

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 8/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

MSI Music Corp.

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 19, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Bank, National Association
 Internal Address: _____
 Address: _____
 Street Address: 225 Water Street
 City: Jacksonville
 State: Florida
 Country: USA Zip: 32202

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ 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)

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

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
See Exhibit "A" attached

Additional sheet(s) attached? Yes No

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

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

Name: Thomas P. Angelo, Esq.

Internal Address: _____

Street Address: 515 East Las Olas Boulevard
Suite 850

City: Fort Lauderdale

State: Florida Zip: 33301

Phone Number: (954) 766-9930

Fax Number: (954) 766-9937

Email Address: tpa@angelolaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- 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: X



May 19, 2005

Date

Thomas P. Angelo, CEO
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **9**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-3965, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$116.00 2429164

EXHIBIT "A"

Trademark Description	Registration Number
MSI	2,429,154
MSI MUSIC	2,450,709
MSI Music (stylized mark with design of record album and stylized rectangle containing wording "MSI Music")	2,442,262
Outrospective Records	2,882,559

**AMENDED AND RESTATED
LOAN AND SECURITY AGREEMENT**

between

MSI MUSIC CORP., A FLORIDA CORPORATION

"Borrower"

and

WACHOVIA BANK, NATIONAL ASSOCIATION

F/K/A FIRST UNION NATIONAL BANK

"Bank"

Dated: May 19, 2005

AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (the "Agreement"), dated as of May 19, 2005 between MSI MUSIC CORP., a Florida corporation ("Borrower"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association f/k/a First Union National Bank (together with its successors and assigns, "Bank");

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained and to induce Bank to extend credit to Borrower, the parties agree as follows:

1. **Definitions.** Capitalized terms that are not otherwise defined herein shall have the meanings set forth in this Section 1.

1.1 **Defined Terms:**

"**Accession**" has the meaning set forth in the Code.

"**Account**" has the meaning set forth in the Code, together with any guaranties, letters of credit, Letter-of-Credit Rights, and other security therefore, including Supporting Obligations.

"**Account Debtor**" means a Person who is obligated under any Account, Chattel Paper, General Intangible or Instrument.

"**Affiliate**" of a Person means (a) any Person directly or indirectly owning 5% or more of the voting stock or equity interests of such named Person or of which the named Person owns 5% or more of such voting stock or equity interests; (b) any Person controlling, controlled by or under common control with such named Person; (c) any officer, director or employee of such named Person or any Affiliate of the named Person; and (d) any family member of the named Person or any Affiliate of such named Person.

"**Applicable Margin**" [REDACTED]

"**Borrower Information Certificate**" means a certificate submitted by Borrower to Bank on or before the Closing Date pursuant to Section 3.1 hereto concerning certain factual information about Borrower, to be substantially in the form of Exhibit 3.1.2 hereto.

"**Borrowing Base**" means, on any date of determination thereof, an amount equal to:

- (i) [REDACTED]
- (ii) the [REDACTED]
- [REDACTED]

"**Borrowing Base Certificate**" has the meaning set forth in Section 5.6(a).

"**Business Day**" means a weekday on which Bank is open for business in Charlotte, North Carolina and Miami, Florida.

"**Chattel Paper**" has the meaning set forth in the Code, including Electronic Chattel Paper and Tangible Chattel Paper, together with any guaranties, letters of credit, Letter-of-Credit Rights, and other security therefore, including Supporting Obligations.

"**Closing Date**" means the date on which all of the conditions precedent in Section 3 of this Agreement are satisfied and the Loans are made under this Agreement.

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

8.3

R

[REDACTED]

8.4

D

[REDACTED]

9. Security Agreement.

9.1 Security Interest.

(a) As security for the payment and performance of any and all Obligations and the performance of all obligations and covenants of Borrower to Bank and its Affiliates, whether hereunder and under the other Loan Documents, Swap Agreements between Bank or any Affiliate of Bank and Borrower or otherwise, certain or contingent, now existing or hereafter arising, which are now, or may at any time or times hereafter be owing by Borrower to Bank or any of Bank's Affiliates, Borrower hereby grants to Bank (for itself and its Affiliates) a continuing security interest in and general lien upon and right of set-off against, all right, title and interest of Borrower in and to the Collateral, whether now owned or hereafter acquired by Borrower.

(b) Except as herein or by applicable law otherwise expressly provided, Bank shall not be obligated to exercise any degree of care in connection with any Collateral in its possession, to take any steps

necessary to preserve any rights in any of the Collateral or to preserve any rights therein against prior parties, and Borrower agrees to take such steps. In any case Bank shall be deemed to have exercised reasonable care if it shall have taken such steps for the care and preservation of the Collateral or rights therein as Borrower may have reasonably requested Bank to take and Bank's omission to take any action not requested by Borrower shall not be deemed a failure to exercise reasonable care. No segregation or specific allocation by Bank of specified items of Collateral against any liability of Borrower shall waive or affect any security interest in or Lien against other items of Collateral or any of Bank's options, powers or rights under this Agreement or otherwise arising.

