06-18-2004

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

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-25-04

Muzak Holdings LLC

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies)

Name: General Electric Capital

Internal Address: Corporation, as Collateral Agent

Street Address: 201 Merritt 7, POB 5201

City: Norwalk State: CT Zip: 06856-5201

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Delaware
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Amended Guarantee & Collateral Agmt

Execution Date: 05/10/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....$

- [ ] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Maureen P. Murphy — Name of Person Signing

Maureen P. Murphy — Signature

05/18/2004 — Date

Total number of pages including cover sheet, attachments, and document: 65

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

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01 FC:8521 40.00 OP
02 FC:8522 700.00 OP

05-25-2004
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #11

ITEM 1 (cont'd)

Additional Conveying Parties

Muzak LLC
Audio Environments, Inc.
Background Music Broadcasters, Inc.
BI Acquisition, LLC
Business Sound, Inc.
MLP Environmental Music, LLC
Music Incorporated
Muzak Capital Corporation
Muzak Houston, Inc.
Telephone Audio Productions, Inc.
Vortex Sound Communications Company, Inc.

ITEM 4 (cont'd)

SCHEDULE A

LIST OF U.S. TRADEMARKS

A. U.S. TRADEMARK REGISTRATIONS:

MARK	REGISTRATION NUMBER
ADCASTER	1,507,899
COUNTRY CURRENTS	1,802,376
DRIVE-THRU EXPRESS	2,403,095
ENVIRONMENTAL MUSIC BY MUZAK	1,814,119
EXPRESSIONS	1,844,796
FM ONE	1,667,017
FM-1	1,617,101
FOREGROUND MUSIC ONE	1,456,883
HEALTH ON HOLD	1,858,826
HITLINE	1,647,726
INPHONET	1,374,250
JUKEBOX GOLD	1,801,181
MARKETING ON HOLD	1,650,387
MUSICSERVER	2,215,550
MUZAK	323,327
MUZAK	393,293
MUZAK	973,643
MUZAK (stylized)	599,782
MUZAK and M Logo Design	2,432,717
MUZAK HEART & SOUL FOUNDATION	2,290,580
ON-HOLD AMERICA	1,848,420
PLEASE HOLD PROMOTIONS	1,853,798
SOUND BUSINESS SOLUTIONS	1,417,717
STIMULUS PROGRESSION	1,418,700
TONES	1,248,832
YESCO	1,553,505
YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	2,380,584
YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	2,318,795

B. U.S. TRADEMARK APPLICATIONS:

MARK	APPLICATION NUMBER
M and Design	78-300297

AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT

made by

MUZAK HOLDINGS LLC

MUZAK LLC

and certain of its Subsidiaries

in favor of

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

Dated as of May 10, 2004

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AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT, dated as of May 10, 2004, made by Bear Stearns Corporate Lending, Inc. (together with its successors and assigns, in such capacity, the "Administrative Agent"), each of the grantors party hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of General Electric Capital Corporation, as collateral agent (together with its successors and assigns, in such capacity, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of May 10, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Muzak Holdings LLC ("Holdings"), Muzak LLC (the "Borrower"), the Lenders, Bear, Stearns & Co. Inc. and Lehman Brothers Inc., as joint lead arrangers and joint bookrunners (together with their successors and assigns, collectively, the "Joint Lead Arrangers"), Lehman Commercial Paper Inc., Fleet National Bank and GECC Capital Markets Group, Inc., as co-syndication agents (together with their successors and assigns, in such capacity, collectively, the "Co-Syndication Agents"), General Electric Capital Corporation, as documentation agent (together with its successors and assigns, in such capacity, the "Documentation Agent"), the Collateral Agent and the Administrative Agent (together with the Joint Lead Arrangers, the Co-Syndication Agents, the Documentation Agent and the Collateral Agent, the "Agents").

W I T N E S S E T H :

WHEREAS, the Borrower, Holdings, the Lenders, the Joint Lead Arrangers, the Co-Syndication Agents (other than GECC Capital Markets Group, Inc.), the Documentation Agent and the Administrative Agent originally entered into that certain Credit Agreement dated as of May 20, 2003 (the "Original Closing Date"), as amended by the Waiver and Consent, dated December 30, 2003, the Waiver and Consent, dated as of February 25, 2004, the First Amendment and Waiver, dated as of March 9, 2004, the Waiver and Consent, dated as of March 10, 2004 (the "Consent") and the Acknowledgement, dated as of March 26, 2004 (as so amended, the "Original Credit Agreement");

WHEREAS, on the Original Closing Date, the Grantors entered into that certain Guarantee and Collateral Agreement (the "Original Guarantee and Collateral Agreement");

WHEREAS, the Consent provides for, among other things, the Term Loans (as defined in the Credit Agreement), the proceeds of which shall be used to consummate the Refinancing Transaction (as defined in the Credit Agreement);

WHEREAS, the Borrower, Holdings, the Lenders, the Administrative Agent and the Collateral Agent are amending and restating the Original Credit Agreement to reflect all prior amendments and consents and such other changes to the Original Credit Agreement as evidenced thereby;

WHEREAS, the Borrower, Holdings, the Lenders, the Administrative Agent and the Collateral Agent intend that (a) except as expressly stated herein, all obligations under the Original Guarantee and Collateral Agreement of the parties shall continue to exist under and be

evidenced by this Agreement and the Loan Documents and (b) except as expressly stated herein or amended hereby, the Original Guarantee and Collateral Agreement and the other Loan Documents are ratified and confirmed as remaining unmodified and in full force and effect with respect to all Obligations;

WHEREAS, upon the execution and delivery by the parties hereto of this Agreement and the satisfaction (or waiver) of the conditions set forth in Section 6.1.B of the Credit Agreement, (a) this Agreement shall be deemed to amend, restate and supersede the Original Guarantee and Collateral Agreement, except that the grants of security interests, Mortgages and Liens under and pursuant to the Loan Documents shall continue unaltered by this Agreement; (b) all Obligations (including all indemnities) under the Original Credit Agreement and the other Loan Documents shall continue to be outstanding except as expressly modified by this Agreement and shall be governed in all respects by this Agreement and the other Loan Documents, it being agreed and understood that this Agreement does not constitute a novation, satisfaction, payment or reborrowing of any Obligation under the Original Credit Agreement or any other Loan Document except as expressly modified by this Agreement, nor does it operate as a waiver of any right, power or remedy of any Lender under any Loan Document (other than the Original Credit Agreement); and (c) all references to the Original Guarantee and Collateral Agreement in any Loan Document or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof;

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Lenders, the Agents and the Lender Counterparties (collectively, the "Secured Parties");

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent and the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Cer-

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tificated Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Letter-of-Credit Rights, Registered Organization, Securities Account and Supporting Obligations.

(b) The following terms shall have the following meanings:

"Agents": as defined in the preamble.

"Agreement": this Amended and Restated Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to any Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Amended and Restated Loan Documents, any Letter of Credit, any Specified Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Secured Parties that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Collateral Agent as provided in Section 6.1, 6.6 or 7.1

"Collateral Account Funds" shall mean, collectively, the following from time to time on deposit in any Collateral Account: all funds (including, without limitation, all trust monies), investments (including, without limitation, all Cash Equivalents) and all certificates and instruments from time to time representing or evidencing such investments; all notes, certificates of deposit, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Collateral Agent for or on behalf of any Grantor in substitution for, or in addition to, any or all of the Collateral; and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the items constituting Collateral.

"Contracts" shall mean, collectively, with respect to each Grantor, all sale, service, performance, equipment or property lease contracts, agreements and grants and all other contracts, agreements or grants (in each case, whether written or oral, or third party or intercompany), between such Grantor and third parties, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

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"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 4.10(a)), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 4.10(a)), granting any right under any Copyright, including, without limitation, any grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depositary institution.

"Foreign Subsidiary": any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"Grantors": as defined in the preamble hereto.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Amended and Restated Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Secured Parties that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Amended and Restated Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property," as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Foreign

Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of any Investment Property.

"Lender Counterparties": as defined in the Credit Agreement.

"Material Contract": any contract or other arrangement to which any Grantor is a party (other than the Amended and Restated Loan Documents) for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement); provided, however, that no franchise contract or arrangement or license contract or arrangement entered into by the Borrower or any of its Subsidiaries in the ordinary course of business shall be considered a Material Contract unless it involves aggregate annual consideration payable or receivable by the Borrower or such Subsidiary of not less than $2,500,000.

"Mortgaged Property" means each parcel of real property and the improvements thereto owned by a Grantor and identified on Schedule 1.1 of the Credit Agreement.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Officer's Certificate": the Officer's Certificate substantially in the form of Annex III hereto executed on the Borrower's behalf by the Chief Executive Officer or the Chief Financial Officer of the Borrower.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule 4.10(a), (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 4.10(a) and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 4.10(a).

"Pledged Notes": all promissory notes listed on Schedule 4.7(c), all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

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"Pledged Stock": the shares of Capital Stock listed on Schedule 4.7(a), together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect (other than such other shares, stock certificates, options, interests or rights, the fair market value of which shall not exceed $50,000 in the aggregate); provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds," as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Proceeds Collateral Account": the collateral account established by the Borrower in favor of the Collateral Agent for the benefit of the Secured Parties as provided in Section 7.1.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 4.10(a), and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 4.10(a).

1.2 Other Definitional Provisions. (a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

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SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Amended and Restated Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Amended and Restated Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of any Secured Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by any Secured Party from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Contribution. The Subsidiary Guarantors desire to allocate among themselves in a fair and equitable manner their obligations under this Agreement. Accordingly, each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Secured Parties, and each Subsidiary Guarantor shall remain

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liable to the Secured Parties for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by any Secured Party, no Guarantor shall be entitled to be subrogated to any of the rights of any Secured Party against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by any Secured Party for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Secured Parties by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Collateral Agent (duly indorsed by such Guarantor to the Collateral Agent, if required), to be credited and applied against the Borrower Obligations, whether matured or unmatured, in such order as the Collateral Agent may determine pursuant to this Agreement.

2.4 Amendments, etc. with Respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by any Secured Party may be rescinded by such Secured Party and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by any Secured Party, and the Credit Agreement and the other Amended and Restated Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by any Secured Party for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. No Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by any Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consum-

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mated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Amended and Restated Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by any Secured Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against any Secured Party, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, any Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by any Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of any Secured Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

2.8 Discharge of Guarantee Upon Sale of Guarantor. If all of the Capital Stock of any Guarantor or any of its successors in interest hereunder shall be sold or otherwise disposed of (including by merger or consolidation) in accordance with the terms and conditions of the Credit Agreement, the guarantee by such Guarantor or such successor in interest, as the case may be, hereunder shall automatically be discharged and released without any further action, effective as of the time of such Asset Sale (as defined in the Credit Agreement); provided,

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as a condition precedent to such discharge and release, the Administrative Agent shall have received evidence satisfactory to it that arrangements satisfactory to it have been made for delivery to Administrative Agent of the applicable Net Cash Proceeds (as defined in the Credit Agreement) of such disposition pursuant to Section 4.2 of the Credit Agreement.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a lien on and security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all Accounts;

(b) all Chattel Paper;

(c) all Collateral Accounts and all Collateral Account Funds;

(d) all Commercial Tort Claims;

(e) all Contracts;

(f) all Deposit Accounts;

(g) all Documents (other than title documents with respect to vehicles);

(h) all Equipment;

(i) all Fixtures;

(j) all General Intangibles;

(k) all Goods;

(l) all Instruments;

(m) all Intellectual Property;

(n) all Inventory;

(o) all Investment Property;

(p) all Letter-of-Credit Rights;

(q) all other property not otherwise described above, whether tangible or intangible;

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(r) all books and records pertaining to the Collateral; and

