

09-01-1999

FORM PTO-1594 (Rev. 6-93)

REC



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

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

1. Name of conveying party(ies):

Concord Records, Inc.



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

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

3. Nature of conveyance:

8-30-99

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

Execution Date:

8-13-99

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal Address: Attn: B. Lagenkemp

Street Address: 270 Park Avenue, 34th Floor

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York Banking Corp.
- 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):

A. Trademark Application No.(s)

75-453645

B. Trademark Registration No.(s)

1,200,245 1,430,992 2,245,994
1,312,147 1,465,228 2,246,045

Additional numbers attached? Yes No

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

Name: Curtis Bajak, Esq.

Internal Address:

Street Address: Loeb & Loeb LLP

1000 Wilshire Blvd., Suite 1800

City: Los Angeles State: CA ZIP: 90017

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

09/31/1999 DHSUYEN 00000107 75453645

DO NOT USE THIS SPACE

OP FC:481 40.00 OP
OP FC:482 150.00 OP

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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.

Jimmy Spencer

Name of Person Signing

Signature

8/27/99

Date

7

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 13, 1999 (this "Agreement") is made by Concord Records, Inc., a California corporation ("Grantor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as the agent (in such capacity, the "Agent") for the Banks (as defined below), with reference to the following:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 13, 1999, among Grantor, Act III Communications, Inc., a California corporation (collectively, the "Company"), the banks identified in the Credit Agreement (the "Banks") and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Banks have agreed to make Loans to the Company subject to and in accordance with the terms and conditions of the Credit Agreement and the other Basic Documents; and

WHEREAS, the Banks are willing to make the Loans as provided for in the Credit Agreement, but only upon the conditions, among others, that (i) Grantor shall have executed and delivered to the Agent, for the benefit of the Agent and the Banks, that certain Security Agreement, dated as of August 13, 1999 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement to the Agent, for the benefit of the Agent and the Banks;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Agent and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all

renewals or extensions of the foregoing, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor or any of its Subsidiaries under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license 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 thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Agent and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Banks with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to the Agent and the Banks that on the date hereof (a) Schedule I hereto accurately and completely lists all of the Trademarks and Trademark Licenses in which Grantor holds any right, title or interest and (b) Grantor holds all right, title and interest to such Trademarks and Trademark Licenses.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONCORD RECORDS, INC.,
a California corporation

By: Bob Valentine
Name: Bob Valentine
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

THE CHASE MANHATTAN BANK,
a New York banking corporation, as the Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONCORD RECORDS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

THE CHASE MANHATTAN BANK,
a New York banking corporation, as the Agent

By: *B. Langenkamp*
Name: BRUCE E. LANGENKAMP
Title: VICE PRESIDENT

State of California

County of Los Angeles

On August 16, 1999 before me, Donna J. Snyder, Notary Public

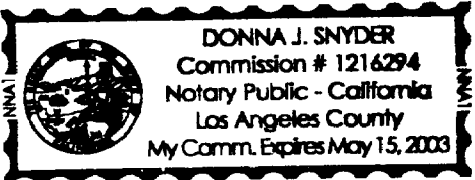
DATE

NAME, TITLE OF OFFICER - E.G., "JANE-DOE, NOTARY PUBLIC"

personally appeared Bob Valentine

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna J. Snyder
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

| Description of Mark | Registration Number | Registration Date |
|-------------------------------|----------------------------|--------------------------|
| Concord Jazz (design) | 1,200,254 | 6-Jul-82 |
| Picante (word) | 1,312,147 | 1-Jan-85 |
| Crossover(word) | 1,430,992 | 3-Mar-87 |
| Crossover (design) | 1,465,228 | 17-Nov-87 |
| Concord Vista (design & word) | 2,245,994 | 18-May-99 |
| P (see footnote) (design) | 2,246,045 | 18-May-99 |

PENDING U.S. TRADEMARK APPLICATIONS

| Description of Mark | Filing Date | Application Number |
|----------------------------------|--------------------|---------------------------|
| Concord Concerto (design & word) | March 20, 1998 | 75-453645 |

FOREIGN TRADEMARK REGISTRATIONS (JAPAN)

| Description of Mark | Date of Registration | Registration Number | Class |
|----------------------------|-----------------------------|----------------------------|--------------|
| Concord Jazz (words) | December 24, 1993 | 2,607,883 | 24 |
| Picante (word) | May 30, 1989 | 2,140,157 | 24 |

TRADEMARK LICENSES

None.

Should be registered as "Concord Picante"