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

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): Buffet Crampon S.A. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other French Company Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: The Royal Bank of Scotland plc Internal Corporate and Structured Finance Address: London Street Address: 280 Bishopsgate, 9th Floor City: London State: England Zip: EC2M 4RB [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Public limited company of Scotland If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: April 30, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1658173 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John P. Rynkiewicz Internal Address: Kaye Scholer LLP Street Address: 901 Fifteenth Street, N.W., Suite 1100 City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1 [] Enclosed [X] Enclosed [] Authorized to be charged to deposit account 7. Total fee (37 CFR 3.41).....\$ 40.00 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. Johanne R. Rémy Signature Date: May 8, 2003

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 2003 is made between Buffet Crampon S.A., a French *société anonyme*, having its registered office at 78711 Mantes la Ville, 5 Rue Maurice Berteaux, registered with the Registry of Commerce and Companies in Versailles under number 562 009 431 ("Debtor"), and The Royal Bank of Scotland plc, a public limited company registered in Scotland No. 90312, in its capacity as Agent for the Banks ("Secured Party") under the Facilities Agreement referred to below.

Debtor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Facilities Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Facilities Agreement.

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

"Bankruptcy Code" shall mean 11 U.S.C. Sections 101 et seq., as amended from time to time, and any successor statute.

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

"Facilities Agreement" means that certain Term Loan and Revolving Credit Facilities Agreement, dated as of February 11, 2003, between The Music Group Limited, The Music Group International Limited, Secured Party and The Companies, as defined therein, as supplemented by way of a supplemental agreement entered into by each of the parties to the Facilities Agreement and dated 28th February 2003 and as may be further amended, supplemented or otherwise modified from time to time.

"Finance Documents" has the meaning set forth in the Facilities Agreement.

"Guaranty" means that certain Guarantee, dated as of February 28, 2003, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means all payment and performance obligations of Debtor whether now existing or hereafter incurred, created or arising and whether direct or indirect, absolute or contingent, due or to become due under the (i) Facilities Agreement, Ancillary Facilities Letter or any other Finance Document to which it is or hereafter becomes a party, or any Hedging Agreement, including, without limitation, all principal of and interest on the Loans, all fees, expenses, indemnities and other amounts payable by Debtor under the Facilities

Agreement, the Ancillary Facilities Letter, this Agreement or any other Finance Document (including interest accruing after the filing of a petition or commencement of a case by or with respect to any Borrower, Guarantor or the Debtor seeking relief under any applicable laws pertaining to bankruptcy, reorganization, arrangement, moratorium, readjustment of debts, dissolution, liquidation or other debtor relief, specially including, without limitation, the Bankruptcy Code, the Insolvency Act of 1986 referred to in Clause 13 of the Facilities Agreement and any fraudulent transfer and fraudulent conveyance laws, whether or not the claim for such interest is allowed in such proceeding) and (ii) Guaranty, as such obligations may be limited by the terms of section 2.2 of the Guaranty.

“UCC” means the Uniform Commercial Code as in effect in the State of New York.

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

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.”

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names that Debtor is required pursuant to any Finance Document to deliver in pledge to the Secured Party, including without limitation those described on Schedule A, all licenses relating to any of the foregoing and all income and royalties with respect to any such licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3 Supplement to Facilities Agreement. This Agreement has been granted in conjunction with the Facilities Agreement and the Guaranty. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Facilities Agreement, Guaranty or any other Finance Document referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications being pledged by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5 Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or otherwise may reasonably be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office reasonably deemed appropriate by Secured Party.

SECTION 6 Authorization to Supplement. If Debtor shall obtain rights to any new trademark which pursuant to any Finance Document Debtor is required to deliver in pledge to the Secured Party the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or any renewal or extension of the registration of any trademark that constitutes Collateral. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

SECTION 8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9 Amendment. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, subject to Section 12.36 of the Facilities Agreement Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

SECTION 10 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. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11 Termination. Upon the (i) payment in full of the Secured Obligations, (ii) termination of the Guaranty, and (iii) termination of the Facilities Agreement, Ancillary Facilities Letter and other Finance Documents, each with respect to the Secured Obligations arising thereunder, if any, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12 No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13 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

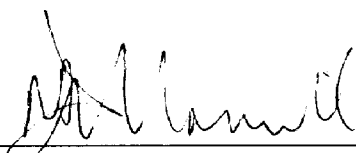
render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14 Notices. All notices and other communications under or in connection with this Agreement shall be given in writing by facsimile or by letter delivered in person or by first class registered mail. Any such notice or communication will be deemed to have been given as follows (a) if by facsimile, when delivered; and (b) if by letter, when delivered (in the case of personal delivery) and two Business Days after having been mailed by first class registered mail (in the case of postal delivery). Any notice or communication given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notice or communication given to the Secured Party by an person shall only be effective when received by the Secured Party and each notice or communication to the Secured Party by facsimile shall, without prejudice to the validity or effectiveness of the same, be confirmed by letter. Notices to the Secured Party shall be sent to The Royal Bank of Scotland plc, Corporate and Structured Finance London, 9th Floor, 280 Bishopsgate, London EC2M 4RB, England, Telephone No. 44 (0)20 7672 1803, Facsimile No. 44 (0)20 7672 1201, Attn: Neil Evans. Notices to Debtor shall be sent to Buffet Crampon S.A., 5 Rue Maurice Berteaux, 78711 Mantes la Ville, France, Telephone No. 33 130 985 132, Facsimile No. 33 134 787 902, Attn: Paul Baronnat.


SECTION 15 Submission to Jurisdiction. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, the Debtor hereby submits, generally and unconditionally, to the jurisdiction of the aforesaid courts and waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which the Debtor now or hereafter has to the bringing of any such action or proceeding in such respective jurisdictions. The Agent may also commence legal proceedings or otherwise proceed against the Debtor in any other jurisdiction.

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

BUFFET CRAMPON S.A.

By: 
Title: _____

THE ROYAL BANK OF SCOTLAND PLC

By: 
Title: ASSOCIATE DIRECTOR