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06-19-2003

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
The Musicland Group, Inc.
The Musicland Retail, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Ableco Finance LLC
Internal Address:
Street Address: 450 Park Avenue, 28th Floor
City: New York State: NY Zip: 10022-2605

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☑ Other a DE Limited Liability Company

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other
Execution Date: 6/16/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached
B. Trademark Registration No.(s) See Attached
Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Melissa R. DeVita, Esq.
Internal Address:
Paul, Hastings, Janofsky & Walker LLP
Street Address: 515 So. Flower Street, 25th FL
City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41).....$ 965.00 875.00 40.00 Spec. Exp 120.00 1035.00
☑ Enclosed
☑ Authorized to be charged to deposit account

8. Deposit account number:
16-0752

DO NOT USE THIS SPACE

9. Signature.

Melissa R. DeVita, Esq. — Name of Person Signing
Signature
June 17, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 23

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

06/19/2003 GTON11 00000047 160752 76474491
01 FC:8521 40.00 OP
02 FC:8522 875.00 OP
03 FC:8523 70.00 DA 50.00 OP

Supplemental pages to Trademarks Recordation Cover Sheet of The Musicland Group, Inc., et. al.

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

UNITED STATES TRADEMARKS FOR THE MUSICLAND GROUP, INC.

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
GOODY GEAR	U.S.	76/474,491	12/11/2002		
REPLAY MUSIC VAULT	U.S.	76/473,081	12/9/2002		
MEDIAPLAY.COM	U.S.	75/639,840	2/12/1999		
WE GOT DOT	U.S.			2,483,269	5/28/2001
ON CUE.COM	U.S.			2,491,188	9/18/2001
SAMGOODY.COM	U.S.			2,543,286	2/26/2002
SUNCOAST.COM	U.S.			2,565,609	4/30/2002
BANDEMONIUM	U.S.			2,453,673	5/22/2001
EXCELSIOR	U.S.			2,111,922	11/11/1997
SGTV	U.S			2,115,280	11/25/1997
UNVAILED	U.S.			2,059,114	5/6/1997
SOUND SITE	U.S.			2,110,413	11/4/1997
REPLAY	U.S.			2,145,660	3/24/1998
CHANNEL 1000	U.S.			2,007,450	10/15/1996
ORCHARD LANE	U.S.			2,166,075	6/16/1998
GOODY GOT IT	U.S.			1,799,857	10/19/1993
WE GOT WHAT IS HOT	U.S.			1,799,856	10/19/1993
IN CHARACTER	U.S.			2,035,880	2/4/1997

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Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
ON CUE	U.S.			1,716,936	9/15/1992
SAM GOODY'S MUSICLAND	U.S.			1,661,268	10/15/1991
SAM GOODY	U.S.			1,661,247	10/15/1991
REQUEST	U.S.			1,582,520	2/13/1990
SUNCOAST MOTION PICTURE COMPANY	U.S.			1,621,693	11/6/1990
SUNCOAST PICTURES	U.S.			1,516,863	12/13/1988
PRIMERICA	U.S.			1,498,362	8/2/1988
LICORICE PIZZA	U.S			1,317,377	1/29/1985
TREX	U.S.			1,265,472	1/31/1984
DISCOUNT RECORDS	U.S.			1,343,453	6/18/1985
EXCELSIOR	U.S.			1,156,232	6/2/1981
MUSICWORKS	U.S.			1,182,519	12/15/1981
MUSICLAND	U.S.			1,123,614	8/7/1979
P	U.S.			1,067,598	6/14/1977
P PICKWICK	U.S.			1,065,212	5/10/1977
MUSICLAND	U.S.			890,282	4/28/1970
MUSICLAND	U.S.			895,532	7/28/1970

UNITED STATES TRADEMARKS FOR THE MUSICLAND RETAIL, INC

Trademark	Country	Serial No.	Filing Date
TREX	U.S.	76/359,006	1/14/2002

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 16, 2003, is made by and between **THE MUSICLAND GROUP, INC. and its Subsidiaries, as defined below,** a Delaware corporation (each, a "Debtor" and jointly and severally, the "Debtors"), and **ABLECO FINANCE LLC**, a Delaware limited liability company ("Ableco"), as the collateral agent for the Lenders (in such capacity, together with its successors, if any, such capacity, "Collateral Agent").

RECITALS

A. Debtors and Ableco are parties to that certain Financing Agreement (the "Financing Agreement"), of even date herewith, with the Parent, the Lenders, (as defined therein) and Ableco, as administrative agent for the Lenders (in such capacity, together with its successors, if any, in such capacity, "Administrative Agent"), and Collateral Agent, pursuant to which the Lenders have agreed to make certain financial accommodations to Debtors.

