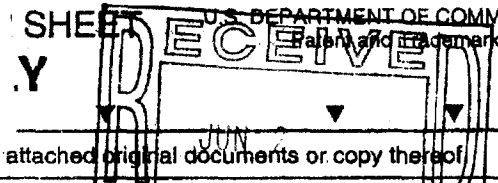


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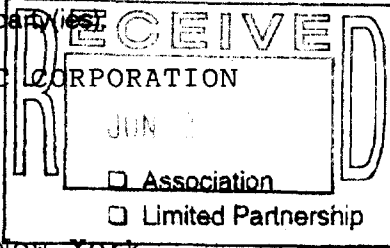
To the Honorable Commissioner of Patents and Trademarks

101057715

Record the attached original documents or copy thereof

1. Name of conveying party(ies)

SAM ASH MUSIC CORPORATION



- Individual(s)
- General Partnership
- Corporation-State New York
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 23, 1999

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

Internal Address: _____

Street Address: 1133 AVENUE OF THE AMERICAS

City: New York State: NY ZIP: 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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

(Designations must be a separate document from assignment)

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

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

62-29

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: KELLEY DRYE & WARREN LLP

Internal Address: MARIEE PILKINGTON

LEGAL ASSISTANT

Street Address: 101 PARK AVENUE

City: NEW YORK State: NY ZIP: 10178

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41).....\$ 1,090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

06/07/1999 DNGUYEN 00000036 2104341

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 1050.00 OP

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.

LORI POTTS

Name of Person Signing

[Signature]
Signature

6/1/99

Date

Total number of pages including cover sheet, attachments, and document: 25

UNITED STATES OF AMERICA

TRADEMARK -----	CURR REG NO -----	CUR REG DT	RNL DT -----
48TH STREET DRUM SHOP	2,104,341	07OC1997	07OC2007
BENJAMIN ADAMS	1,627,002	11DE1990	11DE2000
CARLO ROBELLI	1,145,726	13JA1981	13JA2001
GROOVE PLUGS	2,202,726	10NO1998	10NO2008
GUITAR RESEARCH	1,740,571	15DE1992	15DE2002
KIM DANIELS	1,701,698	21JL1992	21JL2002
MIXPAD	2,005,980	08OC1996	08OC2006
OVER THIRTY GUITAR CLUB (SM)	1,617,256	09OC1990	09OC2000
SAM ASH	1,168,112	08SE1981	08SE2001
SAM ASH	1,385,208	04MR1986	04MR2006
SAM ASH (CREDIT CARDS)	1,939,950	05DE1995	05DE2005
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SAMMY	1,255,275	25OC1983	25OC2003
SAMSON	1,146,100	20JA1981	20JA2001
SAMSON	1,252,756	04OC1983	04OC2003
SAMSON (SM) (TM)	1,532,532	04AP1989	04AP2009
SAMSON MIXPAD	1,989,014	23JL1996	23JL2006
STAGE WORKS	1,850,308	16AU1994	16AU2004
STAGEWORKS	1,692,193	09JE1992	09JE2002
THE INSTALL SERIES	1,930,204	24OC1995	24OC2005
THE WIRELESS FUTURE	2,066,941	03JE1997	03JE2007
WE ARE THE WIRELESS FUTURE	1,600,433	12JE1990	12JE2000
WE TOOK THE WORRY OUT OF WIRELESS	1,394,743	27MY1986	27MY2006