(s) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is (i) prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or (ii) prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under (x) any contract, license, agreement, instrument or other document evidencing or giving rise to such property, or (y) in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except in each case to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, except, in any case described by clauses (i) and (ii) above, the grant of a security interest shall only be prohibited to the extent and for so long as such Requirement of Law, contract, license, agreement, Pledged Stock, Pledged Note or other instrument or agreement applicable thereto validly prohibits the creation of a Lien on such property in favor of the Collateral Agent and, upon the termination of such prohibition (howsoever occurring), such property shall become Collateral under this Agreement; provided, further, that from and after the Original Closing Date, no Grantor shall permit to become effective in any document creating, governing or providing for any permit, lease or license, a provision that would prohibit the creation of a Lien on such permit, lease or license in favor of the Collateral Agent unless such Grantor believes, in its reasonable judgment, that such prohibition is usual and customary in transactions of such type.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Secured Parties to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to each Secured Party that:

4.1 Title; No Other Liens. Except for the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except (i) such as have been filed in favor of the Collateral Agent, for the ratable benefit of the Secured Parties pursuant to this Agreement or as are permitted by the Credit Agreement, (ii) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (iii) financing statements filed in connection with Liens permitted by the Credit Agreement. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by a Grantor. For purposes of this Agreement and the other

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Amended and Restated Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each Secured Party understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Collateral Agent to utilize, sell, lease or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of the filings of the financing statements naming such grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth on Schedule 4.2 (which, in the case of all filings and other documents referred to on said Schedule, have been duly completed and delivered to the Collateral Agent) and such other actions as specified on Schedule 4.2, (to the extent, in the case of unregistered Intellectual Property constituting Collateral, that a security interest may be perfected in such unregistered Intellectual Property) will constitute valid perfected security interests in all of the Collateral in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other unrecorded Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law. Each Grantor represents and warrants that the Collateral Agent has a perfected first priority security interest in all uncertificated Investment Property, Pledged Stock or Pledged Note pledged by it hereunder that is in existence on the date hereof.

4.3 Jurisdiction of Organization, Corporate Names. (a) Set forth on Schedule 4.3(a) are (i) the exact legal names of each Grantor, as such names appear in their respective certificates of incorporation or any other organizational documents and (ii) the organizational identification numbers, if any, of each Grantor that is a Registered Organization, the Federal Taxpayer Identification Numbers of such Grantor and the state of formation of each Grantor. Each Grantor is (i) the type of entity disclosed next to its name on Schedule 4.3(a) and (ii) a Registered Organization except to the extent disclosed on Schedule 4.3(a).

(b) Set forth on Schedule 4.3(b) are (i) the corporate or organizational names that each Grantor has had in the past five years and (ii) a list of all other names (including trade names or fictitious business names) used by such Grantor, now or at any time during the past five years. Such Grantor has furnished to the Collateral Agent a certified charter, certificate of incorporation or other organizational document and a long-form good standing certificate as of a date which is recent to the date hereof.

4.4 Current Locations; Inventory and Equipment. (a) Set forth on Schedule 4.4(a) are (i) the chief executive offices of each Grantor and (ii) all locations where each Grantor maintains any books or records relating to any Collateral.

(b) Set forth on Schedule 4.4(b) are (i) all of the jurisdictions where each Grantor maintains any of the Collateral consisting of Inventory or Equipment not identified above and (ii) the names and addresses of all persons or entities other than any Grantor, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are

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intended to have possession of any of the Collateral consisting of Instruments, Chattel Paper, Inventory or Equipment.

4.5 Condition and Maintenance of Equipment. The Equipment of such Grantor is in good repair, working order and condition, reasonable wear and tear excepted in accordance with such Grantor's past practices. Each Grantor shall cause the Equipment to be maintained and preserved in good repair, working order and condition, reasonable wear and tear excepted, in accordance with such Grantor's past practices, and shall as quickly as commercially practicable make or cause to be made all repairs, replacements and other improvements which are necessary or appropriate in the conduct of such Grantor's business.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Investment Property. (a) Set forth on Schedule 4.7(a) is a true and correct list of all of the issued and outstanding Pledged Stock of each Grantor. The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly authorized and validly issued and are fully paid and nonassessable.

(c) Set forth on Schedule 4.7(c) is a true and correct list of all Pledged Notes of each Grantor. Each of the Pledge Notes constitute the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and Liens permitted by Section 8.3 of the Credit Agreement.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument in the form of a note or Chattel Paper which has not been delivered to the Collateral Agent.

(b) The amounts represented by such Grantor to the Secured Parties from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9 Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required in connection with the execution, delivery and performance of this Agreement, except as has been obtained in all material respects.

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(b) Each Material Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Material Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Material Contract to any material adverse limitation, either specific or general in nature.

(d) Neither such Grantor nor (to such Grantor's knowledge) any of the other parties to the Material Contracts is in default in the performance or observance of any of the terms thereof.

(e) Such Grantor has delivered to the Collateral Agent a complete and correct copy of each Material Contract, including all amendments, supplements and other modifications thereto.

(f) No amount payable to such Grantor under or in connection with any Material Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent.

4.10 Intellectual Property. (a) Schedule 4.10(a) lists all registered Copyrights, registered and material unregistered Trademarks, issued Patents and applications for the foregoing and all material written Copyright Licenses, Patent Licenses and Trademark Licenses.

(b) Except as set forth on Schedule 4.10(b), to the knowledge of such Grantor on the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and, to the knowledge of such Grantor, does not infringe the intellectual property rights of any other Person.

(c) Except as set forth on Schedule 4.10(c), to the knowledge of such Grantor, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(d) Except as set forth on Schedule 4.10(d), no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property of such Grantor or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

4.11 Deposit Accounts, Securities Accounts. Schedule 4.11 sets forth each Deposit Account or Securities Account in which any Grantor has any interest on the date hereof.

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4.12 Collateral. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Secured Party in connection with this Agreement, in each case, relating to the Collateral, is accurate and complete in all material respects.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until the Obligations (other than contingent obligations not due and payable) shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper, in each case, with a stated value, face value or fair market value equal to or exceeding $10,000, shall be promptly delivered to the Collateral Agent, duly indorsed in a manner satisfactory to the Collateral Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Collateral Agent and (ii) to the extent requested by the Collateral Agent, insuring such Grantor against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Collateral Agent.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective unless the insurer gives at least 30 days notice to the Collateral Agent, (ii) name the Collateral Agent as insured party or loss payee, as applicable, and (iii) be reasonably satisfactory in all other respects to the Collateral Agent.

(c) The Borrower shall deliver to the Collateral Agent a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Collateral Agent may from time to time reasonably request.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all material claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that none of the foregoing need be paid if the amount or validity thereof could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

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5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 to the extent that such security interest may be perfected under applicable law, and upon the written request of the Collateral Agent, shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Amended and Restated Loan Documents to dispose of the Collateral.

(b) Such Grantor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Collateral Agent may reasonably request in writing, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts, Securities Accounts, Letter-of-Credit Rights and any other relevant Collateral, taking any actions necessary to enable the Collateral Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

(d) Such Grantor will not establish any additional Deposit Accounts or Securities Accounts having a balance greater than $10,000 individually or $25,000 in the aggregate without executing and delivering, concurrently with the establishment of such account, a control agreement substantially in the form attached hereto as Annex I-A or I-B, as applicable, or as reasonably satisfactory to the Collateral Agent and the related depositary bank or securities intermediary, as the case may be, in order to perfect the security interest of the Collateral Agent in such account under the Uniform Commercial Code.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of all additional executed financing statements and other documents reasonably requested by the Collateral Agent to maintain the validity, perfection and priority of the security interests provided for herein:

(i) change its jurisdiction of organization or the location of its chief executive office or sole place of business or principal residence from that referred to in Section 4.3; or

(ii) change its name.

5.6 Notices. Such Grantor will advise the Collateral Agent promptly, in reasonable detail (which notice shall specify that it is being delivered pursuant to this Section), of:

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(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Collateral Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event, upon its becoming aware thereof, which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Secured Parties, hold the same in trust for the Secured Parties and deliver the same forthwith to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Collateral Agent so requests, signature guaranteed, to be held by the Collateral Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Collateral Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Collateral Agent, be delivered to the Collateral Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Collateral Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer, except to the extent permitted by this Agreement or the Credit Agreement, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement and the Liens permitted by the Credit Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

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(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.9 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.9 with respect to the Investment Property issued by it.

5.8 Uncertificated Investment Property. Each Grantor hereby agrees that if any issuer of Pledged Notes or Pledged Stock is organized in a jurisdiction which does not permit the use of certificates to evidence equity ownership, or if any of the Pledged Notes or Pledged Stock are at any time not evidenced by certificates of ownership, then each applicable Grantor shall, to the extent permitted by applicable law, record such pledge on the register or the books of the issuer, cause the issuer to execute and deliver to the Collateral Agent an acknowledgment of the pledge of such Pledged Notes or Pledged Stock substantially in the form of Annex II hereto, execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give the Collateral Agent the right to transfer such Pledged Notes or Pledged Stock under the terms hereof and, if required by the Collateral Agent, provide to the Collateral Agent an opinion of counsel, in form and substance satisfactory to the Collateral Agent, confirming such pledge and perfection thereof.

5.9 Receivables. (a) Other than in the ordinary course of business substantially consistent with its past practice, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could reasonably be expected to adversely affect the value thereof.

(b) Maintenance of Records. Each Grantor shall keep and maintain at its own cost and expense complete records of each Receivable, in a manner consistent with prudent business practice, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto.

(c) Legend. Each Grantor shall legend, at the request of the Collateral Agent made at any time after the occurrence of any Event of Default which is continuing and in form and manner reasonably satisfactory to the Collateral Agent, the Receivables and the other books, records and documents of such Grantor evidencing or pertaining to the Receivables with an appropriate reference to the fact that the Receivables have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

(d) Modification of Terms, etc. No Grantor shall rescind or cancel any indebtedness evidenced by any Receivable or modify any term thereof or make any adjustment with respect thereto except in the ordinary course of business substantially consistent with prudent business practice, or extend or renew any such indebtedness except in the ordinary course of business consistent with prudent business practice or compromise or settle any dispute, claim, suit or legal proceeding relating thereto or sell any Receivable or interest therein except in the

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ordinary course of business substantially consistent with prudent business practice without the prior written consent of the Collateral Agent.

(e) Collection. Each Grantor shall cause to be collected from the account debtor of each of the Receivables, as and when due in the ordinary course of business consistent with prudent business practice (including, without limitation, Receivables that are delinquent, such Receivables to be collected in accordance with generally accepted commercial collection procedures), any and all amounts owing under or on account of such Receivable, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable, except that any Grantor may, with respect to an Receivable, allow in the ordinary course of business (i) a refund or credit due in the ordinary course of business and (ii) such extensions of time to pay amounts due in respect of Receivables and such other modifications of payment terms or settlements in respect of Receivables as shall be commercially reasonable in the circumstances, all in accordance with such Grantor's ordinary course of business substantially consistent with its collection practices as in effect from time to time. The costs and expenses (including, without limitation, attorneys' fees) of collection, in any case, whether incurred by any Grantor, the Collateral Agent or any Secured Party, shall be paid by the Grantors.

(f) Evidence of Doubtful Receivables. Such Grantor will deliver to the Collateral Agent a copy of each material written demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.10 Contracts. (a) Such Grantor will perform and comply in all material respects with all its obligations under the Material Contracts.

(b) Such Grantor will deliver to the Collateral Agent a copy of each material written demand, notice or document received by it relating in any way to any Material Contract that questions the validity or enforceability of such Material Contract.