B. Debtors have executed and delivered to Collateral Agent that certain Security Agreement, of even date herewith (the "Security Agreement"), pursuant to which each Debtor has granted to Collateral Agent, for the benefit of the Lenders, security interests in (among other things) all or substantially all of Debtors' general intangibles.

C. Pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Financing Agreement, each Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as defined below) and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the trademarks and other general intangibles described herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of Collateral Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Ableco" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Administrative Agent" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Collateral Agent" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Debtor" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Event of Default" means any Event of Default under the Financing Agreement.

"Financing Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Financing Agreement, and any other Person made a party thereto in accordance with the provisions of Section 12.07 thereof (together with their respective successors and assigns).

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" shall mean all liabilities, obligations, or undertakings owing by Debtor of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Financing Agreement, this Agreement, the Security Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or

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involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Security Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

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(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Financing Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lenders (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Financing Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby collaterally assigns to Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, packaging, labeling, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor and other agreements under which any Debtor is a licensor, and all fees, rents, royalties, proceeds or monies thereunder, held by any Debtor (excluding those licenses that prohibit the granting of security interests), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions, renewals or continuations thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the

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same, to sue or bring opposition or cancellation proceedings in any Debtor's name or in the name of Collateral Agent or in the name of Collateral Agent for the benefit of the Lenders for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of any Debtor's business connected with, symbolized by, or in any way related to the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18 hereof.

(c) Incorporation into Financing Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Financing Agreement or the Security Agreement, as applicable.

(d) Licenses. Anything in the Financing Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Collateral Agent therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in the exercise of its reasonable discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lenders and to accomplish the purposes of this Agreement. If either Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of the appropriate Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by such Debtor, and such Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent in the exercise of its reasonable discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark

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Collateral held by Collateral Agent for the benefit of the Lenders, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Collateral Agent, in the exercise of its reasonable discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18 hereof; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the obligation of Lenders to extend credit under the Financing Agreement is terminated.

4. Representations and Warranties. Each Debtor represents and warrants to each Lender, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtors' existing Trademarks that are registered with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by any Debtor.

(b) Trademarks Subsisting. Each of Debtors' respective Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of any Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Each Debtor has rights in and good and defensible title to the Trademark Collateral held in such Debtor's name, (ii) each Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by such Debtor not to sue third persons, and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, each Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by any Debtor or any such licensor

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regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtors' knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtors has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of each Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by any Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Each Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) Filing. When this Agreement is duly filed in the PTO and UCC-1 Financing Statements are duly filed against the Debtors in the office of the Secretary of State of Delaware describing the Collateral and the Collateral Agent on behalf of the Lenders has taken the other actions contemplated in this Agreement and by the Loan Documents, this Agreement will create a legal and valid first perfected and continuing lien on and security interest in the Trademark Collateral in favor of Collateral Agent on behalf of the Lenders, enforceable against Debtors and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Collateral Agent written notice of the occurrence of any event that could have a Material Adverse Effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and such Debtor shall give to Collateral Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary by Collateral Agent in the exercise of its reasonable discretion to ensure the

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validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, such Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Collateral Agent and the Lenders. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any other Lender hereunder or in connection herewith, neither Collateral Agent nor any Lender shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Financing Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Each Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by such Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in the exercise of its reasonable discretion, deems necessary, in the name of any Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event such Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtors, in the exercise of their reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit. proceeding or otherwise, to prevent

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the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by any Debtor and Collateral Agent for the benefit of the Lenders and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of New York.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Collateral Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Financing Agreement. Each Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Agreement and the Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Each Debtor agrees that, to the extent of

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any conflict between the provisions of this Agreement and the Financing Agreement, the provisions of the Financing Agreement shall govern. Each Debtor further agrees that, to the extent of any conflict between the provisions of this Agreement and the Security Agreement, the provisions of this Agreement shall govern.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Financing Agreement, this Agreement shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by such Debtor, at such Debtor's expense, as shall be necessary to evidence termination of the security interest granted by such Debtor to Collateral Agent for the benefit of the Lenders hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.

THE MUSICLAND GROUP, INC.,
a Delaware corporation

By:_____
Name:
Title:

MUSICLAND RETAIL, INC.
a Delaware corporation

By:_____
Name:
Title:

MG FINANCIAL SERVICES, INC.
a Delaware corporation

By:_____
Name:
Title:

TMG-VIRGIN ISLANDS, INC.
a Delaware corporation

By:_____
Name:
Title:

TMG CARIBBEAN, INC.
a Delaware corporation

By:_____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MEDIA PLAY, INC.
a Delaware corporation

By:_____
Name:
Title:

MLG INTERNET, INC.
a Delaware corporation

By:_____
Name:
Title:

REQUEST MEDIA, INC.
a Delaware corporation

By:_____
Name:
Title:

SUNCOAST MOTION PICTURE COMPANY, INC.
a Delaware corporation

By:_____
Name:
Title:

SUNCOAST GROUP, INC.
a Delaware corporation

By:_____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SUNCOAST RETAIL, INC.
a Delaware corporation

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ABLECO FINANCE LLC,
a Delaware limited liability company, as Collateral Agent

By: _____
Name: Kevin R. Genden
Title: SVP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

to the Trademark Security Agreement

TRADEMARKS OF DEBTORS

THE MUSICLAND GROUP, INC.
TRADEMARKS (PENDING AND REGISTERED)

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
GOODY GEAR	U.S.	76/474,491	12/11/2002		
REPLAY MUSIC VAULT	U.S.	76/473,081	12/9/2002		
WE GOT DOT	U.S.			2,483,269	5/28/2001
ON CUE.COM	U.S.			2,491,188	9/18/2001
SAMGOODY.COM	U.S.			2,543,286	2/26/2002
SUNCOAST.COM	U.S.			2,565,609	4/30/2002
MEDIAPLAY.COM	U.S.	75/639,840	2/12/1999		
BANDEMONIUM	U.S.			2,453,673	5/22/2001
EXCELSIOR	U.S.			2,111,922	11/11/1997
SGTV	U.S			2,115,280	11/25/1997
UNVAILED	U.S.			2,059,114	5/6/1997
SOUND SITE	U.S.			2,110,413	11/4/1997
REPLAY	U.S.			2,145,660	3/24/1998
CHANNEL 1000	U.S.			2,007,450	10/15/1996
ORCHARD LANE	U.S.			2,166,075	6/16/1998
GOODY GOT IT	U.S.			1,799,857	10/19/1993

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
WE GOT WHAT IS HOT	U.S.			1,799,856	10/19/1993
IN CHARACTER	U.S.			2,035,880	2/4/1997
ON CUE	U.S.			1,716,936	9/15/1992
SAM GOODY'S MUSICLAND	U.S.			1,661,268	10/15/1991
SAM GOODY	U.S.			1,661,247	10/15/1991
REQUEST	U.S.			1,582,520	2/13/1990
SUNCOAST MOTION PICTURE COMPANY	U.S.			1,621,693	11/6/1990
SUNCOAST PICTURES	U.S.			1,516,863	12/13/1988
PRIMERICA	U.S.			1,498,362	8/2/1988
LICORICE PIZZA	U.S			1,317,377	1/29/1985
TREX	U.S.			1,265,472	1/31/1984
DISCOUNT RECORDS	U.S.			1,343,453	6/18/1985
EXCELSIOR	U.S.			1,156,232	6/2/1981
MUSICWORKS	U.S.			1,182,519	12/15/1981
MUSICLAND	U.S.			1,123,614	8/7/1979
P	U.S.			1,067,598	6/14/1977
P PICKWICK	U.S.			1,065,212	5/10/1977
MUSICLAND	U.S.			890,282	4/28/1970
MUSICLAND	U.S.			895,532	7/28/1970
ON CUE	Minnesota			18586	12/12/1991
CHANNEL 1000	Canada			TMA253371	

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
BANDEMONIUM	Canada	101514700	5/11/1999		
CHANNEL 1000	Canada			TMA253371	11/28/1980
EXCELSIOR	Canada			TMA246826	6/20/1980
SAM GOODY DESIGN	Canada			TMA243280	4/18/1980
SAM GOODY	Italy			764130	12/21/1998
SOUND SITE	United Kingdom			2058917B	5/11/2001
SAM GOODY	United Kingdom			2058916A	2/28/1997
CHANNEL 1000	United Kingdom			1577437	10/31/1997
SOUND SITE	United Kingdom			2058917A	12/5/1997
SAM GOODY	United Kingdom			2058916B	5/11/2001
SOUNDSITE	United Kingdom			2051279	2/7/1997
EXCELSIOR	United Kingdom			2002286	12/8/1995
SAM GOODY	CTM			1033505	4/3/2000
WE GOT DOT	CTM			1421361	3/12/2001
EXCELSIOR	CTM			434928	5/26/1998
EXCELSIOR	Japan			4266636	4/23/1999

MUSICLAND, INC.
TRADEMARKS

Trademark	Country	Reg. No.	Reg. Date
KEYS TO FUN	U.S.	2,677,863	1/21/2003
KEYS TO FUN	U.S.	2,123,964	12/23/1997
MUSICLAND	New York	S14147	6/3/1994

MUSICLAND RETAIL, INC.
TRADEMARKS

Trademark	Country	Serial No.	Filing Date
TREX	U.S.	76/359,006	1/14/2002

RECORDED: 06/18/2003