

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank f/k/a the Chase Manhattan Bank), as Agent		11/24/2004	Banking Corp.:

RECEIVING PARTY DATA

Name:	Concord Records, Inc.
Street Address:	100 North Crescent Drive
Internal Address:	Suite 275
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1312147	PICANTE
Registration Number:	1430992	CROSSOVER
Registration Number:	1465228	
Registration Number:	2245994	CONCORD VISTA
Registration Number:	2246045	P
Registration Number:	2270489	CONCORD CONCERTO

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com
 Correspondent Name: CBC Companies dba Federal Research
 Address Line 1: 1030 Fifteenth Street, NW, Suite 920

CH \$165.00 1312147

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/04/2005

Total Attachments: 5
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TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK INTEREST (this "Termination") is executed as of November 23, 2004 by JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank)), as Agent (in its capacity as such, the "Agent") with reference hereby made to that certain Credit Agreement, dated as of August 13, 1999 (as amended, the "Credit Agreement"), among Act III Communications, Inc., Concord Records, Inc. (the "Pledgor"), the Banks named therein (the "Banks") and the Agent. All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the Credit Agreement, the Pledgor executed and delivered to the Agent (for the benefit of the Agent and the Banks) a Trademark Security Agreement dated as of August 13, 1999 (the "Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office for the Trademark Collateral listed on Schedule 1 hereto.

WHEREAS, the Pledgor has requested that the Agent release the liens and security interests granted to it (for the benefit of itself and the Banks) in the right, title and interest in and to the Trademark Collateral (to the extent of the Pledgor's interest therein) pursuant to the Trademark Security Agreement.

WHEREAS, the commitments under the Credit Agreement have been terminated and all obligations due thereunder have been paid in full and no outstanding obligations under the Credit Agreement remain due and owing.

For good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby, for the benefit of itself and the Banks:

(A) terminates the Trademark Security Agreement;

(B) releases the liens and security interests granted to it in the Trademark Collateral pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral; and

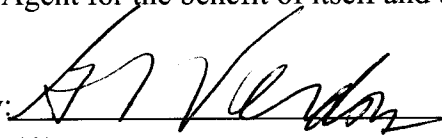
(C) to the extent that the Agent or any of the Banks shall be deemed to have any right, title or interest in the Trademark Collateral, retransfers and reassigns to the Pledgor all of such right, title and interest free and clear of any lien or encumbrance.

This Termination shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Interest to be executed by its duly authorized officer as of the date first written above.

JPMORGAN CHASE BANK, N.A (f/k/a JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank)),
as Agent for the benefit of itself and the Banks

By:  _____

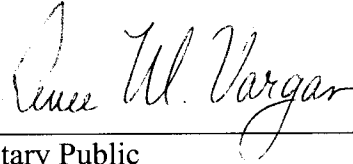
Name:

Title:

GARRETT J. VERDONE
SENIOR VICE PRESIDENT

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

On the 23rd day of November 2004, before me personally came Garrett J. Verdone, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank)), the national banking association described in and which executed the foregoing instrument.



Notary Public

RENEE M. VARGAS NOTARY PUBLIC, STATE OF NEW YORK No. 01VA6080128 QUALIFIED IN KINGS COUNTY MY COMMISSION EXPIRES SEPT. 9, 20 <u>06</u>
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SCHEDULE 1

Trademark Collateral

Description of Mark	Registration Number	Registration Date
Picante (word)	1,312,147	01/01/1985
Crossover (word)	1,430,992	03/03/1987
Crossover (design)	1,465,228	11/17/1987
Concord Vista (design & word)	2,245,994	05/18/1999
P (design)	2,246,045	05/18/1999
Concord Concerto (design & word)	2,270,489	08/17/1999

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