5.11 Intellectual Property. Except with regard to the following subsections (a) through (h) to the extent any Grantor reasonably determines that any Intellectual Property is no longer used or useful in or material to its business,

(a) Such Grantor (either itself or through licensees) will (i) continue to use commercially each material Trademark in order to maintain such registered Trademarks in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such registered Trademarks with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, and (iv) not (and not permit any licensee or sublicensee thereof to) perform any act or knowingly omit to perform any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not perform any act, or omit to perform any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

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(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) perform any act or knowingly omit to perform any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) perform any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor will not perform any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Collateral Agent immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any final or non-appealable adverse determination or development (including, without limitation, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Collateral Agent within 30 calendar days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Collateral Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall upon its becoming aware thereof, (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Collateral Agent and at the request of the Collateral Agent, sue for infringement, misappropriation or dilution, to seek appropriate relief and to recover any and all damages for such infringement, misappropriation or dilution.

5.12 Commercial Tort Claims. Such Grantor shall advise the Collateral Agent and the Lenders promptly of any Commercial Tort Claim held by such Grantor individually or in the aggregate in excess of $500,000 and shall promptly execute a supplement to this Agreement in form and substance reasonably satisfactory to the Collateral Agent to grant a security interest in such Commercial Tort Claim to the Collateral Agent for the benefit of the Secured Parties.

5.13 Deposit Accounts, Securities Accounts. Each Grantor shall deliver to the Collateral Agent a control agreement, executed by all parties thereto, for each Deposit Account or Securities Account listed on Schedule 4.11 in which any Grantor has an interest on the date hereof. Notwithstanding the foregoing, no Deposit Account or Securities Account of any Grantor will exist on the Original Closing Date for which such Grantor has not delivered to the Collateral Agent a control agreement executed by all parties thereto, provided that the Grantors shall not be required to enter into control agreements with respect to any Deposit Account or Securities Account having a balance of less than $10,000 individually or $25,000 in the aggregate; provided further that the Collateral Agent shall not (i) have "control" (as defined in Section 9-104 of the UCC) of any Deposit Account or Securities Account nor (ii) be authorized to give any instructions directing the disposition of funds from any Deposit Account or Securities Account, as applicable, or withhold any withdrawal rights from such Grantor with respect to funds from time to time credited to any Deposit Account or Securities Account, as applicable, unless an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, or after giving effect to any withdrawal, any Event of Default would occur.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) After an Event of Default has occurred and is continuing, the Collateral Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications.

(b) The Collateral Agent hereby authorizes each Grantor to collect such Grantor's Receivables. The Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Sections 6.7 and 7.2 hereof, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Collateral Agent's request, upon the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave

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rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Collateral Agent in its own name or in the name of the Secured Parties may at any time after the occurrence and during the continuance of an Event of Default and after prior written notice to the Grantors communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) After the occurrence and during the continuance of an Event of Default, the Collateral Agent in its own name or in the name of the Secured Parties may, and upon the request of the Collateral Agent each Grantor shall, notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b) hereof, each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in this Agreement or the Credit Agreement, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which, in the Collateral Agent's reasonable judgment, would result in any violation of any provision of the Credit Agreement, this Agreement or any other Amended and Restated Loan Document. The Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to such Grantor all such proxies, dividend payments orders and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to this

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clause (a) and to receive dividends, principal or interest payments which is authorized to receive and retain pursuant to this clause (a).

(b) If an Event of Default shall occur and be continuing and the Collateral Agent shall give written notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Collateral Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Collateral Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may determine), all without liability except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) upon delivery of any notice to such effect pursuant to Section 6.3(a) hereof, pay any dividends or other payments with respect to the Investment Property directly to the Collateral Agent while an Event of Default has occurred and is continuing.

6.4 Intellectual Property; Grant of License. For the purpose of enabling the Collateral Agent, effective upon the occurrence and during the continuance of an Event of Default, to exercise rights and remedies under this Section 6 at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent upon the occurrence and during the continuance of an Event of Default, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Grantor, wherever the same may be located, including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof.

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6.5 Intellectual Property Litigation. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property and/or bring suit in the name of any Grantor, the Collateral Agent or the Secured Parties to enforce the Intellectual Property and any license thereunder. In the event of such suit, each Grantor shall, at the reasonable request of the Collateral Agent, do any and all lawful acts and execute any and all documents requested by the Collateral Agent in aid of such enforcement and the Grantors shall promptly reimburse and indemnify the Collateral Agent, as the case may be, for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 6.5 in accordance with Section 9.4 hereof. In the event that the Collateral Agent shall elect not to bring suit to enforce the Intellectual Property, each Grantor agrees, at the reasonable request of the Collateral Agent, to take all commercially reasonable actions necessary, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property by others and for that purpose agrees to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

6.6 Proceeds to Be Turned Over to Collateral Agent. In addition to the rights of the Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required). Upon the occurrence and during the continuance of an Event of Default, all Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control and while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Secured Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.7.

6.7 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Collateral Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Collateral Agent's election, the Collateral Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2 and any proceeds, awards or rents of any Mortgaged Property or other Collateral, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent and the expenses of the Collateral Agent under the Amended and Restated Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the parties to which such Obligations are then due and owing based on the respective amounts thereof;

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Third (this clause being applicable only if an Event of Default shall have occurred and be continuing), to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the parties holding such Obligations based on the respective amounts thereof; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or as otherwise may be required by applicable law.

6.8 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing upon the occurrence and during the continuance of an Event of Default, the Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent permitted by applicable law), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to perform any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Collateral Agent's written request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.8, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Secured Parties arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

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6.9 Registration Rights. (a) If the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.8 hereof, and if in the opinion of the Collateral Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and perform or cause to be performed all such other acts as may be, in the opinion of the Collateral Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its reasonable best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. In connection with the foregoing clauses (i) through (iv) inclusive, each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Collateral Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Stock pursuant to Section 6.8 hereof, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Stock pursuant to Section 6.8 hereof for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its reasonable best efforts to perform or cause to be performed all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.9 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.9 will cause irreparable injury to the Secured Parties, that the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.9 shall be specifically enforceable against such Grantor, and such Grantor hereby waives (to the extent permitted by law) and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred and is continuing under the Credit Agreement.

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6.10 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by any Secured Party to collect such deficiency.

SECTION 7. PROCEEDS COLLATERAL ACCOUNT

7.1 Establishment of Proceeds Collateral Account. Simultaneously with the execution and delivery hereof on the Closing Date, the Borrower shall establish a collateral account entitled "Muzak LLC- Proceeds Collateral Account" at the offices of The Bank of New York in New York, New York. The Collateral Agent, Borrower and The Bank of New York shall enter into an agreement, on the date hereof, in the form of Annex V hereto, which, when executed, will be deemed to have been made a part hereof (the "Proceeds Account Control Agreement"). Any proceeds from the Term Loans not applied in accordance with Section 5.16 of the Credit Agreement by May 17, 2004 and Cash Equivalents in which such proceeds are so invested shall be held by the Collateral Agent pursuant to this Agreement, for the sole and exclusive benefit of the Secured Parties, until disbursed or paid in accordance with the terms hereof, or until the security interest and pledge in favor of the Collateral Agent in such property created hereby is released in accordance with the terms hereof. All such funds shall be held in the Proceeds Collateral Account until disbursed or paid in accordance with the terms hereof. Pending disbursement in accordance with Section 7.3 hereof, the Proceeds Collateral Account, the funds held therein and Cash Equivalents held by the Collateral Agent shall be under the sole dominion and control of the Collateral Agent for the sole and exclusive benefit of the Secured Parties.

7.2 Investment of Funds in Proceeds Collateral Account. Funds deposited in the Proceeds Collateral Account shall be invested and reinvested only upon the following terms and conditions:

(a) Acceptable Investments. All funds in the Proceeds Collateral Account shall be invested by the Collateral Agent in such Cash Equivalents specified in writing (which may be by facsimile) by the Borrower that are consistent with the Borrower's judgment as to the need to make disbursements therefrom pursuant to Section 7.3 hereof; provided, that if a Default or Event of Default has occurred and is continuing under the Credit Agreement , the Collateral Agent shall have sole control of all funds in the Proceeds Collateral Account. Amounts earned on funds in the Proceeds Collateral Account shall be deposited in the Proceeds Collateral Account. The Collateral Agent shall not be liable for losses on any investments made by it pursuant to and in compliance with the investment instructions given hereunder. In the absence of investment instructions from the Borrower that meet the requirements of this Agreement, the Collateral Agent shall have no obligation or responsibility to invest funds held in the Proceeds Collateral Account.

(b) All interest earned on funds contained in the Proceeds Collateral Account shall remain deposited in the Proceeds Collateral Account as additional Collateral for the exclusive benefit of the Secured Parties and shall be required to be disbursed in accordance with the terms hereof.

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7.3 Release of Proceeds. (a) To the extent any proceeds of the Term Loans have been deposited in the Proceeds Collateral Account, at any time and from time to time on or prior to June 9, 2004, the Borrower may request in writing in the form of an Officer's Certificate substantially in the form set forth as Annex III hereof, release from the Proceeds Collateral Account the amount of funds described in such Officer's Certificate, provided that no such release shall be permitted (i) unless the applicable Officer's Certificate shall indicate that such funds shall be applied to redeem, defease or otherwise retire Holdings Notes and to pay fees and expenses related to the Refinancing Transaction (as defined in the Credit Agreement) within the earlier of (x) five (5) Business Days of the receipt of such proceeds by the Borrower and (y) June 9, 2004 and (ii) if at the time of such proposed release, the Collateral Agent shall have become aware of any Default or Event of Default under the Credit Agreement or any of the other Amended and Restated Loan Documents.

(b) If at 9:00 am New York City time on June 10, 2004, any funds, securities or other property or assets shall remain in the Proceeds Collateral Account, the Collateral Agent shall release such Proceeds to the Administrative Agent for the purpose of making a prepayment of the Term Loans in accordance with Section 4.2(d) of the Credit Agreement.

(c) Any amounts remaining in the Proceeds Collateral Account after the Borrower shall have fully complied with its obligations under this Section 7 and the Credit Agreement relating to the Proceeds of the Term Loans shall, if no Default or Event of Default shall have occurred and be continuing at such time, be released to the Borrower.

SECTION 8. THE COLLATERAL AGENT

8.1 Collateral Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably appoints the Collateral Agent and any authorized officer or agent thereof, with full power of substitution, as its lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, without assent by such Grantor, to perform any or all of the following acts:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such

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Intellectual Property (and the associated goodwill) and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.8 or 6.9, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 8.1(a) to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 8.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The reasonable expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 8.1, together with interest thereon at the rate applicable hereto under Section 4.11 of the Credit Agreement, from the date of payment by the

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Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent in accordance with Section 11.5 of the Credit Agreement.

(d) Each Grantor hereby ratifies all acts that said attorneys shall lawfully perform or cause to be performed by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

8.2 Duty of Collateral Agent. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. No Secured Party nor any of its officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

8.3 Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Collateral Agent determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. Each Grantor authorizes the Collateral Agent to use the collateral description "all personal property" in any such financing statement. Each Grantor hereby ratifies and authorizes the filing by the Collateral Agent of any financing statement with respect to the Collateral made prior to the date hereof.

8.4 Authority of Collateral Agent. Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

8.5 Access to Collateral, Books and Records; Other Information. Upon reasonable request to each Grantor, the Collateral Agent, its agents, accountants and attorneys shall

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have full and free access to visit and inspect, as applicable, during normal business hours and such other reasonable times as may be requested by the Collateral Agent all of the Collateral including, without limitation, all of the books, correspondence and records of such Grantor relating thereto. The Collateral Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and such Grantor agrees to render to the Collateral Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested by the Collateral Agent with regard thereto. Such Grantor shall, at any and all times, within a reasonable time after written request by the Collateral Agent, furnish or cause to be furnished to the Collateral Agent, in such manner and in such detail as may be reasonably requested by the Collateral Agent, additional information with respect to the Collateral.

SECTION 9. MISCELLANEOUS

9.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.1 of the Credit Agreement.

