

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
AEC One Stop Group, Inc.		02/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2016027	WINSTAR
Registration Number:	1868115	CHILD STAR
Registration Number:	1871150	ASTRO TALK
Registration Number:	2620526	SCHWANN ONLINE
Registration Number:	2578258	WEB AMI INTERACTIVE AEC MUSIC INDEX
Registration Number:	2401942	AM2PED
Serial Number:	78553517	KNOW THRU ASTROLOGY
Registration Number:	2404000	CDF CONSUMER DIRECT FULFILLMENT
Registration Number:	2454741	AM2PED
Registration Number:	2545587	THE STORE 24
Registration Number:	2397766	AMIGO! AEC MUSIC INDEX
Registration Number:	2864025	ONE WAY RECORDS
Serial Number:	78401563	ALL MUSIC GUIDE
Serial Number:	78401523	ALL GAME GUIDE

CH \$465.00 2016027

Registration Number:	2461111	AEC ONE STOP GROUP
Registration Number:	2908265	AEC SUPPLY CHAIN MANAGEMENT
Registration Number:	2386063	SIMPATICOS
Registration Number:	1666163	ABBEY ROAD RECORD DIST.

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 9191 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (025983/0088)
Signature:	/sas for da/
Date:	04/15/2005

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, **AEC ONE STOP GROUP, INC.** (the "Assignor"), a Delaware corporation, has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into an Amended and Restated Security Agreement, dated as of February 28, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, with offices at One Boston Place, Suite 1800, Boston, Massachusetts 02108, as collateral agent for certain agents, lenders and other parties (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Lender Group (as such term is defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 28 2005.

AEC ONE STOP GROUP, INC.

By: _____

Name:

Marc Fierman

Title:

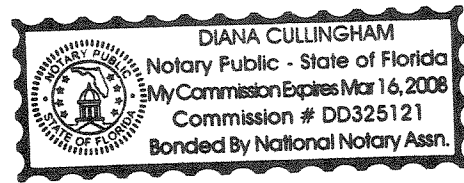
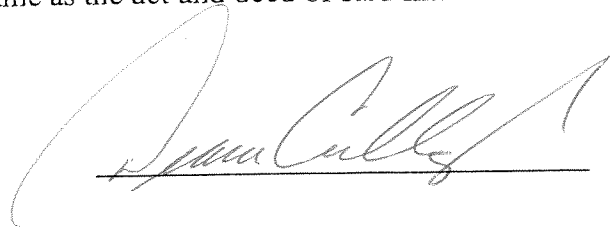
Vice President

STATE OF Florida

ss.:

COUNTY OF Lee

On this 28th day of February 2005, before me personally came Marc Fierman, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of AEC One Stop Group Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of AEC One Stop Group Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

AEC ONE STOP GROUP, INC., a Delaware corporation

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG./APP. NO.
WINSTAR	2016027
CHILD STAR	1868115
ASTRO TALK	1871150
SCHWANN ONLINE	2620526
WEB AMI INTERACTIVE AEC MUSIC INDEX	2578258
AM2PED	2401942
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AMIGO! AEC MUSIC INDEX	2397766
ONE WAY RECORDS	2864025
ALL MUSIC GUIDE	78/401563
ALL GAME GUIDE	78/401523
ACE ONE STOP GROUP	2461111
AEC SUPPLY CHAIN MANAGEMENT	2908265
SIMPATICOS	2386063
ABBEY ROAD RECORDS DIST.	1666163