



04-12-2002

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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

Sam Ash Music Corporation

4-12-02

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

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

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

TRADEMARK OFFICE RECEIVED
APR 12 2002
U.S. PATENT & TRADEMARK OFFICE

3. Nature of conveyance:

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

Execution Date: March 1, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A.

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: C/O CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Adam Kokas, Esq.

Name of Person Signing

Adam Kokas

Signature

4/9/02

Date

5

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

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

04/23/2002 6TDW11 00000067 75769255

02 FE:402

40.00 DP
375.00 DP

TRADEMARK
REEL: 002488 FRAME: 0979

Exhibit A

United States of America

<i>Trademark</i>	<i>App. No.</i>	<i>File Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
48TH STREET DRUM SHOP	75/769,255	06-Aug-1999		
SAM ASH MUSIC	75/691,092	26-Apr-1999	2,399,403	31-Oct-2000
PLAY AS YOU PAY	75/684,123	16-Apr-1999	2,335,668	28-Mar-2000
DON'T JUST LISTEN MAKE THE MUSIC	75/687,822	22-Apr-1999	2,389,473	26-Sep-2000
AIRLINE	75/822,214	13-Oct-1999	2,493,387	25-Sep-2001
BROWNSVILLE NEW YORK (STYLIZED)	75/840,664	03-Nov-1999	2,429,609	20-Feb-2001
IMPALA	76/012,902	29-Mar-2000		
A FIST FULL OF TONE IN EVERY PICK	76/313,084	17-Sep-2001		
AGI	76/325,508	12-Oct-2001		
AFI	76/325,509	12-Oct-2001		
SAMSON RESOLV	76/278,434	26-Jun-2001		
SAMASH.COM	75/757,552	22-Jul-1999	2,395,451	17-Oct-2000
SAMSON EXPEDITION	75/822,245	13-Oct-1999		
EARAMP	75/579,005	28-Oct-1998		
ASH MUSIC	75/681,140	12-Apr-1999		
MANNY'S	73/718,285	23-March-1988	1,555,705	12-Sept-1989

AMENDMENT TO SECURITY AGREEMENT (TRADEMARKS)

AMENDMENT TO SECURITY AGREEMENT (TRADEMARKS), dated as of March 1, 2002 ("Amendment") 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, Assignor and Assignee previously entered into the Security Agreement (Trademarks), dated as of April 23, 1999, between Assignor and Assignee, (the "Security Agreement") pursuant to which Assignor granted to Assignee a security interest in all of Assignor's then owned and thereafter adopted or acquired United States and foreign trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to those set forth on Exhibit 1 annexed thereto ("Trademarks") and the goodwill and certain other assets with respect thereto;

WHEREAS, the Notice of Security Agreement has been recorded by the United States Patent and Trademark Office ("PTO") and has been acknowledged by the PTO;

WHEREAS, Assignor has heretofore acquired the trademarks set forth on Exhibit A annexed hereto (the "New Trademarks"); and

WHEREAS, the parties hereto would like to amend the Exhibit 1 annexed to the Security Agreement to include the New Trademarks and have this Amendment recorded at the PTO.

NOW, THEREFORE, in consideration of the mutual conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Amendment. Exhibit 1 to the Security Agreement shall hereby be deemed to be amended to include, in addition to the Trademarks currently listed thereon, the New Trademarks which shall be listed thereon as set forth on Exhibit A hereto.

2. Ratification. Except as expressly set forth herein, the Security Agreement is not modified hereby and shall remain in full force and effect in accordance with the provisions thereof on the date hereof, and the Security Agreement is in all respects ratified and affirmed. This Amendment shall not be deemed to imply that the New Trademarks were not included in the term "Collateral" as originally set forth in the Security Agreement.

3. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of New York.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

“Assignor”

SAM ASH MUSIC CORPORATION,

By: 

Name: David Charles Ash

Title: Chief Operating Officer

“Assignee”

CONGRESS FINANCIAL CORPORATION

By: 

Name: Cindy Denbaum

Title: Vice President

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

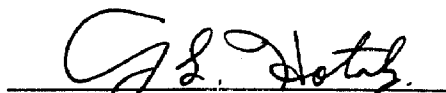
On the 1st day of March, 2002 before me personally came David Charles Ash, to me known, who being by me duly sworn, did depose and say that he is the Chief Operating Officer of SAM ASH MUSIC CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

DOROTHY PAWLUKIEWICZ
NOTARY PUBLIC, State Of New York
No. 24-4831214
Qualified In Kings County
Certificate Filed In New York County
Commission Expires May 31, 2003

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

On the 2 day of April, 2002, before me personally came Cindy Denbaum, to me known, who being by me duly sworn, did depose and say that she is a Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.


Notary Public

AMY HOTALING
NOTARY PUBLIC, State of New York
#4862066 Qualified in New York County
Commission Expires June 23, 2002

Exhibit A

United States of America

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SAMSON RESOLV	76/278,434	26-Jun-2001		
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