UNITED STATES OF AMERICA

TRADEMARK -----	CURR APP NO -----	CUR APP DT -----
48TH STREET DRUM SHOP	74/635,894	17FE1995
BROOKLYN STAGE WORKS	75/461,221	03AP1998
BROWNSVILLE	75/483,557	12MY1998
CHOIR BOY	75/491,184	27MY1998
GROOVE PAK	75/331,191	28JL1997
GROOVE PERCUSSION	75/331,231	28JL1997
GUITAR RESEARCH	75/640,100	12FE1999
JEAN BAPTISTE	75/481,831	08MY1998
PLAY AS YOU PAY	75/523,224	22JL1998
POWERBRITE	75/276,014	14AP1997
SAM ASH EVERYBODY'S FAVORITE MUSIC STORE	75/055,249	08FE1996
SAM ASH MUSIC SUPERSTORE	75/055,005	08FE1996
SAM ASH QUICKSHIP	75/372,207	14OC1997
SAM ASH QUICKSHIP	75/372,208	14OC1997
SAM ASH THE MUSICAL INSTRUMENT MEGA STORE	75/404,685	12DE1997
SAM ASH THE WORLD'S FAVORITE MUSIC STORE	75/055,004	08FE1996
SAMASH.COM	75/035,224	21DE1995
SAMSON.COM	75/035,223	21DE1995
SAMSONTECHNOLOGIES.COM	75/035,144	21DE1995
THUG	75/491,183	27MY1998

**SECURITY AGREEMENT
(TRADEMARKS)**

SECURITY AGREEMENT (TRADEMARKS), dated as of April 23, 1999, between SAM ASH MUSIC CORPORATION, a New York corporation with offices at 278 Duffy Avenue, Hicksville, New York 11801 ("Assignor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation with an office at 1133 Avenue of the Americas, New York, New York 10036 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignee, Assignor, Samson Technologies Corp., Sam Ash Pennsylvania, Inc. and Sam Ash CT, LLC (together with Assignor, "Borrowers") have entered into a Loan and Security Agreement dated the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement," and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which Assignee may make loans and advances and provide other financial arrangements to Borrowers, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Assignor grants to Assignee a security interest in certain of its personal property pursuant to the Loan Agreement;

WHEREAS, Assignor owns all right, title, and interest in and to, among other things, certain United States and foreign trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to, those set forth on Exhibit 1 hereto (the "Trademarks");

WHEREAS, in order to secure Borrowers' Obligations (as defined in the Loan Agreement) to Assignee, Assignor has agreed to grant to Assignee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Assignee has requested Assignor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Assignee to make loans and advances to Borrowers, Assignor hereby grants to Assignee a security interest in the following property of Assignor:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;
- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by Assignor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all renewals of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Assignor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks, and the use thereof, subject to the terms and conditions of such licenses and agreements; and
- (h) all goodwill of Assignor's business symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

Assignor hereby covenants with Assignee as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Assignee relating to the Collateral and Assignee shall not be required to perform any covenant, duty or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor is the beneficial and record owner of the Collateral, and, to its

knowledge, no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Assignor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Assignor as licensor), except that Assignor has licensed certain third parties to manufacture products under certain of the Trademarks for sale to Assignor and has licensed others to use certain of the Trademarks to sell products purchased from Assignor, and (d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Assignee has taken the other actions contemplated by the Loan Agreement and in this Agreement, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Assignee, enforceable against Assignor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest, all in accordance with the terms and conditions of the Loan Agreement and all laws applicable to the perfection of a security interest in trademarks and trade names.

3. Covenants. Assignor will maintain and renew all items of Collateral and all registrations of the Collateral that are material to the conduct of its business and consistent with its reasonable business judgment and will defend the Collateral against the claims of all persons. Assignor will maintain the same standards of quality (which Assignee has reviewed) for the goods and services in connection with which the Trademarks are used as Assignor maintained for such goods and services prior to entering into this Agreement. Assignee shall have the right to enter upon Assignor's premises at all reasonable times and upon prior written notice to monitor such quality standards. Without limiting the generality of the foregoing, Assignor shall not permit the expiration, termination or abandonment of any material Trademark or Future Trademark without the prior written consent of Assignee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Assignor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto, subject to the terms and conditions of such agreements, and Assignor shall give Assignee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Assignee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Assignee hereby grants to Assignor the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement. Other than as set forth in this Agreement, Assignee shall not contest, challenge, or take any action to interfere with Assignor's ownership, right, title and interest in and to the Trademarks.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Assignor's rights pursuant to Section 4 hereof shall, at Assignee's option, terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Assignee. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and, subject to any limitations imposed under any license