9.2 Notices. All notices, requests and demands to or upon the Administrative Agent, Collateral Agent or any Grantor hereunder shall be effected in the manner provided for in Section 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 9.2 or such other address specified in writing to the Collateral Agent in accordance with such Section.

9.3 No Waiver by Course of Conduct; Cumulative Remedies. No Secured Party shall by any act (except by a written instrument pursuant to Section 9.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

9.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Secured Party for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Amended and Restated Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Secured Party.

(b) Each Guarantor agrees to pay, and to save the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with re-

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spect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 11.5 of the Credit Agreement.

(d) The agreements in this Section 9.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Amended and Restated Loan Documents.

9.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

9.6 Set-Off. Each Grantor hereby irrevocably authorizes each Secured Party at any time and from time to time, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Secured Party to or for the credit or the account of such Grantor, or any part thereof in such amounts as such Secured Party may elect, against and on account of the obligations and liabilities of such Grantor to such Secured Party hereunder and claims of every nature and description of such Secured Party against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Amended and Restated Loan Document or otherwise, as such Secured Party may elect, whether or not any Secured Party has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. Each Secured Party shall notify such Grantor promptly of any such set-off and the application made by such Secured Party of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Secured Party under this Section 9.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Secured Party may have.

9.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy in which case, when so delivered shall be deemed an original), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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9.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9.10 Integration. This Agreement and the other Amended and Restated Loan Documents represent the agreement of the Grantors, the Secured Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Secured Party relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Amended and Restated Loan Documents.

9.11 **GOVERNING LAW**. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EXCEPT TO THE EXTENT THAT THE UNIFORM COMMERCIAL CODE PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF THE JURISDICTION OTHER THAN THE STATE OF NEW YORK.

9.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Amended and Restated Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 9.2 or at such other address of which the Administrative Agent and the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

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9.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Amended and Restated Loan Documents to which it is a party;

(b) no Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Amended and Restated Loan Documents, and the relationship between the Grantors, on the one hand, and the Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Amended and Restated Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

9.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 7.9 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex IV hereto.

9.15 Releases. (a) At such time as the Loans and the other Obligations (other than Obligations in respect of Specified Hedge Agreements) shall have been paid in full and the Commitments have been terminated, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall promptly deliver to such Grantor any Collateral held by the Collateral Agent hereunder, and promptly execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor (except where such sale, transfer or disposal is to another Grantor) in a transaction permitted by the Credit Agreement, then the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Amended and Restated Loan Documents.

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9.16 **WAIVER OF JURY TRIAL**. **EACH GRANTOR AND, BY ITS ACCEPTANCE OF THE BENEFITS HEREOF, EACH SECURED PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER AMENDED AND RESTATED LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

[Signature pages follow]

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IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

MUZAK HOLDINGS LLC

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

MUZAK LLC

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

AUDIO ENVIRONMENTS, INC.

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

BACKGROUND MUSIC BROADCASTERS, INC.

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

BI ACQUISITION, LLC

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

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BUSINESS SOUND, INC.

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

MLP ENVIRONMENTAL MUSIC, LLC

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

MUSIC INCORPORATED

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

MUZAK CAPITAL CORPORATION

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

MUZAK HOUSTON, INC.

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

TELEPHONE AUDIO PRODUCTIONS, INC.

By: _____
Name: Michael F. Zendan, II
Title: Vice President and General Counsel

[Guarantee and Collateral Agreement]

VORTEX SOUND COMMUNICATIONS
COMPANY, INC.

By: _____

Name: Michael F. Zendan, II
Title: Vice President and General Counsel

[Guarantee and Collateral Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: _____

Name: Richard Bram Smith
Title: Vice President

[Guarantee and Collateral Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By: _____

Name: Bhupesh Gupta
Title: Duly Authorized Signatory

[Guarantee and Collateral Agreement]

SCHEDULE 4.10(a) TO GUARANTEE AND COLLATERAL AGREEMENT

1. Trademarks

(a) See attached Trademark Status Report (by mark). Transfer of ownership of certain trademark applications and registrations outside the United States have been and will be recorded with the appropriate governmental agency per the renewal date of each mark.

(b) "Muzak" trade name. Use: As early as 1934. Business: The production and distribution of music, audio messages and video programs on prerecorded media and by private radio broadcast; the production and distribution of music, information, data and video by satellite broadcast; leasing of related equipment and installation and maintenance of such equipment; and related franchise services.

(c) "Muzak LLC" trade name. Use: As early as March 1999. Business: The production and distribution of music, audio messages and video programs on pre-recorded media and by private radio broadcast; the production and distribution of music, information, data and video by satellite broadcast; leasing of related equipment and installation and maintenance of such equipment; and related franchise services.

2. Copyright Registrations

Title		Reg. No.	Date
220	Moderate Adult Contemporary	SR61-819	2/20/85
221	Moderate Soft Rock	SR61-820	2/20/85
222	Uptempo Hitline	SR61-823	2/20/85
223	Moderate Mature Vocals	SR61-821	2/20/85
367	Upbeat Dance Music	SR61-822	2/20/85
561	Mixed Tempo Saxophone Jazz	SR61-826	2/20/85
778	Moderate Elegant Classical	SR61-825	2/20/85
779	Upbeat Background Mix	SR62-397	2/20/85
780	Moderate Background Instrumental	SR61-824	2/20/85

3. Material Software:

(a) Licensed

(i) Protools (audio editing system);

(ii) Taxware;

(iii) X Track (audio recording and editing);

(iv) DSI system (primary operating system for 90% of the company including all accounting functions and IA/OA interfacing);

(v) RCS Software (used for scheduling the DBS programs);

(vi) Compel Control (system for Wegner digital satellite receivers);

(vii) BRIO Intelligence (querty writers for ADHOC/Business data analysis);

(viii) UltiPro for Windows – HRMS/Payroll software program;

(ix) Microsoft Office Products;

(x) Salesforce.com (sales force automation tool)

(b) Owned

(i) Satellite Addressable Control System (SACS) for Muzak analog satellite receivers; and

(ii) Interface Overlays to Command Software for downloading to Westport Manufactured Encompass CM's.

4. Further Licenses

(a) Background/Foreground Music Service License Agreement, dated July 7, 1995, between A.S.C.A.P. and Muzak Limited Partnership (n/k/a Muzak LLC).

(b) BMI License Agreement (Audio), dated August 5, 1988, between Broadcast Music, Inc. and Muzak Limited Partnership (n/k/a Muzak LLC).

(c) SESAC, Inc. Background Music Service Performance License Agreement (Audio), dated June 1, 1998, between SESAC and Muzak LLC expired on February 28, 2002 (currently under negotiation).

(d) The Harry Fox Agency License Agreement (Audio) and Amendment, dated January 1, 2002, between Muzak LLC and the Harry Fox Agency. This license expired on December 31, 2002 and is currently under negotiation.

(e) American Federation of Musicians License Agreement, dated February 1, 2002, between the American Federation of Musicians and Muzak LLC.

(f) SOCAN License Agreement (Audio), dated November 21, 1996, between SOCAN and Muzak LLC.

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(g) AVLA License Agreement, dated January 1, 2002, between AVLA Audio-Video Licensing Agency, Inc. and Muzak LLC.

(h) Muzak LLC has license agreements with Sony Music, Warner Special Products, Inc., Universal Music Group, Capitol Records, Inc. (currently under negotiation with parent company; EMI), and BMG Music, Inc. under which Muzak LLC is licensed to use recordings in the ordinary course of business.

Muzak LLC

Trademark Report by Country — Printed: 5/5/2004 — Page 1

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ARGENTINA							
T024445-11	MUZAK	1/30/1992	1831594	10/29/1993	1478867	REGISTERED	38
38 - All services in Class 38.							
T024445-12	MUZAK	5/10/1988	1.439.206	2/4/1999	1.718.915	REGISTERED	09
09 - All goods in Int. Cl. 9, excepting apparatus and instruments for teaching, automatic vending apparaatus activated by coins or tokens, cash registers, calculating machines and checking machines, data computers, recorded computer prorams, machines for controlling the attendance of staff by means of punched cards, luminous signs and posters, fire-extinguishing apparatus, valves which function automatically, electrodes in the form of fusible bars for electric soldering, diving apparatus, diving suits, petrol pumps for service stations, x-ray apparatus and installations, electric kettles, electric door-openers, luminous or mechanical traffic signals (including railway signals), luminous or mechanical road signals, electric irons, electric foot warners, cleaning, waxing and polishing electro-mechanical apparatus for household use, electrically heated suits, clothing made of asbestos for protection against fire, protective helmets and other clothing for protection against fire and accidents, ticket dispensers, electrically heated hair curlers, electric lighters for cigarettes, electro-automatic safety apparatus, devices and installations for guarding against burglars and fire (except against theft of vehicles), electric or electronic							
AUSTRALIA							
T024445-009	MUZAK			7/18/1961	A167873	REGISTERED	16
16 - Albums, catalogues, charts, labels, leaflets, booklets, programs, posters, pamphlets and brochures.							
T024445-007	MUZAK			8/2/1979	A336089	REGISTERED	41
41 - Entertainment services, including music services transmitted from cental locations being services included in Class No. 41.							
T024445-008	MUZAK			3/26/1945	A83379	REGISTERED	09
09 - Philosophical instruments; scientific instruments, and apparatus for useful purposes; instruments and apparatus for teaching, inclusive of electromechanical sound recording and reproducing equipment, parts and accessories for such recording and reproducing equipment, sound records for phonograph use, and sound transcriptions for radio, wired radio, or wire broadcasting use.							
AUSTRIA							
T024445-006	MUZAK	9/28/1965	AM 2198/65	12/1/1965	56.216	REGISTERED	9,15,16 20
9 - Physical, chemical, optical and electrotechnical apparatus, surveying, nautical, weighing, signaling, measuring and checking apparatus, photographic, cinematographic and radio apparatus, loudspeakers, talking machines, calculating machines, printing and counting machines. 15 - Musical instruments, their parts and strings. 16 - Photographic and printed matter, playing cards, sings, printer's type, printing blocks, art objects. 20 - (unknown - resulting from change to international classification system)							
T024445-005	TONES	2/17/1981	AM 364/84	5/11/1981	96,844	ABANDONED	09,41
09 - Scientific, nautical, surveying, electric (also such for wireless telegraphy and telephoning), electronic, photographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or chip operated automatic machines; talking machines; cash registers; calculating machines; fire-extinguishing apparaatus; parts and accessories for all aforesaid 41 - Entertainment, especially musical performances.							
BENELUX							
T024445-037	MUZAK (stylized)	12/17/1971	564620	12/17/1971	088407	REGISTERED	09,15,16
09 - Machines and apparatus, their parts and accessories, for recording, reproduction, transmission, communication and reception of sound and sound effects, including phonography, radio, wired radio, television, telephony, telegraphy, cinematography and transmission and diffusion systems; all sound and sound effects recordings, including disks, tapes, tape, wire, muffs and cylinders; mechanical, electric and electronic parts, parts of transistors, equipment and devices used in photography, radio, wired radio, television, telephony, telegraphy, cinematography and transmission and diffusion systems. 15 - Musical instruments, their parts and accessories. 16 - Publications, magazines, periodicals, books, comic strips, drawings, illustrations and typical characters for publication in newpapers and other publications.							
T024445-038	TONES	2/17/1981	045114	2/17/1981	371520	ABANDONED	09,16
09 - Scientific, nautical, surveying and electrical apparatus and instruments insofar as not included in other classes (including wireless) photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and traching apparatus and insturments; coin or counter-freed apparatus; talking machines; cash registers; calculating machiens; fire-extinguishing apparatus. 16 - Paper, cardboard, paper or cardboard articles, not included in other classes; printed matter, newspapers and periodicals, books; bookbinding material, photographs; stationery, adhesive materials (stationery); artists' materials; paint brushes; typewriters and office requisite (other than furniture); instructional or teaching material (other than apparatus); playing cards; printers' type and cliches (stereotype).							
BERMUDA							

