

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
beethoven.com, LLC		09/30/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	CIT Lending Services Corporation, as Agent
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2489339	BEETHOVEN.COM
Registration Number:	2507169	BEETHOVEN.COM
Registration Number:	2507168	
Registration Number:	2542923	BEETHOVEN.COM

CORRESPONDENCE DATA	
Fax Number:	(800)432-5298
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4012766629
Email:	trademark@ealaw.com
Correspondent Name:	Efrosyni Iosiphidis
Address Line 1:	2800 Financial Plaza
Address Line 2:	Edwards & Angell, LLP
Address Line 4:	Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	23666/0187
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NAME OF SUBMITTER:	Efrosyni Iosiphidis
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CH \$115.00 2489339

Total Attachments: 7

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TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 30, 2003, by beethoven.com, LLC, a Delaware limited liability company (the "Debtor"), to and with CIT LENDING SERVICES CORPORATION, a Delaware corporation, as Agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of the financial institutions and other Persons which are now or hereafter become Lenders under, or as defined in, the General Security Agreement referred to below (the "Secured Parties").

RECITALS

A. Debtor has executed and delivered to the Agent a certain Security Agreement dated September 30, 2003, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between the Agent, on behalf of the Secured Parties, and the Debtor and certain of its affiliates.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent, on behalf of the Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. **Security Interest**. The Debtor hereby grants to the Agent, on behalf of the Secured Parties, a continuing security interest in all trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties**. The Debtor represents and warrants that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows:

3.1. The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Agent, on behalf of the Secured Parties) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein.

3.2. The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.3. The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.4. Until all of the Obligations shall have been paid in full and termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Agent's prior written consent.

3.5. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Agent.

3.6. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Agent written notice thereof, and shall

execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Agent's and the Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.7. The Debtor will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** The Debtor hereby appoints the Agent, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtor and the Agent, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall

affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New Jersey.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

beethoven.com, LLC

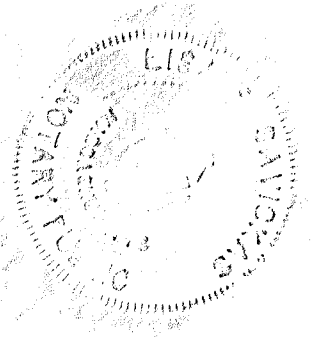
By: *Howard P. Tanger*
Name: HOWARD P. TANGER
Title: PRESIDENT

CIT LENDING SERVICES CORPORATION, AS AGENT

By: *Michael V. Monahan*
Name: Michael V. Monahan
Title: Vice President

STATE OF Massachusetts
COUNTY OF Suffolk

In Boston on this 17th day of November, 2003, before me personally appeared Howard P. Tanger, the President of Beethoven.com, LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.



Lisa E. Sprickus
Notary Public
Print Name: Lisa E. Sprickus
My Commission expires: 8/27/04

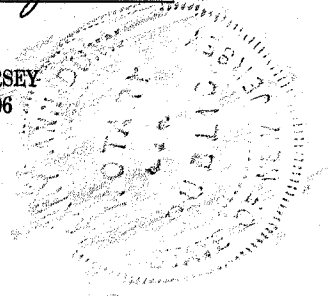
[SIGNATURES CONTINUED ON NEXT PAGE]

STATE OF New Jersey)
COUNTY OF Marlboro)

In New Jersey on this 9th day of December, 2003, before me personally appeared Michael V Monahan, the Vice President of CIT Lending Services Corporation, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.

Mary Ann Dunn
Notary Public
Print Name: MARY Ann Dunn
My Commission expires: May 2, 2006

MARY ANN DUNN
NOTARY PUBLIC OF NEW JERSEY
MY COMM. EXP. MAY 2, 2006



SCHEDULE A

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>
BEETHOVEN.COM	2489339	9/11/01
BEETHOVEN.COM and Design	2507169	11/13/01
MISCELLANEOUS Design	2507168	11/13/01
BEETHOVEN.COM and Design	2542923	2/26/02

TRADEMARK