agreements constituting part of the Collateral, may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Assignee to the contrary. The preceding sentence shall not limit any right or remedy granted to Assignee with respect to Assignor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Assignor shall execute, in the form of Exhibit 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks and Future Trademarks pursuant to Section 5. Assignor and Assignee hereby agree that Assignor shall deliver the foregoing Special Powers of Attorney to Assignor's trademark counsel, Amster, Rothstein & Ebenstein, as escrow agent, to hold in escrow pursuant to a letter agreement dated of even date herewith among Assignor, Lender and the escrow agent. Assignee hereby agrees that it shall not exercise the rights granted in such Special Power of Attorney prior to an Event of Default. Assignor hereby releases Assignee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Assignee under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Assignee, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived, without the prior written consent of both Assignor and Assignee. Notwithstanding the foregoing, Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit 1 hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party

or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to and of the Collateral may be assigned, transferred, or delegated by Assignor without the prior written consent of Assignee; and, provided further, that the Assignee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Further Acts. Assignor shall have the duty to prosecute diligently any application for the material Trademarks and Future Trademarks as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and to make applications on material Future Trademarks in any country where Assignor does material business and to preserve and maintain all rights in the material Trademarks and the other Collateral. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a trademark application or registration for any material trademark, nor abandon any such pending trademark application or registration, without the consent of Assignee (such consent shall not be unreasonably withheld). Nothing herein shall, prior to an Event of Default, interfere with Assignor's rights to use, modify, adopt, discontinue use or prosecution of any Trademarks, or settle any disputes relating thereto consistent with its reasonable business judgment and in the ordinary course of conducting its business' provided, however, that Assignor shall use all reasonable good faith efforts to use, maintain, prosecute, register and enforce its material Trademarks. A list of Assignor's material Trademarks are set forth in Exhibit 1-A attached to and made a part of this Agreement.

12. Enforcement. Upon an Event of Default, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks, Future Trademarks, and any license under any of the foregoing, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents that may be reasonably requested by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 12.

13. Re-Assignment. At such time as Assignor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Assignee's remedies under the Financing Agreements after an Event of Default, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments (including but not limited to a Release of Security Interest in form recordable in the U.S. Patent and Trademark Office) as may be necessary or proper to release Assignee's lien in the Collateral, subject to any dispositions thereof that may have been made by Assignee pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Agreement shall be given in the manner prescribed by the Loan Agreement.

16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

17. Financing Agreement. This Agreement is one of the Financing Agreements.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

SAM ASH MUSIC CORPORATION,
Assignor

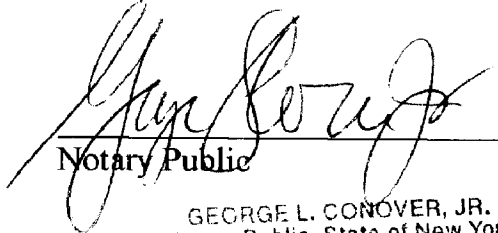
By: David Charles Ash
Name: David C. Ash
Title: Chief Operating Officer

CONGRESS FINANCIAL CORPORATION,
Assignee

By: Kaw
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

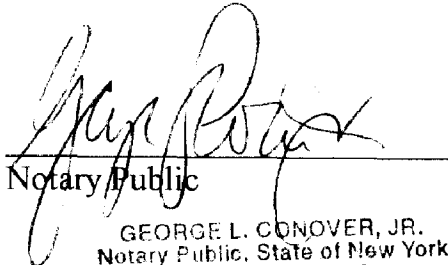
On the 23rd day of April 1999 before me personally came DAVID CLARK ASH, to me known, who being by me duly sworn, did depose and say that he is the CHIEF OPERATING OFFICER of SAM ASH MUSIC CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

GEORGE L. CONOVER, JR.
Notary Public, State of New York
No. 31-4883710
Qualified in New York County
Commission Expires Feb. 23, 2001

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 23rd day of April 1999, before me personally came KENNETH SANDS, to me known, who being by me duly sworn, did depose and say that he is a SR. VICE PRESIDENT of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public

GEORGE L. CONOVER, JR.
Notary Public, State of New York
No. 31-4883710
Qualified in New York County
Commission Expires Feb. 23, 2001

LIST OF ASSIGNOR'S TRADEMARKS

Registered Trademarks

Registration No.

