

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, Inc.		07/08/2004	CORPORATION: FLORIDA

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: 26

Property Type	Number	Word Mark
Registration Number:	2110587	AUDIO BOOK CLUB
Registration Number:	1965035	AUDIO BOOK CLUB
Registration Number:	2346898	AUDIO BOOK CLUB PUBLISHING
Registration Number:	2252868	AUDIO BOOK CLUB WHERE BOOKS COME TO LIFE!
Registration Number:	2158535	AUDIO BOOK CLUB WHERE BOOKS COME TO LIFE!
Registration Number:	2355761	AUDIO BOOK CLUB WORLD'S LARGEST SELECTION
Registration Number:	2300567	AUDIO BOOK CLUB WORLD'S LARGEST SELECTION OF AUDIO BOOKS
Registration Number:	2619542	AUDIO PASSAGES A CHRISTIAN AUDIO BOOK CLUB
Registration Number:	2514274	AUDIO PASSAGES.COM A CHRISTIAN AUDIO BOOK CLUB
Registration Number:	2622900	AUDIOBOOKCLUB.COM
Registration Number:	2718712	AUDIOBOOKCLUB.COM WORLD'S GREATEST SELECTION OF AUDIOBOOKS
Registration Number:	2345562	MEDIABAY
Registration Number:	2345565	MEDIABAY

TRADEMARK
REEL: 002894 FRAME: 0672

CH \$665.00 2110587

Registration Number:	2616881	M MEDIABAY ENTERTAINMENT
Registration Number:	2347209	MEDIABAY.COM
Registration Number:	2097439	
Registration Number:	1938108	
Registration Number:	2238439	
Registration Number:	2345561	M
Registration Number:	2097440	
Serial Number:	76407174	RADIO CLASSICS THE ORIGINAL BROADCASTS FROM RADIO'S GOLDEN AGE!
Registration Number:	2751785	RADIO CLASSICS
Registration Number:	2244389	WHERE BOOKS COME TO LIFE!
Registration Number:	2117493	WHERE BOOKS COME TO LIFE!
Registration Number:	2783944	THE WORLD'S 30 GREATEST MYSTERIES
Registration Number:	2762554	THE WORLD'S GREATEST OLD-TIME RADIO SHOWS

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
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NAME OF SUBMITTER:	Barb Villandry, Paralegal
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Total Attachments: 4

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between MEDIABAY, INC., a Florida 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, INC.

By: [Signature]
Name: John E. Levy
Title: CFO

STATE OF New Jersey)
) ss.:
COUNTY OF Monmouth)

On this the 8th day of July, 2004, before me, personally appeared John Levy who, being by me duly sworn, did depose and say that she/he is the CFO of Mediabay, the corporation described in and which executed the above instrument, and that she/he as such CFO, 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 CFO and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]
Commissioner of Superior Court/Notary Public
My Commission Expires:

NISAR A KERMALLI
NOTARY PUBLIC NEW JERSEY
MY COMMISSION EXPIRES
ON 07/09/2006
ID# 2191302

SCHEDULE 1
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

<u>Mark</u>	<u>Appl/Reg. No.</u>
AUDIO BOOK CLUB and DESIGN	2,110,587
AUDIO BOOK CLUB and DESIGN	1,965,035
AUDIO BOOK CLUB PUBLISHING & DESIGN	2,346,898
AUDIO BOOK CLUB WHERE BOOKS COME TO LIFE! & DES.	2,252,868
AUDIO BOOK CLUB WHERE BOOKS COME TO LIFE! and DESIGN	2,158,535
AUDIO BOOK CLUB WORLD'S LARGEST SELECTION & DESIGN	2,355,761
AUDIO BOOK CLUB WORLD'S LARGEST SELECTION OF AUDIO BOOKS & DES.	2,300,567
AUDIO PASSAGES - A Christian Audio Book Club and DES.	2,619,542
AUDIO PASSAGES.COM - A Christian Audio Book Club and DES.	2,514,274
AUDIOBOOKCLUB.COM & DES.	2,622,900
AUDIOBOOKCLUB.COM & DES. - WORLD'S GREATEST SELECTION OF AUDIOBOOKS	2,718,712
MEDIABAY	2,345,562
MEDIABAY & Des.	2,345,565
MEDIABAY ENTERTAINMENT & DESIGN	2,616,881
MEDIABAY.COM	2,347,209

MISCELLANEOUS DESIGN (Man with earphones)	2,097,439
MISCELLANEOUS DESIGN (Open book with earphones)	1,938,108
MISCELLANEOUS DESIGN (Open book with earphones)	2,238,439
MISCELLANEOUS DESIGN (Profile of man with "M)	2,345,561
MISCELLANEOUS DESIGN (Profile of Man with earphone)	2,097,440
RADIO CLASSICS and DES. - The Original Broadcasts . . .	76/407174
RADIO CLASSICS and DESIGN	2,751,785
WHERE BOOKS COME TO LIFE!	2,244,389
WHERE BOOKS COME TO LIFE! And DESIGN	2,117,493
WORLD'S 30 GREATEST MYSTERIES and DESIGN	2,783,944
WORLD'S GREATEST OLD-TIME RADIO SHOWS and DESIGN	2,762,554