

Exhibit "B"

ASSIGNMENT OF COMPOSITIONS AND RIGHTS TO COPYRIGHT

Cecil Glenn p/k/a "D.C." and Steve Gibson individually, and collectively d/b/a Tag Team and Tag Team Music, Inc.

and _____
(Writers)

(collectively "Assignors"),

for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Assignors do hereby sell, assign, transfer and set over unto Bellmark's affiliated designee publisher, its successors and assigns, fifty percent (50%) of the entire rights, title and interests throughout the world and universe, including, without limitation, the copyrights and any registration and copyright applications relating thereto, and any and all renewals and extensions thereof and in and to all works based upon, derived from, or incorporating the work covered by such copyrights, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based upon said copyrights, and in and to all rights corresponding to the foregoing throughout the world and universe, in and to the following musical compositions which were written and authored by the following indicated persons:

Title	Writer(s)	Copyright Office Identification No.
Whoomp! (There It Is)		

and fifty percent (50%) of the right, title and interest of the undersigned Assignors, vested and contingent therein and thereto, subject to the terms and conditions of the Memorandum Agreement between Assignors and Assignee dated effective March 30, 1993 and for the term of the copyrights and all renewals and extensions thereof.

Assignors agrees that the Assignee(s) has the sole, exclusive worldwide and universal right to administer and exploit the copyrights and musical composition, to print, sell, dramatize, use and license any and all uses of the copyrights and compositions, to execute in Assignee(s) own name any and all licenses and agreements whatsoever effecting or respecting the compositions and copyrights, including but not limited to licenses for mechanical reproduction, public performances, dramatic use, synch uses and sub-publication, and to assign or license such rights to others. This statement of exclusive rights is only in clarification and amplification of the rights of Assignee(s) and not in limitation thereof.

The Assignors agree to execute any further documents and instruments (such as assignments or confirmations of ownership of copyrights) and do such other acts as may be reasonably necessary to fully effectuate the intents and purposes of this Agreement.

ASSIGNORS:

Cecil Glenn p/k/a "D.C." and Steve Gibson individually, and collectively d/b/a Tag Team and Tag Team Music, Inc.

Cecil Glenn
Cecil Glenn p/k/a "D.C."

Steve Gibson
Steve Gibson

Tag Team Music, Inc.

By: *Steve Gibson* *Vice Pres.*
(Name) (Title)

Cecil Glenn *President*
(Name) Writer

(Name) Writer