Date

[See attached list]

UNITED STATES OF AMERICA

TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
48TH STREET DRUM SHOP	2,104,341	07OC1997	07OC2007
BENJAMIN ADAMS	1,627,002	11DE1990	11DE2000
CARLO ROBELLI	1,145,726	13JA1981	13JA2001
GROOVE PLUGS	2,202,726	10NO1998	10NO2008
GUITAR RESEARCH	1,740,571	15DE1992	15DE2002
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STAGE WORKS	1,850,308	16AU1994	16AU2004
STAGWORKS	1,692,193	09JE1992	09JE2002
THE INSTALL SERIES	1,930,204	24OC1995	24OC2005
THE WIRELESS FUTURE	2,066,941	03JE1997	03JE2007
WE ARE THE WIRELESS FUTURE	1,600,433	12JE1990	12JE2000
WE TOOK THE WORRY OUT OF WIRELESS	1,394,743	27MY1986	27MY2006

TRADEMARK

REEL: 001906 FRAME: 0765

UNITED STATES OF AMERICA

TRADEMARK -----	CURR APP NO -----	CUR APP DT -----
48TH STREET DRUM SHOP	74/635,894	17FE1995
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CHOIR BOY	75/491,184	27MY1998
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PLAY AS YOU PAY	75/523,224	22JL1998
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SAM ASH MUSIC SUPERSTORE	75/055,005	08FE1996
SAM ASH QUICKSHIP	75/372,207	14OC1997
SAM ASH QUICKSHIP	75/372,208	14OC1997
SAM ASH THE MUSICAL INSTRUMENT MEGA STORE	75/404,685	12DE1997
SAM ASH THE WORLD'S FAVORITE MUSIC STORE	75/055,004	08FE1996
SAMASH.COM	75/035,224	21DE1995
SAMSON.COM	75/035,223	21DE1995
SAMSONTECHNOLOGIES.COM	75/035,144	21DE1995
THUG	75/491,183	27MY1998

SAM F MUSIC CORPORATION
FOREL. PORTFOLIO

COUNTRY	TRADEMARK	CURR APP NO	CUR APP DT
ARGENTINA	SAM ASH	2,123,240	30DE1997
ARGENTINA	SAM ASH	2,060,706	10DE1996
ARGENTINA	SAM ASH	2,060,704	10DE1996
AUSTRALIA	SAM ASH	724,076	16DE1996
BOLIVIA	SAMASH.COM	7130	20FE1997
BOLIVIA	SAMASH.COM	7132	20FE1997
BOLIVIA	SAMASH.COM	7133	20FE1997
BOLIVIA	SAMASH.COM	7131	20FE1997
BOLIVIA	SAMSON	4830	22JE1994
BRAZIL	SAM ASH	819700649	18DE1996
BRAZIL	SAM ASH	819700657	18DE1996
BRAZIL	SAM ASH	819831131	05MR1997
BRAZIL	SAM ASH	819700665	18DE1996
BRAZIL	SAM ASH	819700630	18DE1996
BRAZIL	SAMASH.COM	819831158	05MR1997
BRAZIL	SAMASH.COM	819831123	05MR1997
BRAZIL	SAMASH.COM	819831115	05MR1997
BRAZIL	SAMSON	818078227	07NO1994
BRAZIL	SAMSON	818642963	21JL1995
CANADA	CARLO ROBELLI	886201	31JL1998
CANADA	GROOVE PERCUSSION	886212	31JL1998
CANADA	SAMASH.COM	838,659	27MR1997
CHILE	SAM ASH	366,017	13JA1997
COLOMBIA	SAMSON	94-028066	28JE1994
COMM TRADEMARK	CARLO ROBELLI	899823	06AU1998
ECUADOR	SAM ASH	74416	20DE1996

