

ANNEX B

Dated ... 2ND MAY 2004

To the Agreement dated as of 15 April 2004 between EMI Music Publishing Ltd of 127 Charing Cross Road, London WC2H 0QY, England ("Publisher") for and on behalf of EMI U Catalog Inc of 1290 Avenue of the Americas, New York, NY 10104, USA ("Company") of the one part, and Samuel Mark Baker of 5 Marston Close, Belper, Derbyshire, DE56 1TP; Nicholas Charles Elsworth Delves of The Beehive, Well Banks, Kirk Ireton, Ashbourne, Derbyshire DE6 3JW ; David Anthony Warren of 9 Derwant Avenue, Milford, Belper, Derbyshire DE56 0RB (jointly and severally "Assignor") of the other part.

IT IS HEREBY AGREED as follows :

1. In consideration of the payment by the Company to the Assignor of the sum of £1 (one pound) (the receipt and sufficiency of which is hereby acknowledged) and of the approval set out in the accompanying Agreement dated as of 15 April 2004 the Assignor hereby irrevocably assigns sells and transfers to the Company an undivided 50% (fifty per cent) (pro rated as applicable, as provided for herein) ("the relevant share") of the copyright in and to the new work entitled "KICKING THE BALLS IN" ("the new work") together with any and all renewals, extentions, continuations and/or reversions, secured or to be secured under the Copyright Designs and Patents Act 1988 and all amendments and extensions thereto and thereof and all further legislation which may from time to time replace the same and any other copyright law or similar law now or hereafter in force or effect or pursuant to any treaties, conventions or proclamations throughout the universe.

The new work shall be registered as follows :

<u>Composer/Author</u>	<u>Share</u>	<u>Publisher</u>	<u>Share</u>
Sam Baker	16.66%	Copyright Control	16.66%
Nick Delves	16.66%	Copyright Control	16.66%
David Warren	16.66%	Copyright Control	16.66%
Elmer Bernstein	50%	EMI Music Publishing Ltd obo EMI U Catalog Inc	50%

2. The Assignor hereby agrees on demand to execute and sign any other documents/instruments and writings and to do all acts and things which may hereafter be required of the Assignor for vesting in the Company the premises expressed to be hereby assigned.

3. The Assignor hereby warrants and declares that he has good right and full power to enter into this Agreement and to assign the relevant share of the copyright in and to the new work to the Company free from all claims and encumbrances and

that the new work does not infringe the rights of any third party including but not limited to any copyright owned and/or controlled and/or administered by any third party.

4. It is acknowledged and agreed that nothing in this Agreement provides expressly for any third party to have any right to enforce any term hereof and for the complete avoidance of doubt the parties do not intend any term of this Agreement to be enforced by or to confer benefit upon any third party.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED BY)
Samuel Mark Baker)


.....

SIGNED BY)
Nicholas Charles)
Elsworth Delves)


.....

SIGNED BY)
David Anthony Warren)


.....

SIGNED BY)


.....

AND BY)
Directors)
For and on behalf of)
EMI Music Publishing Ltd)
For and on behalf of)
EMI U Catalog Inc)