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
ARTISTdirect, Inc.		07/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	633 West Fifth Street
Internal Address:	24th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2742630	ARTISTDIRECT
Registration Number:	2764726	A
Registration Number:	2457335	A
Registration Number:	2473501	A
Registration Number:	2473500	A
Registration Number:	2524524	A
Registration Number:	2382999	BORN ON THE WORLD WIDE WEB
Registration Number:	2382998	BORN ON THE WORLD WIDE WEB
Registration Number:	2382995	BORN ON THE WORLD WIDE WEB
Registration Number:	2407553	THE ULTIMATE BAND LIST
Registration Number:	2355839	ARTISTDIRECT
Registration Number:	2155335	ARTISTDIRECT
Registration Number:	2288100	ARTISTDIRECT

OP $390.00 2742630

Registration Number:	2190655	UBL
Serial Number:	76072563	A

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	07/29/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 28, 2005 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), between ARTISTDirect, Inc. a Delaware corporation ("Grantor") and U.S. Bank National Association, in its capacity as collateral agent for the Initial Purchasers and all other Holders of the Securities (together with its successors and assigns in such capacity, the "Collateral Agent").

PRELIMINARY STATEMENT

WHEREAS, Grantor is a party to a Security Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Security Agreement") between Grantor and the other grantors party thereto and the Collateral Agent, as well as certain other Transaction Documents as described in that certain Note and Warrant Purchase Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Note and Warrant Purchase Agreement") by and among Company, the investors listed on the signature pages thereto and the Collateral Agent pursuant to which Grantor is required to execute and deliver the Security Agreement and this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises contained therein and to induce the Initial Purchasers to enter into the Transaction Documents, Grantor hereby agrees with the Collateral Agent, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Initial Purchasers and Holders of the Securities, a 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 United States federal and state trademarks, foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Initial Purchasers and Holders of the Securities pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and the other Transaction Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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TRADEMARK
REEL: 003131 FRAME: 0226

Accepted and Agreed:

US BANK NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Name: BRAD E. SCARBOROUGH
Title: VICE PRESIDENT

IN WITNESS WHEREOF, each 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.

ARTISTDIRECT, INC., a Delaware corporation

By:_____
Name: Robert N. Weingarten
Title: Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Federal Trademark Filings

MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	OWNER
ARTISTDIRECT	75927362	2/24/00	2742630	7/29/03	ARTISTdirect, Inc.
A	76072567	6/19/00	2764726	9/16/03	ARTISTdirect, Inc.
A	76072566	6/19/00	2457335	6/5/01	ARTISTdirect, Inc.
A	76072563	6/19/00	2569613	7/17/01	ARTISTdirect, Inc.
A	76072562	6/19/00	2473501	7/31/01	ARTISTdirect, Inc.
A	76072561	6/19/00	2473500	7/31/01	ARTISTdirect, Inc.
A	76072560	6/19/00	2524524	1/1/02	ARTISTdirect, Inc.
BORN ON THE WORLD WIDE WEB	75768869	8/4/99	2382999	9/5/00	ARTISTdirect, Inc.
BORN ON THE WORLD WIDE WEB	75768868	8/4/99	2382998	9/5/00	ARTISTdirect, Inc.
BORN ON THE WORLD WIDE WEB	75768011	8/4/99	2382995	9/5/00	ARTISTdirect, Inc.
THE ULTIMATE BAND LIST	75306059	6/10/97	2407553	11/28/00	ARTISTdirect, Inc.
ARTISTDIRECT	75418187	7/15/98	2355839	6/6/00	ARTISTdirect, Inc.
ARTISTDIRECT	75061782	2/2/96	2155335	5/5/98	ARTISTdirect, Inc.
ARTISTDIRECT	75061781	2/2/96	2288100	10/19/99	ARTISTdirect, Inc.

UBL	75306060	6/10/97	2190655	9/22/98	ARTISTdirect, Inc.

State Trademark Filings

MARK	State	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	OWNER
THE ULTIMATE BAND LIST	Puerto Rico			50161	April 30, 2002	ARTISTdirect, Inc.
ARTISTDIRECT	Puerto Rico			50159	April 30, 2002	ARTISTdirect, Inc.
ARTISTDIRECT	Puerto Rico			49609	March 31, 2002	ARTISTdirect, Inc.
UBL	Puerto Rico			49616	March 31, 2002	ARTISTdirect, Inc.
UBL	Puerto Rico			49615	March 31, 2002	ARTISTdirect, Inc.
THE ULTIMATE BAND LIST	Tennessee			49614	March 31, 2002	ARTISTdirect, Inc.
THE ULTIMATE BAND LIST	Puerto Rico			49614	March 31, 2002	ARTISTdirect, Inc.
THE ULTIMATE BAND LIST	Tennessee			49613	March 31, 2002	ARTISTdirect, Inc.
THE ULTIMATE BAND LIST	Puerto Rico			49613	March 31, 2002	ARTISTdirect, Inc.
THE ULTIMATE BAND LIST	Tennessee			49612	March 31, 2002	ARTISTdirect, Inc.

THE ULTIMATE BAND LIST	Puerto Rico			49612	March 31, 2002	ARTISTdirect, Inc.
ARTISTDIRECT	Tennessee			49611	March 31, 2002	ARTISTdirect, Inc.
ARTISTDIRECT	Tennessee			49610	March 31, 2002	ARTISTdirect, Inc.
ARTISTDIRECT	Tennessee			49609	March 31, 2002	ARTISTdirect, Inc.
UBL	Puerto Rico			50158	April 30, 2002	ARTISTdirect, Inc.
UBL	Puerto Rico			50157	April 30, 2002	ARTISTdirect, Inc.