SAM P MUSIC CORPORATION
FOREIGN PORTFOLIO

COUNTRY	TRADEMARK	CURR APP NO	CUR APP DT
ECUADOR	SAM ASH	74419	20DE1996
FINLAND	SAM ASH	T199700197	17JA1997
GREECE	SAM ASH	131,912	16JA1997
GUATEMALA	SAMASH.COM	1077-97	11FE1997
GUATEMALA	SAMASH.COM	1079-97	11FE1997
IRELAND	SAM ASH	96/6271	06DE1996
IRELAND	SAMASH.COM	96/6517	30DE1996
ITALY	SAM ASH	MI97C 002579	24MR1997
ITALY	SAMASH.COM	MI97C 002580	24MR1997
MACAO	SAMASH.COM	N/1592	30JA1997
PANAMA	SAM ASH	085,189	15JA1997
PANAMA	SAM ASH	085,193	15JA1997
PANAMA	SAM ASH	085,192	15JA1997
PANAMA	SAM ASH	085,191	15JA1997
PANAMA	SAM ASH	085,190	15JA1997
PANAMA	SAMASH.COM	085,195	15JA1997
PANAMA	SAMASH.COM	085,197	15JA1997
PANAMA	SAMASH.COM	085,194	15JA1997
PANAMA	SAMASH.COM	085,207	16JA1997
EL SALVADOR	SAM ASH	437-97	21JA1997
URUGUAY	SAM ASH	292,113	17DE1996
URUGUAY	SAMASH.COM	292,741	17JA1997
VENEZUELA	SAM ASH	22.241-96	27DE1996
VENEZUELA	SAM ASH	22.243-96	27DE1996
VENEZUELA	SAM ASH	22.236-96	27DE1996
VENEZUELA	SAM ASH	22.235-96	27DE1996

SAM F MUSIC CORPORATION
FOREI. PORTFOLIO

COUNTRY -----	TRADEMARK -----	CURR APP NO -----	CUR APP DT -----
VENEZUELA	SAM ASH	22.242-96	27DE1996
VENEZUELA	SAMASH.COM	292-97	09JA1997
VENEZUELA	SAMASH.COM	291-97	09JA1997
VENEZUELA	SAMASH.COM	285-97	09JA1997
VENEZUELA	SAMASH.COM	288-97	09JA1997

COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
NEW YORK	CARLO ROBELLI	R-25292	03NO1978	03NO2008
NEW YORK	JEAN BAPTISTE	R-25291	03NO1978	03NO2008
NEW YORK	S. A. ROBELLI	R-25479	09AP1979	09AP1999
NEW YORK	SAM ASH	R-25294	27NO1978	27NO2008
NEW YORK	SAMSON	R-25293	10NO1978	10NO2008
ANDORRA	SAMSON	910	12DE1996	12DE2006
ARGENTINA	SAM ASH	1666797	04MY1998	04MY2008
ARGENTINA	SAM ASH	1666796	04MY1998	04MY2008
ARGENTINA	SAM ASH	1666798	04MY1998	04MY2008
ARGENTINA	SAMASH.COM	1670062	01JE1998	01JE2008
ARGENTINA	SAMASH.COM	1670069	01JE1998	01JE2008
ARGENTINA	SAMASH.COM	1670067	01JE1998	01JE2008
ARGENTINA	SAMASH.COM	1670061	01JE1998	01JE2008
AUSTRALIA	SAMASH.COM	724818	19FE1999	30DE2006
AUSTRIA	SAM ASH	170,578	14JL1997	31JL2007
AUSTRIA	SAMASH.COM	176814	17JL1998	31JL2008
AUSTRIA	SAMSON	154,646	30SE1994	30SE2004
BENELUX	SAM ASH	610385	06DE1996	06DE2006
BENELUX	SAMASH.COM	416,381	30DE1996	30DE2006
BOLIVIA	SAM ASH	69998-C	11JA1999	11JA2009
BOLIVIA	SAM ASH	70000-C	11JA1999	11JA2009
BOLIVIA	SAM ASH	69997-C	11JA1999	11JA2009
BOLIVIA	SAM ASH	69996-C	11JA1999	11JA2009
BOLIVIA	SAM ASH	69999-C	11JA1999	11JA2009
BOLIVIA	SAMSON	61558	07AU1996	07AU2006
BRAZIL	SAMSON	815891628	21JL1992	21JL2002

