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:	DMX Music, Inc.
Street Address:	11400 W Olympic Blvd, Suite 1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	74551384	WISCONSIN MUSIC
Registration Number:	2154408	WISCONSIN MUSIC
Serial Number:	75300305	WONDER WINDOW
Registration Number:	2180350	WONDER WINDOW
Serial Number:	78365370	DMX MUSIC
Serial Number:	78365368	DMX MUSIC
Serial Number:	78365367	DMX MUSIC
Serial Number:	78365366	DMX MUSIC

CH $215.00 74551384

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 DMX MUSIC, INC., a Delaware corporation, ("Borrower"), entered into that certain Amended Trademark Security Agreement, dated as of July 30, 2004 (the "Amended Agreement");

WHEREAS, the Amended 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 Amended Agreement on August 13, 2004 at Reel 02917, Frame 0113 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 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: 0570

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: _____
Name: _____
Title: _____

Suzanne Kaicher
Attorney - In - Fact
Royal Bank Of Canada

SCHEDULE A

RELEASED TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
	74/551384	08/13/2004
	2154408	08/13/2004
	75/300305	08/13/2004
	2180350	08/13/2004
	78/365370	08/13/2004
	78/365368	08/13/2004
	78/365367	08/13/2004
	78/365366	08/13/2004