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BERMUDA continued . . .							
T024445-39	FOREGROUND MUSIC ONE			1/18/1994	25770	REGISTERED	41
41 - Production and distribution of programmed music to subscribers; all included in Class 41.							
T024445-40	MUZAK			6/6/1947	2372	REGISTERED	06
06 - Recording and reproducing equipment sound records for phonograph use and sound transcription for radio, wired radio or wire broadcasting use.							
T024445-041	TONES			1/18/1994	25769	ABANDONED	41
41 - Production and distribution of programmed music to subscribers; leasing of audio and communications equipment for use in receiving and distributing of programmed music and audio messages; all included in Class 41.							
T024445-042	TONES			1/8/1993	B21954	ABANDONED	09
09 - Prerecorded audio tapes, prerecorded optical disks; all included in Class 9.							
BOLIVIA							
T024445-043	MUZAK			12/16/1977	A38433	REGISTERED	09
09 - Musical instruments, recordings and accessories.							
T024445-024	MUZAK			12/16/1977	A38432	REGISTERED	09
09 - Macines and apparatus, their parts and accessories, for recoding, reproduction, transmission, communication and reception of sound.							
BRAZIL							
T024445-23	MUZAK	6/29/1999	821749722			PENDING	38
38 - Broadcasting programmed music via satellite.							
CANADA							
T024445-22	MUZAK	10/28/1943	183216	10/28/1943	UCA18601	REGISTERED	09,41
09 - Electromechanical sound recording and reproducing equipment, parts and accessories for such sound recording and reproducing equipment, sound records for phonograph use, and sound transcriptions for radio, wired radio, or wire broadcasting use. 41 - Planned music service for transmitting from central locations specially programmed background music to stores, restaurants, homes, hotels, banks, railroads, airlines, boats, transportation terminals, factories and other industrial establishments.							
T024445-021	STIMULUS PROGRESSION	7/8/1983	506524	3/23/1984	TMA289182	ABANDONED	41
41 - Planned music service for transmitting from central locations especially programmed background music to stores, restaurants, homes, hotels, banks, railroad, airlines, boats, transportation terminals, factories, and other industrial establishments.							
T024445-020	TONES	4/3/1986	560102	11/17/1989	TMA363665	ABANDONED	09,41
09 - Musical cassette players and cartridges; apparatus for recording and/or producing and/or reproducing sound, namely tape and disc recorders and playboack machines, amplifiers, preamplifiers, tuners, radio receivers, loud speaker systems and parts of such apparatus. 41 - Entertainment services, namely leasing to subscribers programmed music and the equipment required to transmit such music;music services, namely music transmitted from central locations; installation and repair of music systems.							
T024445-19	YESCO	10/27/1987	594189	12/2/1988	TMA348744	ABANDONED	09,41
09 - Pre-recorded audio tapes, cartridges, cassettes; adusio tape recording and playback machines, microphones; speakers, headphones. 41 - Entertainment services by means of providing environmental and/or planned music.							
COSTA RICA							
T024445-018	MUZAK (Commercial Name)			9/5/1975	49877	ABANDONED	
CZECH REPUBLIC							
T024445-017	MUZAK	7/28/1998	134757	8/24/2000	225844	REGISTERED	09,36,37 38,41

09 - Audio and video communicatons equipment for use in entertainment services relating to music, messages, data and news.
36 - Leasing of audio and video communications equipment.
37 - Installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
38 - Transmitting and broadcasting of music, messages, data and news transmitted from central locations to stores, restaurants, hotels and other industrial and retail establishments and homes via computers, radio, cable, telephone lines and satellites via global computer communications network.
41 - Entertainment services relating to music, messages, data and other industrial and retail establishments and homes via computers, radio, cable, telephone lines and satellites and providing a database featuring programmed music and information about the music industry via global computer communications network.

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DENMARK							
T024445-016	MUZAK	1/16/1964	VA00.1451964	12/9/1966	VR03.2681966	REGISTERED	15,16,38 41

15 - All goods.
16 - (The registration does not comprise paper.)
38 - All services.
41 - All services.

T024445-015	TONES	2/16/1981	VA00.7161981	12/11/1981	VR04.0081981	ABANDONED	09,41

09 - All goods.
41 - All services, including entertainment services by means of providing music services.

DOMINICAN REPUBLIC							
T024445-036	MUZAK			7/15/1983	35645	ABANDONED	20

20 - Records of sound, light or electric signals; instruments and apparatus parts thereof for the production of and reproduction from such

EUROPEAN UNION							
T024445-035	MUZAK	8/20/1998	911073	4/2/2001	911073	REGISTERED	09,37,41

09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
37 - Installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages, data and news.a
41 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via compuiters, radio, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communications network; leasing of audio and video communications equipments for use in entertainment services relating to music, messages, data and news.

T024445-167(a)	MUZAK (Euromusique Opposition No. B 230559)	8/20/1998	911073			PENDING	09,37,41

09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
37 - Installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
41 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via computers, radio, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communications network; leasing of audio and video communications equipment for use in entertainment services relating to music, messages, data and news.

T0244445-167(a)	MUZAK (Opposition No. B 231029 - IPC Magazines Limited)	8/20/1998	911073			PENDING	09,37,41

09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
37 - Installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
41 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via computers, radio, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communications network; leasing of audio and video communications equipment for use in entertainment services relating to music, messages, data and news.

T024445-034	MUZAK and M Design	6/17/1999	1210137	4/17/2001	1210137	REGISTERED	09,39

09 - All goods in Class 9
39 - All services in Class 39.

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
EUROPEAN UNION continued . . .							
T024445-171	MUZZIK (Euromusique MCM) (CTM Opposition No. B 258196)	8/18/1998	00915108			PENDING	09,16,25 38,41

09 - Apparatus and instruments for conducting, distribution, conversion, storage, regulation or control of electric current, in particular in radios, televisions, tape recorders, videorecorders and equipment designed for telecommunications; scientific, photographic, cinematographic, weighing, measuring, signaling, checking (supervision) and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; calculating machines, data processing equipment and computers; radios, televisions, videorecorders; audio and video cassettes; CD-ROMS; films, exposed; compact discs; video games; slot machines, automatic; hi-fi systems; compact disc readers; personal stereos; tape recorders; dictaphones; radio cassette players, radio-alarm clocks; portable video cameras; audio and tapes (unrecorded); electronic dictionaries; optical discs; encoded cards, magnetic; electronic cards; amplifiers; magnetic disks; all audio and video recording media; sound recording films; animated cartoons; video discs; videophones; all types of readers of magnetic and optical discs and magnetic tapes.

16 - Printed matter; books, magazines, newspapers; photographs; stationery; office requisites, except furniture; writing materials; paper, cardboard, namely tickets; flags of paper, signboards of paper or cardboard; shields (paper seals); signboards of paper or cardboard; labels, not of textile; pennants (of paper); posters; postcards, graphic prints; figurines of paper mache; engravings; pictures; portraits; figurines (statuettes) of paper mache; paintings (pictures) frames or unframed; teaching materials in the form of games; artists' materials.

25 - Clothing, footwear, headgear.

38 - Telecommunications; news and information agencies; broadcasting of radio and television progams; radio and television broadcasting; electronic mails; communications by computer terminals; transmission, storage, processing and dissemination of data and information by electronic means, by computer, cable, radio, electronic mail, television, laser beam or by satellite; data transmission information services.

41 - Education; providing of training; entertainment; sporting and cultural activities; publication of books and magazines; lending libraries; production of shows and films; theatrical agencies; rental of motion pictures, sound records, cinema film projectors and theatre set accessories; organization of competitions relating to education or entertainment; arranging and conducting of colloquiums, conferences and congresses; organization of exhibitions for cultural or education purposes; radio or television entertainment, production of radio and television programs; rental of radio and television sets, videorecorders, audio and video cassettes.

T024445-169	MUZZIK (Euromusique-MCM's CTM Mark) Opposition No. B	12/26/1996	431,270			PENDING	09,16,25 28,38

09 - Photographic, cinematograph and optical apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs, CD-ROMs, magnetic tapes, compact discs, audio and video cassettes; television apparatus, video recorders; video tapes, games adapted for use with television receivers; teaching apparatus and instruments.

16 - Printed matter; books, magazines, newspapers; photographs; stationery; office requisites; writing materials; paper, cardboard, namely tickets; flags of paper, signboards of paper or cardboard; shields (paper seals); boards of paper or cardboard; labels, not of textile; flags (of paper); posters; postcards; graphic prints; figurines of paper mache; engravings; pictures; portraits; statuettes of paper mache; paintings (pictures) framed or unframed; teaching materials in the form of games; artists' materials.

25 - Clothing, footwear, headgear.

28 - Games and playthings; gymnastic and sporting articles (other than clothing, shoes and mats).

38 - Telecommunications; news and information agencies; communications by computer terminals, television broadcasting; radio and television broadcasting; transmission, storage and dissemination of information and data contained in a database by electronic or data processing means, by cable, by radio, by electronic mail, by television, by laser beam or by satellite; data transmission services.

FEDERATION OF RUSSIA

T024445-094	MUZAK	7/27/1998	98712730	4/11/2000	187264	REGISTERED	09,38,41 37,42

09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news.

38 - Leasing, installation and maintenance of audio and video communications equipments for use in entertainment services relating to music, messages, data and news.

41 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via computers, radio, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communications network.

37 -

42 -

FINLAND

T024445-033	MUZAK			2/28/1962	37962	REGISTERED	09

09 - Radio and wired radio tuners, radio and wired radio receiving sets and convertors for changing radio receiving sets to wired radio receiving sets and vice versa, electro-mechanical sound recording and reproducing equipment parts and accessories for such sound recording and reproducing equipment, sound records for phonographic use, and sound transcriptions for radios, wired radio, or wire-

FRANCE

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
FRANCE continued . . .							
T024445-031	MUZAK	11/28/1991	321837	11/28/1991	R1708373	REGISTERED	35,37,38 41

35 - Direct mail advertising; publicity material rental; commercial or industrial management assistance; business consulting, information or inquiries; customized undertaking of statistics, data processing stenographhy; accounting; document reproduction; employment agencies; office typewriter and equipment rental.
37 - Stove setting, painting, plastering, plumbing, roof covering; public works; rural works; rental of tools and construction equipment, bulldozers, tree extractors; maintenance or cleaning of building, premises floor (resurfacing and repointing of facades, disinfecting, rat exterminating); maintenance or cleaning of various objects (launderings); repair and transformation of clothes, retreading of tires; vulcanization; shoe repair; repair of furniture, instruments, tools.
38 - Radio broadcasting, communications by telegrams or by telephone; teleprinting; message sending, transmission of telegrams.
41 - Teaching institutions; publication of books, magazines; newspaper subscriptions; lending libraries; animal dressing; entertainment; productions of shows; radio or television entertainment; film production; agencies for entertainers; rental of movies, photographic recordings, movie projectors and accessories, and stage sceneries; newspaper delivery; organization of competitions (education or

T024445-25	MUZAK (stylized)	6/3/1983	666610	6/3/1983	N1239431	ABANDONED	09,16

09 - Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), live-saving and teaching apparatus and instruments; coin or counter-freed apparatus; talking machines; cash registers; calculating machines; fire-extinguishing apparatus.
16 - Paper and paper articles, cardborad and cardboard articles; printed matter, newspapers and periodicals, books; bookbinding material; photographs; stationery, adhesive materials (stationery); artists' materials; paint brushes; typewriters and office requisites (other than furniture); instructional and teaching material (other than apparatus); playing cards; (printers') type and cliches (stereotype).