SAM ASH MUSIC CORP. UNION
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COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
CANADA	SAM ASH	507913	11FE1999	11FE2014
CANADA	SAMMY (STYLIZED)	300,765	08MR1985	08MR2000
CANADA	SAMSON	295,715	05OC1984	05OC1999
CHILE	SAM ASH	496,463	11NO1997	11NO2007
CHILE	SAM ASH	496,464	11NO1997	11NO2007
CHILE	SAMASH.COM	495,386	23OC1997	23OC2007
COLOMBIA	SAM ASH	198,632	27JE1997	27JE2007
COLOMBIA	SAM ASH	198,633	27JE1997	27JE2007
COLOMBIA	SAM ASH	200,237	14AU1997	14AU2007
COLOMBIA	SAM ASH	198,634	27JE1997	27JE2007
COLOMBIA	SAM ASH	198,631	27JE1997	27JE2007
COLOMBIA	SAMASH.COM	198,552	27JE1997	27JE2007
COLOMBIA	SAMASH.COM	198,545	27JE1997	27JE2007
COLOMBIA	SAMASH.COM	198,549	27JE1997	27JE2007
COLOMBIA	SAMASH.COM	198,548	27JE1997	27JE2007
COLOMBIA	SAMSON	175,709	27MR1995	27MR2005
COSTA RICA	SAM ASH	102,225	25JE1997	25JE2007
COSTA RICA	SAM ASH	102,158	25JE1997	25JE2007
COSTA RICA	SAM ASH	102,159	25JE1997	25JE2007
COSTA RICA	SAM ASH	102,222	25JE1997	25JE2007
COSTA RICA	SAM ASH	102,226	25JE1997	25JE2007
COSTA RICA	SAMASH.COM	102,160	25JE1997	25JE2007
COSTA RICA	SAMASH.COM	102,156	25JE1997	25JE2007
COSTA RICA	SAMASH.COM	102,228	25JE1997	25JE2007
COSTA RICA	SAMASH.COM	102,161	25JE1997	25JE2007
DENMARK	SAM ASH	04490/1998	18DE1998	18DE2008

COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
DENMARK	SAMASH.COM	2942/1997	11JL1997	11JL2007
ECUADOR	SAM ASH	2142-98	08AP1998	08AP2008
ECUADOR	SAM ASH	2069-98	08AP1998	08AP2008
ECUADOR	SAM ASH	747-98	07AP1998	07AP2008
ECUADOR	SAMASH.COM	777-98	07AP1998	07AP2008
ECUADOR	SAMASH.COM	778-98	07AP1998	07AP2008
ECUADOR	SAMASH.COM	779-98	07AP1998	07AP2008
ECUADOR	SAMASH.COM	776-98	07AP1998	07AP2008
FINLAND	SAMASH.COM	209874	15MY1998	15MY2008
FRANCE	SAM ASH	96 655,606	13DE1996	12DE2006
FRANCE	SAMASH.COM	97 658,225	07JA1997	06JA2007
FRANCE	SAMSON	92/409,904	12MR1992	11MR2002
GREAT BRITAIN	SAM ASH	2118270	29MY1998	11DE2006
GREAT BRITAIN	SAMASH.COM	2,119,638	27DE1996	27DE2006
GERMANY	SAM ASH	396 54 376	10OC1997	31DE2006
GERMANY	SAMASH.COM	39700020	05FE1997	31JA2007
GERMANY	SAMSON	2,094,987	19AP1995	31DE2001
GERMANY	SAMSON	2,902,473	23FE1995	30SE2004
GREECE	SAMASH.COM	131,913	17NO1998	16JA2007
GUATEMALA	SAM ASH	090880	08SE1998	07SE2008
GUATEMALA	SAM ASH	090636	20JL1998	19JL2008
GUATEMALA	SAM ASH	92269	08SE1998	07SE2008
GUATEMALA	SAM ASH	92268	08SE1998	07SE2008
GUATEMALA	SAM ASH	92270	08SE1998	07SE2008
GUATEMALA	SAMASH.COM	90891	08SE1998	07SE2008
GUATEMALA	SAMASH.COM	088687	19MR1998	18MR2008

