

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
Alfred Publishing Co., Inc.		05/31/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 E. Trimble Road, M.C. 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76566218	X ALFRED'S MAX	
Serial Number:	76427409	MUSIC FOR LITTLE MOZARTS	
Serial Number:	76251065	MUSIC FOR LITTLE MOZARTS	
Registration Number:	2224718	GUITROPOLIS	
Registration Number:	2398512	MUSIC FRIENDS	
Registration Number:	2412933	MOZART MOUSE	
Registration Number:	2017264	BASIX	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5667		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	msolmon@buchalter.com		
Correspondent Name:	Matthew S. Solmon		
Address Line 1:	601 South Figueroa Street, Suite 2400		
Address Line 2:	Buchalter, Nemer, Fields & Younger, P.C.		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5704		

CH \$190.00 76566218

NAME OF SUBMITTER:	Matthew S. Solmon
Signature:	/MSS/
Date:	06/23/2005
Total Attachments: 5 source=Alfred Trademark Security Agreement#page1.tif source=Alfred Trademark Security Agreement#page2.tif source=Alfred Trademark Security Agreement#page3.tif source=Alfred Trademark Security Agreement#page4.tif source=Alfred Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2005, by Alfred Publishing Co., Inc. (the "Grantor" or "Alfred"), and COMERICA BANK in its capacity as Agent for the Lenders (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, PianoLane.com, Inc. ("PianoLane") together with each of their respective Subsidiaries as shall have executed and delivered a Credit Agreement Joinder Agreement (collectively, with Alfred and PianoLane, the "Borrowers" and each a "Borrower"), each of the financial institutions party thereto (collectively, including their respective successors and assigns, the "Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

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 have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, 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 of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration as required by the Credit Agreement and the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


6. GOVERNING LAW; JURY TRIAL WAIVER. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MICHIGAN; and (b) GRANTOR AND THE AGENT WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY EITHER SUCH PARTY AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. GRANTOR AND THE AGENT AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, EACH SUCH PARTY FURTHER AGREES THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

[signature page follows]

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

ALFRED PUBLISHING CO., INC.

By: _____


Steven Manus

Its: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COMERICA BANK, as Agent

By: *Jey*
Name: *Ben K Kelly*
Title: *VICE PRESIDENT*

SCHEDULE I
to
Trademark Security Agreement

ALFRED PUBLISHING CO., INC.
REGISTERED TRADEMARKS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Alfred Publishing Co., Inc.	U.S.		76/566,218	December 8, 2003
Alfred Publishing Co., Inc.	U.S.	MUSIC FOR LITTLE MOZARTS (IC 9)	76/427,409	July 3, 2002
Alfred Publishing Co., Inc.	U.S.	MUSIC FOR LITTLE MOZARTS (IC 16)	76/251,065	May 7, 2001
Alfred Publishing Co., Inc.	U.S.	GUITROPOLIS	2,224,718	February 16, 1999
Alfred Publishing Co., Inc.	U.S.	MUSIC FRIENDS	2,398,512	October 24, 2000
Alfred Publishing Co., Inc.	U.S.	MOZART MOUSE	2,412,933	December 12, 2000
Alfred Publishing Co., Inc.	U.S.	BASIX	2,017,264	November 19, 1996
Alfred Publishing Verlags GmbH (DE)	Germany	KDM	30119631	

TRADEMARK LICENSE AGREEMENT
AND ALL TRADEMARKS IDENTIFIED THEREOF

No.	Agreement	Licensor(s)	Licensee
I	Subpublishing Agreement (Perpetual)	Warner/Chappell Music, Inc. and Summy-Birchard, Inc.	Alfred Publishing Co., Inc.