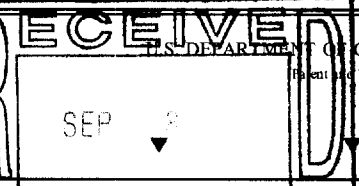


09-10-1998



100825393

SHEET
NLU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): General Electric Capital Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (New York)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademark Security Agreement _____

Execution Date: July 29, 1998

2. Name and address of receiving party(ies):

Name: Spec's Music, Inc.

Internal Address: _____

Street Address: 800 Freedom Avenue, N.W.

City: North Canton State: Ohio ZIP: 44720

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Florida corporation
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see attached Schedule 1

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond M. Maiello, Esq.

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

09/10/1998 GSNITH 00000025 75271864

01 FC:481
02 FC:48240.00 00
150.00 00
Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 1784 FRAME: 0924

SCHEDULE 1

Trademark	Registration Number	Serial Number	Country	Reg. Date	Filing Date
HITS ONLY		75/271864	USA		4/9/97
D S Latino		75/271865	USA		4/9/97
Design		75/271866	USA		4/9/97
Design		75/271867	USA		4/9/97
RAIZ LATINA		75/271868	USA		4/9/97
EPICENTRO MUSICAL		75/271869	USA		4/9/97
ORO LATINO		75/271870	USA		4/9/97

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE is made as of July 29, 1998 by General Electric Capital Corporation, a New York corporation (the "Lender"), under the Credit Agreement, dated as of May 22, 1996, between Spec's Music, Inc., a Florida corporation (the "Debtor"), and the Lender (hereinafter, the "Credit Agreement"), in favor of the Debtor.

Statement of Facts

WHEREAS, the Debtor and the Lender are parties to a Trademark Security Agreement, dated as of October 3, 1997 (hereinafter referred to as the "Trademark Security Agreement") whereby the Debtor granted to the Lender a security interest in the trademarks and the trademark applications described on Schedule 1 attached hereto, together with all good will of the Debtor's business relating thereto and all other assets of the Debtor necessary to produce the products for which such applications will be or such trademarks are used, including without limitation all proceeds thereof (such as, by way of example, licenses, royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all renewals, extensions and other proceeds thereof (collectively, the "Trademarks");

WHEREAS, an executed original of the Trademark Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office; and

WHEREAS, the Lender now desires to release and discharge all of its security interests and other rights in the Trademarks in connection with the termination of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender hereby agrees as follows:


Statement of Terms

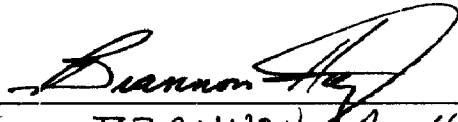
1. The Lender hereby releases all liens, security interests, rights, titles and interests in the Trademarks granted by the Debtor to the Lender pursuant to the Trademark Security Agreement.

2. The Lender authorizes the Commissioner of Patents and Trademarks of the United States of America to record this Release.

IN WITNESS WHEREOF, the Lender has caused this Release to be signed by its duly authorized officers as of the date set forth above.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: TIMOTHY C. HUBAN
Title: SR. V.P.

By: 
Name: BRANNON A. HUNTZ
Title: ASSOCIATE