

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peacon LLC		11/24/2004	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A.		
Street Address:	445 North Bedford Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1909861	PEAK RECORDS	
Serial Number:	78517177	PEAK RECORDS	
Serial Number:	76574533	THUG	
Serial Number:	76579649	THE HOUSE OF URBAN GROOVES	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$115.00 1909861

Signature:

/pja/

Date:

04/04/2005

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Peacon LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HSBC Bank USA, N.A.

Internal

Address: _____

Street Address: 445 North Bedford Drive

City: Beverly Hills

State: California

Country: U.S.A. Zip: 90210

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Banking Association Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 11/24/2004

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

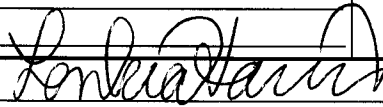
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

March 31, 2005

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

ACCOMMODATION TRADEMARK SECURITY AGREEMENT

This ACCOMMODATION TRADEMARK SECURITY AGREEMENT, dated as of November 24, 2004 (this "Agreement") is made by Peacon LLC, a California limited liability company ("Grantor"), in favor of HSBC Bank USA, N.A., a national banking association, as the agent (in such capacity, the "Agent") for the Banks (as defined below), with reference to the following:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 24, 2004, among Concord Music Group, Inc., a Delaware corporation (the "Borrower"), the banks identified in the Credit Agreement (the "Banks") and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Banks have agreed to make Loans to the Borrower subject to and in accordance with the terms and conditions of the Credit Agreement and the other Basic Documents;

WHEREAS, Grantor is a subsidiary of Grantor and Grantor's music business operates as an integrated whole with the music business of Borrower, and Grantor thus substantially benefits from the making of the loans to Borrower under the Credit Agreement; and

WHEREAS, the Banks are willing to continue to make the Loans as provided for in the Credit Agreement, but only upon the conditions, among others, that (i) Grantor shall have executed and delivered to the Agent, for the benefit of the Agent and the Banks, that certain Accommodation Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Accommodation Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement, to the Agent, for the benefit of the Agent and the Banks.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Agent and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor or any of its Subsidiaries under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Agent and the Banks, pursuant to the Accommodation Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Banks with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Accommodation Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. LIMITATIONS OF OBLIGATIONS. Anything contained in this Agreement to the contrary notwithstanding, the obligations of Grantor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render Grantor's obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of Grantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of Grantor under any unsecured indebtedness or indebtedness which is otherwise subordinated in right of payment to the obligations arising hereunder, if such indebtedness arises under an agreement which contains a limitation as to maximum amount similar to that set forth in this Section and such agreement also provides that the liability of Grantor under this Agreement is included in the liabilities taken into account in determining the maximum amount of the obligations of Grantor under such other agreement) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or

similar rights of Grantor pursuant to (i) applicable law or (ii) any agreement providing for an equitable allocation by Grantor of obligations arising under guaranties by Grantor.

5. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to the Agent and the Banks that on the date hereof (a) to Grantor's knowledge, Part A of Schedule I hereto is a complete and correct list of all material Trademarks and Licensed Trademarks of Grantor or any of its Subsidiaries and of all material licenses by which Grantor or any of its Subsidiaries licenses any of its Trademarks to any third party, in each case to the extent of Trademarks and Licensed Trademarks owned or licensed prior to the Merger by Fantasy and its Subsidiaries, and (b) Part B of Schedule I hereto is a complete and correct list of all material Trademarks and Licensed Trademarks of Grantor or any of its Subsidiaries and of all material licenses by which Grantor or any of its Subsidiaries licenses any of its Trademarks to any third party, in each case to the extent of Trademarks and Licensed Trademarks owned or licensed prior to the Merger by Concord and its Subsidiaries.

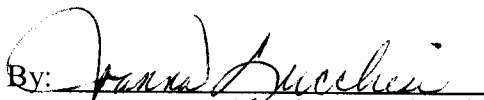
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PEACON LLC,
a California limited liability company

By: 
Name: Allen Barros
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK USA, N.A.
a national banking association, as the Agent

By: 
Name: JOANNA LUCCCHESI
Title: SVP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On Nov. 24, 2004 before me Debra Lee Lane, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Glen Barros
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal
[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

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SCHEDULE I
to
ACCOMMODATION TRADEMARK SECURITY AGREEMENT

MATERIAL TRADEMARKS AND LICENSED TRADEMARKS

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
1909861	July 5, 1994	PEAK RECORDS (design mark)
78/517177	November 15, 2004	PEAK RECORDS (word mark)
76/574533	February 9, 2004	THUG
76/579649	March 8, 2004	THE HOUSE OF URBAN GROOVES