(c) Bank may at any time and from time to time, with or without notice to Borrower, (i) transfer into the name of Bank or the name of Bank's nominee any of the Collateral, (ii) notify any Account Debtor or other obligor of any Collateral to make payment thereon direct to Bank of any amounts due or to become due thereon and (iii) receive and after a Default direct the disposition of any proceeds of any Collateral.

(d) Notwithstanding the foregoing, (i) no Account, Instrument, Chattel Paper or other obligation or property of any kind due from, owed by or belonging to, a Sanctioned Person or (ii) any lease in which the lessee is a Sanctioned Person shall be Collateral or shall be credited toward the payment of the Obligations.

9.2 Financing Statements; Power of Attorney. Borrower authorizes Bank at Borrower's expense to file any financing statements and/or amendments thereto relating to the Collateral (without Borrower's signature thereon) which Bank deems appropriate that (a) indicate the Collateral (i) as "all assets" of Borrower or words of similar effect, if appropriate, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code, or (ii) by specific Collateral category, and (b) provide any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment. Borrower irrevocably appoints Bank as its attorney-in-fact to execute any such financing statements and/or control agreements in Borrower's name and to perform all other acts, at Borrower's expense, which Bank deems appropriate to perfect and to continue perfection of the security interest of Bank. Borrower hereby appoints Bank as Borrower's attorney-in-fact to endorse, present and collect on behalf of Borrower and in Borrower's name any draft, checks or other documents necessary or desirable to collect any amounts which Borrower may be owed. Bank is hereby granted a license or other right to use, without charge, Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any Property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral, and Borrower's rights under all licenses and all franchise agreements shall inure to Bank's benefit. The proceeds realized from the sale or other disposition of any Collateral may be applied, after allowing two (2) Business Days for collection, first to the reasonable costs, expenses and attorneys' fees and expenses incurred by Bank for collection and for acquisition, completion, protection, removal, storage, sale and delivering of the Collateral; secondly, to interest due upon any of the Obligations; and thirdly, to the principal amount of the Obligations and to any other Obligations then outstanding. If any deficiency shall arise, Borrower and each Guarantor shall remain jointly and severally liable to Bank therefor.

9.3 Entry. Borrower hereby irrevocably consents to any act by Bank or its agents in entering upon any premises for the purposes of either (i) inspecting the Collateral or (ii) taking possession of the Collateral and Borrower hereby waives its right to assert against Bank or its agents any claim based upon trespass or any similar cause of action for entering upon any premises where the Collateral may be located.

9.4 Other Rights. Borrower authorizes Bank without affecting Borrower's obligations hereunder or under any other Loan Document from time to time (i) to take from any party and hold additional Collateral or guaranties for the payment of the Obligations or any part thereof, and to exchange, enforce or release such collateral or guaranty of payment of the Obligations or any part thereof and to release or substitute any endorser or guarantor or any party who has given any security interest in any collateral as security for the payment of the Obligations or any part thereof or any party in any way obligated to pay the Obligations or any part thereof; and (ii) upon the occurrence of any Event of Default to direct the manner of the disposition of the Collateral and the

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the day and year first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION f/k/a First Union National Bank
By: [Signature]
Anita Aedo, Senior Vice President

MSI MUSIC CORP., a Florida corporation
By: [Signature]
Benjamin Colonomos, President

Taxpayer Identification Number: 65-0481551

UNITED STATES TERRITORIAL WATERS OR INTERNATIONAL WATERS:
LATITUDE: 25° 44.084' N LONGITUDE: 079° 50.108' W

THE FOREGOING INSTRUMENT was sworn to and subscribed the 19 day of May, 2005, before me, Captain [Signature], on a vessel of which I am the Captain located at Latitude 25° 44.084' N and Longitude 079° 50.108' W which is located outside the territorial limits of the State of Florida, by Anita Aedo, as Senior Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION f/k/a First Union National Bank, who is personally known to me or who has produced Florida DL# C455-06064-376 as identification, and who did take an oath.

Captain's Signature: [Signature] (L.S.)
Print Name: Harold Miller
License Number: 1010676

UNITED STATES TERRITORIAL WATERS OR INTERNATIONAL WATERS:
LATITUDE: 25° 44.084' N LONGITUDE: 079° 50.108' W

THE FOREGOING INSTRUMENT was sworn to and subscribed the 19 day of May, 2005, before me, Captain [Signature], on a vessel of which I am the Captain located at Latitude 25° 44.084' N and Longitude 079° 50.108' W which is located outside the territorial limits of the State of Florida, by Benjamin Colonomos, as President of MSI MUSIC CORP., a Florida corporation, who is personally known to me or who has produced Florida DL# C455-06064-376 as identification, and who did take an oath.

Captain's Signature: [Signature] (L.S.)
Print Name: Harold Miller
License Number: 1010676