

## 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
Audio Book Club, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2293813	AUDIOBOOKS DIRECT	
CORRESPONDENCE DATA			
Fax Number:	(860)275-0343		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	860-275-0589		
Email:	ptomail@dbh.com		
Correspondent Name:	Barb Villandry, Paralegal		
Address Line 1:	c/o Patriach Partners VIII, LLC, 112 Sou		
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 AUDIO BOOK CLUB, 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.

AUDIO BOOK CLUB, INC.

By:   
Name:  
Title:

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

On this the 18 day of April, 2004, before me, personally appeared John Law who, being by me duly sworn, did depose and say that she/he is the Executive President of Audio Book Club, Inc., the corporation described in and which executed the above instrument, and that she/he as such Executive 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 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

AMANDA THOMAS BUCK GOEHRING  
Notary Public, State of New York  
No. 02G06067593  
Qualified in Kings County  
Commission Expires Dec. 10, 2005

SCHEDULE 1  
TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT

<u>Mark</u>	<u>Reg. No.</u>
AUDIOBOOKS DIRECT	2,293,813