

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MediaBay.com, Inc.		04/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ZOHAR CDO 2003-1, Limited, as agent
Street Address:	c/o Patriach Partners VIII, LLC, 112 South Tryon Street
Internal Address:	Suite 700
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28284
Entity Type:	Exempted Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2554856	AUDIOBOOKCLUB.COM WORLD'S LARGEST SELECTION OF AUDIOBOOKS
Registration Number:	2539273	CELEBRITYBAY

CORRESPONDENCE DATA

Fax Number: (860)275-0343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860-275-0589

Email: ptomail@dbh.com

Correspondent Name: Barb Villandry, Paralegal

Address Line 1: CityPlace 1

Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:

036845-02190

NAME OF SUBMITTER:

Barb Villandry, Paralegal

Total Attachments: 3

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between MEDIABAY.COM, INC., a Delaware corporation ("Grantor"), and ZOHAR CDO 2003-1, Limited, a Cayman Islands exempted company, as agent (in such capacity, the "Agent") for itself and the financial institutions party to the Credit Agreement referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of April 28, 2004, among MediaBay, Inc., Radio Spirits, Inc. and Audio Book Club, Inc., as borrowers thereunder, the Guarantors (as defined therein) signatory thereto, and Zohar CDO 2003-1, Limited, as Agent and lender thereunder (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Grantor entered into the Intellectual Property Security Agreement of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

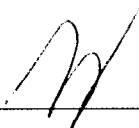
WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the

benefit of the Lenders, a continuing security interest and lien in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

MEDIABAY.COM, INC.

By: 

Name:

Title:

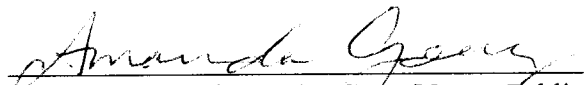
STATE OF New York)

) ss.:

COUNTY OF New York)

On this the 28th day of April, 2004, before me, personally appeared John Levy who, being by me duly sworn, did depose and say that she/he is the Executive Vice President of Mediabay.com, Inc., the corporation described in and which executed the above instrument, and that she/he as such Executive Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as Executive Vice President and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.


Commissioner of Superior Court/Notary Public

My Commission Expires: December 10, 2005

SCHEDULE 1
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No.</u>
AUDIOBOOKCLUB.COM & DES. - World's Largest Selection of Audiobooks	2,554,856
CELEBRITYBAY	2,539,273

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