T024445-030	TONES	2/16/1981	267850	2/16/1981	R1674277	ABANDONED	09,41

09 - Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), live-saving and teaching apparatus and instruments; coin or counter-freed apparatus; talking machines; cash registers; calculating machines; fire-extinguishing apparatus.
41 - Entertainment services by means of providing music services.

GERMANY

T024445-28	MUZAK	9/23/1983	G30810/16	12/9/1985	1085364	REGISTERED	09,16,37 38,41

09 - Apparatus for recording, transmission or reproduction of sounds or images; record-players, playback apparatus, amplifiers, head amplifiers, tuners, broadcast receivers, ludspeakers and loudspeaker systems composed thereof as well as parts of the aforesaid goods; magnetic supports, namely recorded tapes and cassettes; records.
16 - Printed matter, namely not books, note sheets, magazines, journals and books.
37 - Construction and repair, namely repair and maintenance of electronic music systems.
38 - Transmitting music programs via cable, satellite and broadcasting as background music and for the musical entertainment in department stores, supermarkets, typing pools and the like, restaurants, hotels and so on.
41 - Entertainment by means of musical performances and production of music on sound recordings.

T024445-29	MUZAK	7/24/1979	T19654/37	3/2/1983	1045453	REGISTERED	37,41

37 - Installation, maintenance and repair services of respectively on electronic music systems.
41 - Entertainment of popular and classical music as well as background music from central locations via cable and satellties.

T024445-027	MUZAK TONES	4/20/1982	T21712/41	7/26/1984	1066338	ABANDONED	09,37,38 41

09 - Apparatus for recording, transmission or reproduction of sounds or images; record-players, playback apparatus, amplifiers, head amplifiers, tuners, broadcast receivers, ludspeakers and loudspeaker systems composed thereof as well as parts of the aforesaid goods; magnetic supports, namely recorded tapes and cassettes; records.
37 - Construction and repair, namely repair and maintenance of electronic music systems.
38 - Transmitting music programs via cable, satellite and broadcasting as background music and for the musical entertainment in department stores, supermarkets, typing pools and the like, restaurants, hotels and so on.
41 - Entertainment by means of musical performances and production of music on sound recordings.

GREECE

T024445-026	MUZAK	10/2/1965	34205	8/17/1966	34205	REGISTERED	09,15,16

09 - All goods in Class 9.
15 - All goods in Class 15.
16 - All goods in Class 16.

HONDURAS

T024445-062	MUZAK				15062	ABANDONED	09

09 - (Unknown)

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
HONG KONG							
T024445-063	MUZAK			11/25/1958	1931959	REGISTERED	09
09 -							
HUNGARY							
T024445-64	MUZAK	3/9/1998	M9800838	1/13/1999	155237	REGISTERED	09,37,41

09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), live-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operatedd apparatus; cash registers; calculating machines; data processing equipment and computers; fire-extinguishing apparatus; audio and video communications equipment for recording, reproducing, transmitting, receiving and distributing broadcasts of specially programmed background music, data and news via radio, cable, telephone lines and satellites.

37 - Construction and repair; equipping services, leasing, installation and maintenance of audio and video communications equipment for transmission and receiving broadcasts of specially programmed background music, data and news via radio, cable, telephone lines and

41 - Education and entertainment; sport and cultural services; planned music services for transmitting specially programmed background music data and news from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via radio, cable, telephone lines and satellites and providing a database featuring programmed music and information about the music industry via a global computer communications network.

INDIA							
T0244445-aa	MUZAK				231974	ABANDONED	
T024445-bb	MUZAK				231975	ABANDONED	
INDONESIA							
T024445-065	MUZAK	6/4/1991	H4HC0101-6649	6/4/1991	323364	ABANDONED	09

09 - Audio communications equipment for receiving and distributing radio broadcasts of programmed music.

IRELAND							
T024445-067	MUZAK			10/22/1957	59972	REGISTERED	16

16 - Albums, catalogues, charts, labels, leaflets, booklets, programmes, posters, pamphlets, and brochures.

T024445-066	MUZAK			10/22/1957	59971	REGISTERED	09

09 - Records of sound, light or electric signals; and instruments, apparatus, systems and parts thereof included in Class 9 for the production of, and the reproduction from such records.

T024445-168	MUZZIK & Device (Euromusique) Opposition By Muzak Limited Partnership	7/1/1996	201,649			PENDING	41

41 - Publication of books and magazines; leanding library services; radio and television entertainment services; production of films and of shows; television broadcasts; agency services for performing artists; rental of films, phonographic records, radio and television sets and video tape recorders; organizations of education and entertainment contests; rental of audio and video cassettes; videotape film production; education and entertainment services rendered through clubs and societies; production of radio and television programs.

ISRAEL							
T024445-069	MUZAK	10/30/1974	39940	10/10/1976	39940	REGISTERED	41

41 - Music service for transmission from central locations.

T024445-068	MUZAK	3/14/1962	20603	7/19/1965	20603	REGISTERED	09

09 - Records of sound, light or electric signals; and instruments and apparatus and parts thereof included in Class 9 for the production of and reproduction from such records.

T024445-060	MUZAK	3/14/1962	20604	7/19/1965	20604	REGISTERED	16

16 - Albums, catalogues, charts, labels, leaflets, booklets, programmes, posters, pamphlets and brochures.

T024445-061	MUZAK	10/30/1974	39939	10/10/1976	39939	REGISTERED	37

37 - Installation and maintenance of music systems.

T024445-170	MUZZIK (Euromusique MCM) (Opposition)	12/31/1996	109,493			PENDING	09

09 - Photographic, cinematographic, optical apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, video tapes, recording discs, CD-ROM, magnetic tapes, CDs, audio and video cassettes; television apparatus, video tape recorders, games adapted for use with television receivers, teaching apparatus and instruments; all included in Class

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ISRAEL continued . . .							
T024445-170a	MUZZIK (Euromusique) Opposition	12/31/1996	109,497			PENDING	38

38 - Telecommunications; news agencies; communications by computer terminals; television broadcasting; radio broadcasting; cable television broadcasting; videotext services; transmission, storage and display of information and data from a computer-stored data bank by electronic, computer, cable, radio, electronic mail, television, laser beam or satellite means; all included in Class 38.

ITALY

T024445-059	MUZAK	10/18/1995	RM95C004783	7/25/1997	720372	REGISTERED	09,15,16

09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.

15 - Musical instruments.

16 - Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks.

T024445-058	TONES	4/7/1981	3357581	8/5/1986	439640	ABANDONED	09,41

09 - All goods in Class 9.

41 - Entertainment services by means of providing music services.

JAPAN

T024445-203	I-MUZAK	11/27/2003	2003-105389			PENDING	09,41

09 -

41 -

T024445-172	MUSAC	12/28/1992	04-330747	3/9/2001	4458464	REGISTERED	09

09 - Electronic machines/instruments & their parts/fittings

T024445-57	MUZAK	2/25/1961	1194/1962	6/28/1962	591333	REGISTERED	07,09

07 - Starter (for motors/engines), alternative or direct current motors (other than for land vehicles), alternative current generators, direct current generators, dishwashers for household use, electric wax-polishing machines for household use, electric washing machines for household use, electric blenders, vacuum cleaners for household use, electrically operated brushes.

09 - Electrical distribution or control machines/instruments, rotary converters, phase modifiers, batteries, electric or magnetic measuring machines/instruments, electric wires/cables, electric flat irons, electrically heated haircurlers, electric buzzers, magnetic cores, resistance wires, electrodes, electrical communication apparatus/instruments, electronic machines; instruments & their parts/fittings.

T024445-53	MUZAK and Design	9/30/1992	4282460	11/7/1997	3357528	REGISTERED	41

41 - Leasing of pre-recorded magnetic tapes and production of broadcast music programs.

T024445-52	MUZAK and Design	9/30/1992	4282459	5/9/1997	3302785	REGISTERED	38

38 - Transmission of music service via telephone line; leasing of audio communication equipment.

T024445-56	MUZAK and Design	9/30/1992	04282458	10/31/1995	3089995	REGISTERED	37

37 - Installation of music and audio communication systems; maintenance of music receiving systems.

T024445-50	SKY MUZAK	7/26/1995	776445	12/24/1999	4347752	REGISTERED	38

38 - Cellular telephone communication, telex communication, communication by computer terminals, communication by telegram, communication by telephone, facsimile communication, radio and telephone pagin service, satellite television broadcasting, television broadcasting, cable television broadcasting, radio broadcasting, news services for communication media, rental and leasing of

T024445-51	SKY MUZAK	7/26/1995	776446	2/10/2000	4361077	REGISTERED	41

41 - Production and arrangement of music for others, providing music using communication lines, leasing audio frequency apparatus, video frequency apparatus.

T024445-49	SKY MUZAK	7/26/1995	11082844	12/24/1999	4347948	REGISTERED	42

42 - Providing information concerning newspaper articles and weather information using communication lines.

T024445-48	TONES	2/25/1981	141131981	12/26/1990	2289518	ABANDONED	11

11 - Sound recording, producing, reproducing apparatus and media, and all other goods belonging to this class.

LEBANON

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
LEBANON continued . . .							
T024445-044	MUZAK	4/19/1996	24222	6/27/1996	68677	REGISTERED	09,15,16

09 - Machines and aparatus for recording, reproducing, transmitting and receiving sounds, parts and accessories therefore, including phonographs, radios, televisions, telephones, telegraph, cinematographi and public addressing systems and apparatus; all kinds of sound recordings including discs, tapes, wires, coils, cylinders; equipment and systems for phonograph, radio, television, telephone, telegraph, cinematograph and public addressing appartus.
15 - Musical instruments and parts and accessories therefor.
16 - Magazines, periodicals, books, publications, comical pictures, elucidative pictures and characters for publication in newspapers and other printed matter.

MALAYSIA

T024445-55	MUZAK			12/12/1958	M30873	REGISTERED	09

09 - Records of sound, light or electric signals; and instruments and apparatus and parts thereof for the production of and reporduction from such records included in Class 9.

MEXICO

T024445-54	EXPRESSIONS	6/14/1994	202087	7/29/1994	468199	REGISTERED	41

41 - Production and distribution of programmed music to subscribers.

T024445-70	FM ONE	7/30/1991	77522	9/17/1992	422061	REGISTERED	41

41 - Entertainment services, namely, production and distribution of programmed music and audio messages and in general education and entertainment services.

T024445-71	FM ONE	7/30/1991	119107	10/16/1992	423756	REGISTERED	38

38 - Services of broadcasting music for use in business and services of renting communications equipment for receiving and distributing radio transmission and audio messages and in general communication services.

T024445-72	FOREGROUND MUSIC ONE	7/30/1991	119108	7/4/1995	496639	REGISTERED	41

41 - Entertainment services, namely, production and distribution of programmed music by radio to subscribers; leasing of audio communications equipment for use in receiving and distributing of programmed music and audio messages and education and entertainment

T024445-73	FOREGROUND MUSIC ONE	7/30/1991	119100	3/16/1994	454389	REGISTERED	38

38 - Services of broadcasting music for use in business and services of renting communications equipment for receiving and distributing radio transmission and audio messages and in general communication services.

T024445-74	MUZAK	7/7/1981	187125	8/18/1981	265106	REGISTERED	35,37,42

35 - Only decoration of display windows.
37 - Construction.
42 - Only indoor decoration and drilling water or oil wells.

T024445-78	MUZAK	11/24/1943	23066	3/2/1944	46663	REGISTERED	09

09 - Electromechanical apparatus for recording and playback of sound, parts and accessories therefor, playback of sound through wire radio or their use in wire broadcasting.

T024445-76	MUZAK	7/7/1981	187126	8/18/1981	265107	REGISTERED	37

37 - Services rendering for the preparation and maintenance of all sorts of machinery and equipment.

