objection to the sale. No one appeared at the hearing on behalf of Warlock Records, Inc. and its objection is hereby overruled.

12. It is further ordered that the Sale Agreement is hereby modified so that the 2<sup>nd</sup> paragraph of section 8.12 (contained on page 10 of the Agreement) is stricken so that the Trustee shall have no indemnification obligation, and

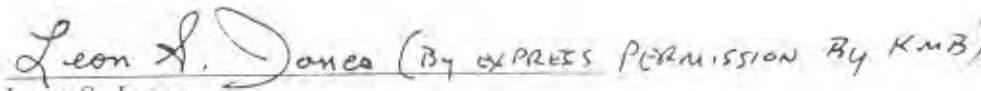
13. It is further ordered that notwithstanding any provisions of the Sale Motion or Asset Purchase Agreement, this Court shall retain jurisdiction over this case and matter only to the extent required by applicable bankruptcy law.

SO ORDERED, this 10<sup>th</sup> day of JULY, 2001.

  
JOYCE BIHARY, JUDGE  
UNITED STATES BANKRUPTCY COURT

Prepared and presented and consented to by:

JONES & WALDEN

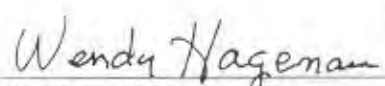
 (By EXPRESS PERMISSION BY KMB)


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