TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/01/2005	Bank:

RECEIVING PARTY DATA

Name:	AEI Music Network, Inc.
Street Address:	900 East Pine Street
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98122
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	75502289	AEI
Registration Number:	2353182	AEI
Serial Number:	75489637	AEI
Serial Number:	75489638	AEI
Serial Number:	75489640	AEI
Serial Number:	75502000	AEI
Registration Number:	2353183	AEI
Registration Number:	1248178	AEI
Registration Number:	1586576	AEI MUSIC
Registration Number:	1617971	AEI MUSIC
Registration Number:	1166317	NOVATONE
Registration Number:	2302337	PRODISC
Registration Number:	2080621	PRODISC
Serial Number:	75891493	PROFUSION

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Serial Number:	75889884	PROFUSION
Serial Number:	75889883	PROFUSION
Serial Number:	75889885	PROFUSION
Registration Number:	1358971	PROPAC 4
Registration Number:	1239259	SEA CART

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: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (051511/0036)
Signature:	/sas for da/
Date:	06/03/2005

Total Attachments: 4

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of June 1, 2005 by Royal Bank of Canada, in its capacity as administrative agent ("Agent") under that certain Loan Agreement with Maxide Acquisition, Inc., as borrower, dated as of May 17, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Agent and AEI MUSIC NETWORK, INC., a Washington corporation, ("Borrower"), entered into that certain Trademark Security Agreement, dated as of May 17, 2001 (the "Agreement");

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights, including, without limitation, the trademarks listed on Schedule A attached hereto (the "Released Trademarks"), as security for certain obligations of Borrower to Agent (the "Obligations");

WHEREAS, Agent recorded the Agreement on September 20, 2001 at Reel 002388, Frame 0459 and on September 20, 2002 at Reel 02580, Frame 0159 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 8, 2005, Borrower has requested that Agent release its security interests in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interest in and lien on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Released Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Released Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by the Released Trademarks; and

(c) any claims by Borrower against third parties for infringement of the Released Trademarks or of any license with respect thereto.

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TRADEMARK
REEL: 003096 FRAME: 0547

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

ROYAL BANK OF CANADA,
as Administrative Agent

By: Suzanne Kaicher
Name:
Title:

Suzanne Kaicher
Attorney - In - Fact
Royal Bank Of Canada

[Signature Page to Trademark Release for AEI MUSIC NETWORK, INC.]

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SCHEDULE A

RELEASED TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
AEI	75/502289	09/20/2001
AEI	2353182	09/20/2001
AEI	75/489637	09/20/2001
AEI	75/489638	09/20/2001
AEI	75/489640	09/20/2001
AEI	75/502000	09/20/2001
AEI	2353183	09/20/2001
AEI & Design	1248178	09/20/2001
AEI MUSIC & Design	1586576	09/20/2001
AEI MUSIC & Design	1617971	09/20/2001
NOVATONE	1166317	09/20/2001
PRODISC (ITU)	2302337	09/20/2001
PRODISC (USE)	2080621	09/20/2001
PROFUSION	75/891493	09/20/2001
PROFUSION	75/889884	09/20/2001
PROFUSION	75/889883	09/20/2001
PROFUSION	75/889885	09/20/2001
PROPAC 4	1358971	09/20/2001
SEA CART	1239259	09/20/2001