T024445-77	MUZAK	7/7/1943	187127	8/18/1981	265108	REGISTERED	41

41 - Entertainment services.

T024445-75	MUZAK	7/7/1981	187124	10/9/1981	267259	REGISTERED	35,38

35 - Only advertising services by all means to promote products or services and publicity agencies.
38 - Only communication services either by message or by any orther means.

T024445-080	TONES	7/24/1991	118684	8/28/1992	420879	ABANDONED	41

41 - Entertainment services, namely production and distribution of programmed music or media to subscribers; leasing of audio equipment for use in reproducing and distributing of programmed music and audio messages.

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MEXICO continued . . .							
T024445-079	TONES	9/29/1989	72713	3/1/1990	373324	ABANDONED	7,8,9 11,12,16 17,21

7 - Only blenders, elevators, spark plugs for gasoline engines, planers, cutters, dynamos, magnetic clutches, cargon brushes, electric generators, tools, air injectors, sewing machines and their parts, mixers, coffee grinders, engines (excepting for land vehicles), meat knives; clothes drywers, sawing machines, saw, mine drills, lathe carrier, triturators, electrohydraulic press, and steam machines.
8 - Only electric razors and hair clippers.
9 - Only electrical apparatus and parts thereof, electromechanical and electrothermical apparatus not comprised in other classes, as well as magnetic tapes and tapes to record and reproduce sound.
11 - Air conditioning apparatus; electric lighting feeders, electric roasters, electric light bulbs, electric distributor car, electric coffee machines, electric lamps and electric dryers.
12 - Only alarms, horns for vehicles, direction signals for vehicles and electric brakes.
16 - Only electric typewriters, electric copying apparatus for offices, electric pencil sharpeners, xerography apparatus.
17 - Only insulating tapes, insulating materils for electrical purposes.
21 - Only headlights.

MONACO

T024445-081	MUZAK	12/1/1995	016712	12/1/1995	9616647	REGISTERED	09,15,16

09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.
15 - Musical instruments.
16 - Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks.

NEW ZEALAND

T024445-136	MUZAK			5/9/1966	81054	REGISTERED	16

16 - Albums, catalogues, charts, labels, leaflets, booklets, programmes, posters, pamphlets, and brochures.

T024445-137	MUZAK			3/8/1948	46159	REGISTERED	09

09 -

NORWAY

T024445-082	MUZAK			3/24/1966	68543	REGISTERED	09,15,16

09 - All goods in Class 9.
15 - All goods in Class 15.
16 - All goods in Class 16.

PERU

T024445-83	MUZAK			12/28/1984	00081	REGISTERED	41

41 - Entertainment services, including services of telemusic transmitted from a cental source.

T024445-84	MUZAK			7/7/1984	23604	REGISTERED	09

09 - Electronic equipment for recording and reproducing sound, parts and accessories for recording and reproduction equipment, sound recording on disks and records for use on phonographs, and transcriptions of sound for radio, loudspeakers and use of transmission stations and similar articles.

POLAND

T024445-085	MUZAK	7/23/1998	Z189803	7/23/1998	134315	REGISTERED	09,37,42

09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news.
37 - Leasing, installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages data and news.
42 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via computers, rado, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communications network.

PORTUGAL

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PORTUGAL continued . . .							
T024445-086	MUZAK	9/29/1964	126450	7/8/1965	126450	REGISTERED	09
09 - Electromechanical equipment for recording and reproduction of sound, fittings and parts thereof, sound records for use in phonographs and sound transcriptions for use in radio, wire radios or wire broadcasting.							
T024445-087	MUZAK	9/29/1964	126451	7/8/1965	126451	REGISTERED	09
09 - Radio and wire radio tuners, wire radio converters and receiving sets for transforming radio receiving sets into wire radio receiving sets and vice-versa.							
T024445-089	TONES	3/2/1981	210477	2/10/1995	210477	ABANDONED	41
41 - Entertainment services by means of providing music services.							
T024445-088	TONES	3/2/1981	210476	1/10/1995	210476	ABANDONED	09
09 - Electric apparatus and instruments, namely sound recording, sound producing and sound reproducing apparatus and respective fittings.							
PUERTO RICO							
T024445-90	MUZAK	1/9/1996	26475	1/9/1996	26475	REGISTERED	36
36 - Musical instruments and supplies.							
T024445-92	MUZAK	4/25/1983	6847	8/1/1983	6847	REGISTERED	37
37 - Installation and maintenance of background music systems.							
T024445-93	MUZAK			12/21/1974	6063	REGISTERED	107
107 - Planned music service for transmitting from central locations specially programmed background music to stores, restaurants, homes, hotels, banks, railroads, airlines, boats, transportation terminals, factories and industrial establishments							
T024445-91	MUZAK	12/12/1983	25666	12/13/1984	25666	REGISTERED	09
09 - Electrical apparatus, machines and supplies, all goods in the class.							
SINGAPORE							
T024445-095	MUZAK			3/16/1948	9874	REGISTERED	09
09 - Telegraph, telephone, television and sound recording and reproducing apparatus, gramophones, electric control and measuring apparatus and parts of all such goods included in Class 9.							
SLOVAK REPUBLIC							
T024445-096	MUZAK	10/23/1998	264898	11/16/2000	193060	REGISTERED	09,37,41
09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news. 37 - Leasing, installation and maintenance of audio and video communications equipments for use in entertainment services relating to music, messages, data and news. 41 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels, and other industrial and retail establishments and homes via computers, radio, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communications network.							
SOUTH AFRICA							
T024445-097	MUZAK			1/13/1978	765453	REGISTERED	38
38 - All services inlcuded in Class 38 in the radio, broadcasting, television, public address, sound transmission, telecommunications and associated fields.							
T024445-099	MUZAK			11/5/1962	6237482	REGISTERED	15
15 - Musical instruments parts thereof and accessories therefor.							
T024445-098	MUZAK			11/5/1962	6237483	REGISTERED	16
16 - Musical programs and arrangements, including background music and arrangements; all kinds of entertainment programs in greneral; magazines, periodicals, books, literature of all types.							
T024445-101	MUZAK			1/13/1978	765454	REGISTERED	41
41 - All services included in Class 41 in the radio, television, broadcasting, cinematographic, musical, literary, theatrical, telecommunication, phonographic and related fields.							
T024445-100	MUZAK			11/5/1962	6237481	REGISTERED	09
09 - All kinds of machines and apparataus, parts thereof and accessories therefor, for the recording, reproduction, transmission, amplification and reception of sound and sound effects, inlcuding phonography, radio, wired radio, and public address systems; all kinds of records for sound and sound effects, including discs, tapes, wires, spools and cylinders.							

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SOUTH KOREA							
T024445-45	MUZAK	6/1/1998	4377/1998	10/11/1999	57011	REGISTERED	41
41 - Entertainmnet services, namely, designing and producing music, providing music, messages, data, veideo and news via computer, via radio, via cable, via telephone lines, via satellite; and providing music-related database via a global computer communications network.							
T024445-46	MUZAK		23591994	5/18/1994	100908	REGISTERED	39
39 - Cable carrier apparatus, power cable carrier apparatus, sound frequency transmission apparatus, carrier relay apparatus, radio broadcasting transmitter, radio receiver, television broadcasting transmitter, fixed stations simplex communication apparatus, fixed stations multiplex communication apparatus, portable communication apparatus, directional detector, sound recording apparatus, electric phonograph, record player, tape recorder, loud speaker equipment, coil, transformer, dial, computer, antenna, distribution panel, indicator lamps, security device, microphone, pick up, sound recording tape, video tape and recording disc.							
T024445-47	MUZAK	4/19/1999	50431999	11/18/1999	57697	REGISTERED	37
37 - Installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages, data, video and news.							
SPAIN							
T024445-104	MUZAK	4/22/1965	453393	4/26/1985	453393	REGISTERED	09
09 - Telephone, telegraph, radio, television, radar, sonar, sound recording and reproduction apparatus, instruments, dveices, and accessories; recorded and unrecorded disks, wires and tapes for the recording and reproduction of sound, exposed cinematographic film.							
T024445-103	MUZAK	8/10/1964	453392	7/23/1985	453392	REGISTERED	15,20
15 - Musical instruments and accessories; music boxes, music rolls; batons. 20 -							
T024445-102	MUZAK	5/9/1965	453391	7/29/1965	453391	REGISTERED	16,35,41
16 - Books, printed matter, brochures, publications, letterheads. 35 - Correspondence, documentation, and advertising related to the business of distribution and sale of telephone, telegraph, radio, television, radar, sonar sound recording and reproduction apparatus, instruments and devices as well as musical instruments. 41 -							
SWEDEN							
T024445-105	MUZAK			8/26/1976	117299	REGISTERED	09,16,38 41
09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; automatic vending machines and mechansims for coin-operated apparatus, cash registers, caluclating machines and fire-extinguishing apparatus. 16 - 38 - 41 - Education and entertainment services.							
T024445-106	TONES			10/1/1982	183348	ABANDONED	09,41
09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; automatic vending machines and mechansims for coin-operated apparatus, cash registers, caluclating machines and fire-extinguishing apparatus. 41 - Education and entertainment services.							
SWITZERLAND							
T024445-107	MUZAK	8/10/1979	4046/79	8/10/1979	305912	REGISTERED	09,15,16
09 - Machines, apparatus, parts and accessories for recording, playback, transmission, broadcasting and receiving sound and sound effects, including equipment for phonographic-, radio-, cable-radio-, television, telephone, telegraph-, movies- and loud speaker installations; sound and sound effect carriers of all kinds including records, tapes, wires, coils and cylinders; mechanical, electric, electronic and transistorized parts, equipment and apparatus for phonographic-, radio-, cable-radio-, television, telephone-, telegraph-, movie- and 15 - Musical instruments and parts and accessories. 16 - Periodicals, magazines, books.							
T024445-108	MUZAK TONES	2/27/1981	1032/79	4/29/1982	317033	ABANDONED	09
09 - Electrical apparatus and instruments, namely, sound recording, producing, reproducing apparatus and media.							
TAIWAN							
T024445-109	MUZAK			5/1/1984	12011	REGISTERED	01
01 - Providing planned music service for transmission from central locations to stores, homes, restaurants, hotels, etc.							