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COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
HONDURAS	SAM ASH	70,274	16DE1997	16DE2007
HONDURAS	SAM ASH	4,422	22AU1997	22AU2007
HONDURAS	SAM ASH	4421	22AU1997	22AU2007
HONDURAS	SAM ASH	70,275	16DE1997	16DE2007
HONDURAS	SAM ASH	69,564	22AU1997	22AU2007
HONDURAS	SAMASH.COM	4,548	16DE1997	16DE2007
HONDURAS	SAMASH.COM	4464	28OC1997	28OC2007
HONDURAS	SAMASH.COM	4493	28OC1997	28OC2007
HONDURAS	SAMASH.COM	4,549	16DE1997	16DE2007
JAPAN	SAMSON (BLOCK LETTERS)	4,015,322	20JE1997	20JE2007
S. KOREA	HARTKE	252,012	15OC1992	15OC2002
S. KOREA	HARTKE	233,832	11MR1992	11MR2002
S. KOREA	SAMSON	108,530	04JA1985	04JA2005
S. KOREA	SAMSON IN KOREAN CHARACTERS	252,538	22OC1992	22OC2002
MACAO	SAM ASH	N/1468	15JA1997	15JA2004
MACAO	SAM ASH	N/1470	15JA1997	15JA2004
MACAO	SAM ASH	N/1472	26JE1997	15JA2004
MACAO	SAM ASH	N/1471	26JE1997	15JA2004
MACAO	SAM ASH	N/1469	15JA1997	15JA2004
MACAO	SAMASH.COM	N/1590	30JA1997	30JA2004
MACAO	SAMASH.COM	N/1591	30JA1997	30JA2004
MACAO	SAMASH.COM	N/1589	30JA1997	30JA2004
MEXICO	CARLO ROBELLI	588584	29SE1998	07AU2008
MEXICO	GROOVE PERCUSSION	588583	29SE1998	07AU2008
MEXICO	SAM ASH	541626	31JA1997	15JA2007
MEXICO	SAM ASH	541632	31JA1997	15JA2007

COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
MEXICO	SAM ASH	541631	31JA1997	15JA2007
MEXICO	SAM ASH	541633	31JA1997	15JA2007
MEXICO	SAM ASH	541634	31JA1997	15JA2007
MEXICO	SAMASH.COM	541629	31JA1997	15JA2007
MEXICO	SAMASH.COM	541627	01JA1997	15JA2007
MEXICO	SAMASH.COM	541628	31JA1997	15JA2007
MEXICO	SAMASH.COM	541630	31JA1997	15JA2007
NEW ZEALAND	SAM ASH	270837	17DE1996	17DE2003
NEW ZEALAND	SAM ASH	270739	13DE1996	13DE2003
NEW ZEALAND	SAM ASH	270740	13DE1996	13DE2003
NEW ZEALAND	SAM ASH	270838	17DE1996	17DE2003
NEW ZEALAND	SAM ASH	270738	13DE1996	13DE2003
NEW ZEALAND	SAMASH.COM	271,276	06JA1997	06JA2004
NEW ZEALAND	SAMASH.COM	271,278	06JA1997	06JA2004
NEW ZEALAND	SAMASH.COM	271,277	06JA1997	06JA2004
NEW ZEALAND	SAMASH.COM	271,275	06JA1997	06JA2004
NICARAGUA	SAM ASH	35,254 C.C.	25SE1997	24SE2007
NICARAGUA	SAM ASH	35,533	17OC1997	16OC2007
NICARAGUA	SAM ASH	35,542	17OC1997	16OC2007
NICARAGUA	SAM ASH	35,275 C.C.	29SE1997	28SE2007
NICARAGUA	SAM ASH	35,253 C.C.	25SE1997	24SE2007
NICARAGUA	SAMASH.COM	35,694	05NO1997	04NO2007
NICARAGUA	SAMASH.COM	35,696	05NO1997	04NO2007
NICARAGUA	SAMASH.COM	35,695	05NO1997	04NO2007
NICARAGUA	SAMASH.COM	35,693	05NO1997	04NO2007
NORWAY	SAMSON	170.010	09NO1995	09NO2005

COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
PARAGUAY	SAM ASH	197110	11SE1997	11SE2007
PARAGUAY	SAM ASH	204157	24JE1998	24JE2008
PARAGUAY	SAM ASH	197575	18SE1997	18SE2007
PARAGUAY	SAM ASH	197576	18SE1997	18SE2007
PARAGUAY	SAM ASH	197109	11SE1997	11SE2007
PARAGUAY	SAMASH.COM	205142	28JL1998	28JL2008
PARAGUAY	SAMASH.COM	205143	28JL1998	28JL2008
PARAGUAY	SAMASH.COM	196321	25AU1997	25AU2007
PARAGUAY	SAMASH.COM	209075	25NO1998	25NO2008
PERU	SAM ASH	34739	04AP1997	04AP2007
PERU	SAM ASH	34741	04AP1997	04AP2007
PERU	SAM ASH	10167	20MR1997	20MR2007
PERU	SAM ASH	10332	04AP1997	04AP2007
PERU	SAM ASH	34740	04AP1997	04AP2007
PERU	SAMASH.COM	10306	31MR1997	31MR2007
PERU	SAMASH.COM	10160	19MR1997	19MR2007
PERU	SAMASH.COM	10159	19MR1997	19MR2007
PERU	SAMASH.COM	10305	31MR1997	31MR2007
PORTUGAL	SAM ASH	321.258	05AU1997	05AU2007
PORTUGAL	SAMASH.COM	321.259	05AU1997	05AU2007
RUSSIAN FEDERATION	SAM ASH	131,261	28AU1995	22DE2003
EL SALVADOR	SAM ASH	174 BOOK 72	18MR1998	18MR2008
EL SALVADOR	SAM ASH	240 BOOK 67	27JA1998	27JA2008
EL SALVADOR	SAM ASH	190 BOOK 72	18MR1998	18MR2008
EL SALVADOR	SAM ASH	184 BOOK 72	18MR1998	18MR2008
EL SALVADOR	SAMASH.COM	54 BOOK 82	12OC1998	12OC2008

SAM ASH MUSIC CORP
 FOREIGN PORTFOLIO

COUNTRY	TRADEMARK	CURR REG NO	CUR REG DT	RNL DT
EL SALVADOR	SAMASH.COM	241 BOOK 75	29AP1998	29AP2008
EL SALVADOR	SAMASH.COM	012 BOOK 76	06MY1998	06MY2008
EL SALVADOR	SAMASH.COM	105 BOOK 73	26FE1998	20MR2008
SWEDEN	SAM ASH	327012	15MY1998	15MY2008
SWEDEN	SAMASH.COM	328836	13NO1998	13NO2008
TAIWAN	SAMSON (BLOCK) IN CHINESE CHARACTERS	573,818	16OC1992	16OC2002
TAIWAN	SAMSON (BLOCK) IN ENGLISH CHARACTERS	566,320	16JL1992	16JL2002

EXHIBIT 1-A

ASSIGNOR'S MATERIAL TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
SAM ASH	1,168,112	9/8/81	9/8/01
SAM ASH	1,385,208	3/4/86	3/4/06
SAMSON	1,146,100	1/2/81	1/2/01
SAMSON	1,252,756	10/4/83	10/4/03
SAMSON	1,532,532	4/4/83	4/4/09