

04-14-2000



MAR -3 PM 12:09

U. N. D.  
3.3.00 OPRA/FINANCE

101320166

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/13/2000 DNGUYEN 00000239 2290151

01 FC:441 40.00 OP  
02 FC:442 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2290151"/>	<input type="text" value="1918305"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Kenneth Rubenstein  
Name of Person Signing

Kenneth Rubenstein  
Signature

March 3 2000  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 24, 2000, is entered into between TELEPHONE AUDIO PRODUCTIONS, INC., a Texas corporation, BI ACQUISITION, LLC, a Delaware limited liability company, BACKGROUND MUSIC BROADCASTERS, INC., a California corporation, and AUDIO ENVIRONMENTS, INC., a California corporation (each, an "Additional Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees (in such capacity, "Administrative Agent"). Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of March 18, 1999 (as amended, the "Security Agreement"), between Muzak LLC, a Delaware limited liability company formerly known as Audio Communications Network, LLC ("Company"), Muzak Holdings LLC, a Delaware limited liability company, and certain subsidiaries of Company (collectively, the "Grantors") and Administrative Agent.

WHEREAS, pursuant to the Security Agreement, each Grantor originally party to the Security Agreement pledged, assigned, and granted a continuing first priority security interest in and lien on and right of set-off to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, in certain collateral, including the trademarks set forth on Schedule A to the Trademark Security Agreement dated as of March 18, 1999 (the "First Trademark Security Agreement"), between Grantors and Administrative Agent;

WHEREAS, subsequent to the execution of the First Trademark Security Agreement, each Additional Grantor has become Additional Grantors (as defined under the Security Agreement) and are, pursuant to Section 4.6 of the Security Agreement, required to execute a counterpart of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, each Additional Grantor is pledging, assigning, and granting a continuing first priority security interest in and lien on and right of set-off to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, in certain collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Additional Grantors and Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) As security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise in accordance with the Security Agreement (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Secured Obligations with respect to each Additional Grantor, each Additional Grantor hereby, pledges, assigns and grants to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, a continuing first priority security interest in and lien on and right of set-off against all U.S. and foreign rights of each Additional Grantor, whether now owned or hereafter acquired, in all Trademarks.

(b) For purposes of this Agreement, "Trademarks" shall mean all U.S. and foreign rights of each Additional Grantor, in all trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, together with goodwill, registrations and applications relating to the foregoing and any extensions and renewals of the foregoing (including, without limitation, each trademark and service mark registration and application identified in Schedule A attached hereto and incorporated herein by reference) and including all income, fees, royalties and other payments at any time due or payable with respect to the foregoing, including, without limitation, payments under all licenses at any time entered into in connection therewith; all causes of action, the right to sue for past, present and future infringements thereof; all rights corresponding thereto throughout the world; and any and all other proceeds and products of any of the foregoing, including without limitation, all damages and payments or claims by each Additional Grantor against third parties for past or future infringement.

(c) Schedule A attached hereto contains a true and accurate list of all of each Additional Grantor's U.S. Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, under the Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Credit Documents and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Credit Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Additional Grantor authorizes Administrative Agent, to modify this Agreement in the name of and on behalf of each Additional Grantor without obtaining any Additional Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A attached hereto, to add any right, title, or interest in any U.S. Trademark owned or subsequently acquired by any Additional Grantor. Each Additional Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title, or interest in any U.S. Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Termination of Agreement.

When the Secured Obligations have been indefeasibly paid and performed in full and upon the cancellation or termination of the Commitments and upon cancellation or expiration of all outstanding Letters of Credit, this Agreement shall terminate and Administrative Agent, at the request and sole expense of the Additional Grantors, will execute and deliver to the Additional Grantors the proper instruments acknowledging termination of this Agreement and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied to, or released from the security interest created hereby and under the Security Agreement.

4. Governing Law.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UNIFORM COMMERCIAL CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**



5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Administrative Agent, Grantors and Additional Grantors and their respective successors and assigns. No Grantor or Additional Grantor shall, without the prior written consent of Administrative Agent, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Additional Grantors and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**TELEPHONE AUDIO PRODUCTIONS, INC.,**  
as an Additional Grantor

By RLT P M J  
Name:  
Title:

**BI ACQUISITION, LLC,**  
as an Additional Grantor

By RLT P M J  
Name:  
Title:

**BACKGROUND MUSIC BROADCASTERS, INC.,**  
as an Additional Grantor

By RLT P M J  
Name:  
Title:

**AUDIO ENVIRONMENTS, INC.,**  
as an Additional Grantor

By RLT P M J  
Name:  
Title:

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

Agreed to and  
Acknowledged by:

**MUZAK LLC**

By Ret P M J  
Name:  
Title:

**MUZAK HOLDINGS LLC**

By Ret P M J  
Name:  
Title:

**MUZAK CAPITAL CORPORATION**

By Ret P M J  
Name:  
Title:

**MLP ENVIRONMENTAL MUSIC, LLC**

By Ret P M J  
Name:  
Title:

**ELECTRO-SYSTEMS CORPORATION**

By Ret P M J  
Name:  
Title:



**BUSINESS SOUND, INC.**

By     *RLP P M J*    

Name:

Title:

STATE OF MA )  
COUNTY OF Suffolk ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Rob MacInnis personally known to me to be the VP of **TELEPHONE AUDIO PRODUCTIONS, INC.**, a Texas corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 16 day of February \_\_, 2000.

Ernest A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
COUNTY OF Suffolk ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Rob MacInnis personally known to me to be the VP of **BI ACQUISITION, LLC**, a Delaware limited liability company, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 16 day of February \_\_, 2000.

Ernest A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
COUNTY OF Suffolk ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Rob MacTannis personally known to me to be the VP of **BACKGROUND MUSIC BROADCASTERS, INC.**, a California corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of February \_\_, 2000.

[Signature]  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
COUNTY OF Suffolk ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Rob MacTannis personally known to me to be the VP of **AUDIO ENVIRONMENTS, INC.**, a California corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of February \_\_, 2000.

[Signature]  
Notary Public

My commission expires: 07/02/04

Schedule A to SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Date of Reg.</b>	<b>Owner</b>	<b>Comments</b>
SOLD ON HOLD	United States	2,290,151	11/02/99	Telephone Audio Productions, Inc.	Registered
SOLD-ON-HOLD	United States	1,918,305	09/12/95	Telephone Audio Productions, Inc.	Registered

357504.09-New York S7A

**RECORDED: 03/03/2000**

**TRADEMARK  
REEL: 002051 FRAME: 0016**