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
TAIWAN continued . . .							
T024445-111	MUZAK			8/16/1984	254627	REGISTERED	94
94 - Television sets, phonographs, radio receivers, recorders, addressable satellite transmission receivers and transmitters, tape recorder/players, radio transmitters, antennas, audio amplifiers, audio signal equalizers, microphones, audio speakers, audio speaker baffles, and compact disc players, stereos and stereo baffles.							
T024445-110	MUZAK			8/1/1984	253036	REGISTERED	102
102 - Phonograph records, recording tapes.							
THAILAND							
T024445-112	MUZAK			3/11/1959	KOR96258	REGISTERED	09
09 - Records of sound, light or electric signals; instruments and apparatus and parts thereof for the production of and reproduction from such records.							
UKRAINE							
T024445-113	MUZAK	7/31/1998	98073002/T		30064	REGISTERED	09,37,41
09 - Audio and video communications equipment for use in entertainment services relating to music, messages, data and news.							
37 - Leasing, installation and maintenance of audio and video communications equipment for use in entertainment services relating to music, messages, data, and news.							
41 - Entertainment services relating to music, messages, data and news delivered from central locations to stores, restaurants, hotels and other industrial and retail establishments and homes via computers, radio, cable, telephone lines, and satellites, and providing a database featuring programmed music and information about the music industry via a global computer communication network.							
UNITED KINGDOM							
T024445-114	MUZAK			2/10/1938	583424	REGISTERED	09
09 - Instruments and apparatus and parts thereof, for use in the wireless transmission and reception of signals and pictures.							
T024445-115	MUZAK			12/7/1944	633418	REGISTERED	09
09 - Records of sound, light or electric signals; and instruments and apparatus and parts thereof (not included in other Classes) for the production of and reproduction from such records.							
UNITED STATES							
T024445-116	ADCASTER	7/13/1986	73/671,821	10/11/1988	1,507,899	REGISTERED	09
09 - Audio advertising message unit comprised of automatic audio playback machine, pre-recorded audio tapes, microphones and speakers.							
T024445-117	ADPARTING	7/16/1990	74/079,537	8/13/1991	1,653,907	ABANDONED	38,41
38 - Satellite broadcasting services, namely, broadcasting music along with scheduled audio messages for business use.							
41 - Production of programmed music along with scheduled messages for business use.							
T024445-118	ADVERTISING ON HOLD	12/14/1998	75/605,283			ABANDONED	35
35 - Advertising agency services, namely promoting the goods and services of businesses by placing advertisements on the telephone for relay when clients are on hold.							
T024445-119	AUDIO ARCHITECTURE	4/16/1998	75/468,762			ABANDONED	41,38
41 - Production, namely, creating and designing, and distribution of programmed music, information and news from central locations to stores, hotels and other industrial and retail establishments and homes.							
38 - Broadcasting services, namely, transmitting programmed music, information and news from central locations to stores, restaurants, hotels and other industrial and retail establishments and homes via computers, satellites, cable and telephone lines.							
T024445-138	Button Design	12/3/1998	75/601,947			ABANDONED	35
35 - Production of customized messages and/or music heard by callers when placed on hold.							
T024445-120	COUNTRY CURRENTS	3/3/1993	74/365,867	11/2/1993	1,802,376	REGISTERED	41
41 - Production and distribution of programmed music to subscribers.							
T024445-121	DRIVE-THRU EXPRESS	10/3/1997	75/367,897	11/14/2000	2,403,095	REGISTERED	37
37 - Servicing of communication systems for automobile pickup windows, namely, maintenance and repair of such systems.							
T024445-163	ENVIRONMENTAL	1/12/2000	75/895,617			ABANDONED	41
41 - Production and distribution of programmed music to subscribers.							
T024445-122	ENVIRONMENTAL MUSIC BY MUZAK	8/17/1992	74/306,113	12/28/1993	1,814,119	REGISTERED	41
41 - Production and distribution of prgrammed music to subscribers.							

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
T024445-124	EXPRESSIONS	3/3/1993	74/364,720	7/12/1994	1,844,796	REGISTERED	41
41 - Production of programmed music and distribution of the same to subscribers by satellite.							
T024445-125	FM ONE	8/31/1990	74/093,927	12/3/1991	1,667,017	REGISTERED	41
41 - Production and distribution of programmed music to subscribers.							
T024445-126	FM-1	5/4/1989	73/797,679	10/9/1990	1,617,101	REGISTERED	41
41 - Planned music service transmitting specially programmed music to commercial and industrial establishments.							
T024445-127	FOREGROUND MUSIC ONE	3/19/1986	73/588,933	9/8/1987	1,456,883	REGISTERED	41
41 - Planned music service for transmitting specially programmed music to commercial and industrial establishments.							
T024445-128	HEALTH ON HOLD	10/25/1993	74/450,403	10/18/1994	1,858,826	ABANDONED	35
35 - Production of recorded advertising messages for use with telephone systems.							
T024445-129	HITLINE	8/28/1990	74/092,149	6/11/1991	1,647,726	REGISTERED	41
41 - Production and distribution of programmed music to subscribers.							
T024445-130	IN STORE ADCASTING	7/16/1990	74/079,260	9/3/1991	1,655,811	ABANDONED	41
41 - Producing audio recording and leasing audio equipment for playback of such recordings.							
T024445-131	INPHONET	6/13/1985	73/542,941	12/3/1985	1,374,250	TRANSFER	38
38 - Telecommunications services.							
T024445-132	JUKEBOX GOLD	3/3/1993	74/365,907	10/26/1993	1,801,181	REGISTERED	41
41 - Production and distribution of programmed music to subscribers.							
T024445-200	M and design	9/15/2003	78/300,297			PENDING	009,021,025
009 - compact disc cases; mouse pads; audio and video system equipment, namely tuners, receivers, amplifiers, tape players, compact disc players, mixers, monitors, microphones, and speakers; compact discs and tapes containing music 021 - cups; beverage glassware; coffee cups; drinking glasses; mugs 025 - clothing and headwear, namely, sport shirts, t-shirts, denim shirts, sweatshirts, pullovers, and caps 037 - installation and maintenance of background music systems, audio communication systems, and video display systems 038 - radio and satellite broadcasting of music, information and data for business use 041 - production of programmed music and video displays for subscribers; audio and video recording and production services for others							
T024445-134	MARKETING ON HOLD	7/16/1990	74/079,538	7/9/1991	1,650,387	REGISTERED	41
41 - Production of audio recordings and leasing of audio communication equipment for playback of pre-recorded audio recordings.							
T024445-135	MUSIC BY MUZAK and Design	6/8/1961	121,659	4/24/1962	730,576	ABANDONED	41
41 - Planned music service for transmitting specially programmed background music to stores, restaurants, homes, hotels, banks, railroads, airlines, boats, transportation terminals, factories and other industrial and commercial establishments throughout the United States.							
T024445-141	MUSIC PLUS	8/26/1988	73/829,143	10/16/1990	1,618,046	ABANDONED	41
41 - Production and distribution of programmed music and information to businesses.							
T024445-140	MUSIC PLUS	8/26/1988	73/749,169	2/27/1990	1,585,082	ABANDONED	38
38 - Services of broadcasting of music and information for business use.							
T024445-142	MUSICSERVER	5/10/1996	75/103,372	12/29/1998	2,215,550	TRANSFER	41
41 - Providing music, sound effects, spoke-word sound and other vocalizations, foley, and other sound for sites on the global computer communications network.							
T024445-145	MUZAK	9/28/1934	356,559	4/9/1935	323,327	REGISTERED	09
09 - Radio and wired radio tuners, radio and wired radio receiving sets and convertors for changing radio receiving sets to wired radio receiving sets and vice versa.							
T024445-146	MUZAK	5/10/1941	443,471	2/3/1942	393,293	REGISTERED	09
09 - Electromechanical sound recording and reproducing equipment, parts and accessories for such recording and reproducing equipment, sound recrods for phonograph use and sound transcriptions for radio, wired radio, or wire broadcasting.							
T024445-143	MUZAK					PROPOSED	41
41 - Providing via a global computer communications network a database featuring programmed music, information about the music industry, and hypermedia links to various web sites.							

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
T024445-147	MUZAK	9/22/1972	436,399	11/20/1973	973,643	REGISTERED	37
37 - Installation and maintenance of background music systems.							
T024445-144	MUZAK					PROPOSED	35
35 - Advertising services for others provided via a global computer communications network; and promotional services for others, namely providing on a global computer communications network, a database featuring product information and coupons.							
T024445-148	MUZAK (stylized)	4/14/1954	659,492	12/21/1954	599,782	REGISTERED	41
41 - Planned music service for transmitting from central locations specially programmed background music to stores, restaurants, homes, hotels, banks, railroads, airlines, boats, transportation terminals, factories, and other industrial establishments throughout the United States.							
T024445-152	MUZAK and Design	8/28/1990	74/092,146	10/22/1991	1,662,010	ABANDONED	41
41 - Production and distribution of programmed music to subscribers; audio recording and production services; leasing of audio and communications equipment for use in receiving, playback and distributing of programmed music and audio messages.							
T024445-149	MUZAK and Design	8/28/1990	74/092,147	5/21/1991	1,645,535	ABANDONED	37
37 - Installation and maintenance of background music, audio communication, and data receiving systems.							
T024445-150	MUZAK and Design	8/28/1990	74/092,142	12/10/1991	1,667,864	ABANDONED	38
38 - Leasing of audio and data communications equipment for receiving and distributing radio and satellite broadcasts.							
T024445-151	MUZAK and Design	8/28/1990	74/092,148	12/10/1991	1,667,865	ABANDONED	38
38 - Radio and satellite broadcasting of music, information and data for business use.							
T024445-133	MUZAK and M Logo Design	12/22/1998	75/608,892	3/6/2001	2,432,717	REGISTERED	09,37,38 41
09 - Audio and video system equipment, namely, tuners, receivers, amplifiers, tape players, compact disc players, mixers, monitors, microphones, and speakers. 37 - Installation of background music systems, audio communication systems, and video display systems. 38 - Radio and satellite broadcasting of music, information and data for business use. 41 - Production of programmed music and video displays for subscribers; audio and video recording and production services for others.							
T024445-157	MUZAK HEART & SOUL FOUNDATION	3/23/1998	74/454,479	11/2/1999	2,290,580	REGISTERED	36
36 - Charitable fund raising.							
T024445-173	ON-HOLD AMERICA	9/30/1993	74/441,866	8/2/1994	1,848,420	ABANDONED	35
35 - Advertising services in the nature of providing pre-recorded musical and voice messages for others to be played to telephone callers while they are holding.							
T024445-153	PLEASE HOLD PROMOTIONS	10/25/1993	74/450,402	9/13/1994	1,853,798	ABANDONED	35
35 - Production of recorded advertising messages for use with telephone systems.							
T024445-154	SOUND BUSINESS SOLUTIONS	8/10/1984	494,237	11/18/1986	1,417,717	REGISTERED	37,41
37 - Installation and maintenance of background music systems. 41 - Providing planned music for transmitting from central locations specially programmed music to stores, restaurants, homes, hotels, banks, railroads, airlines, boats, transportation terminals, factories and other industrical and business establishments.							
T024445-155	STIMULUS PROGRESSION	7/11/1983	433,902	11/25/1986	1,418,700	REGISTERED	42
42 - Planned music service for transmitting from central locations especially programmed background music to stores, restaurants, homes, hotels, banks, railroads, airlines, boats, transportation terminals, factories, and other industrial establishments.							
T024445-156	SUPERLINK	4/1/1993	74/375,071	12/14/1993	1,811,071	ABANDONED	35
35 - Creating and producing audio advertisements and distributing such advertisements by satellite-delivered in-store audio broadcast to promote the products of others and production of related promotional materials.							
T024445-158	TONES	2/12/1981	296,933	8/23/1983	1,248,832	ABANDONED	09,41
09 - Musical cassette players and cartridges. 41 - Entertainment services, namely, leasing to subscribers programmed music and the equipment required to transmit such music.							
T024445-139	Watch and Telephone Design	12/14/1998	75/605,281			ABANDONED	35
35 - Advertising services to businesses.							
T024445-160	YESCO	7/13/1987	73/671,822	8/29/1989	1,553,505	REGISTERED	09,41
09 - Pre-recorded audio tapes, cartridges, cassettes; audio tape recording and playback machines, microphones, speakers, headphones. 41 - Music programming services, namely, pre-planned, taped foreground music for business.							

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
T024445-123	YOUR CALLERS ARE LISTENING, EVERY SECOND	12/14/1998	75/605,284	8/29/2000	2,380,584	REGISTERED	35
35 - Advertising agency services, namely, promoting the goods and services of business by placing advertisements on the telephone for replay when clients are on hold.							
T024445-123a	YOUR CALLERS ARE LISTENING, EVERY SECOND	12/14/1998	75/605,282	2/15/2000	2,318,795	REGISTERED	35
35 - Advertising agency services, namely, promoting the goods and services of business by placing advertisements on the telephone for replay when clients are on hold.							
T024445-161	ZTV	10/16/1991	74/213,955	12/14/1993	1,810,508	ABANDONED	09
09 - Pre-recorded video tapes featuring music with other elements of a promotional, relaxational, informative, or entertainment nature.							

END OF REPORT TOTAL ITEMS SELECTED = 167