

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
Somerset Entertainment Inc.		12/13/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank, as Agent
Street Address:	77 King Street West
Internal Address:	18th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K1A2
Entity Type:	Agent: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78685928	LUCKY STAR KARAOKE
Serial Number:	78674565	IN BALANCE
Serial Number:	78976444	HOUSE PARTY KARAOKE
Serial Number:	78251208	COMPASS PRODUCTIONS
Serial Number:	75687125	ELEMENTS
Serial Number:	75553105	JUST THE HITS
Serial Number:	75529637	JUST THE HITS MUSIC STATION
Serial Number:	75104056	LIFESCAPES
Serial Number:	75624936	'TIS THE SEASON

CORRESPONDENCE DATA

Fax Number: (310)229-1972
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (310) 788-1272

CH \$240.00 78685928

Email: jehrlich@kayescholer.com
Correspondent Name: Judi Ehrlich - Corporate Paralegal
Address Line 1: Kaye Scholer LLP - 1999 Ave of the Stars
Address Line 2: Suite 1700
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 2021

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Judi Ehrlich

Signature: /Judi Ehrlich/

Date: 12/19/2005

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is entered into as of December 13, 2005 by and between Somerset Entertainment Inc., a Delaware corporation ("Debtor"), with its chief executive office located at 1110 Lake Cook Road, Buffalo Grove, Illinois 60089, and The Toronto-Dominion Bank, in its capacity as collateral agent for the Secured Parties (as such term is defined in the Security Agreement) under the Secured Documents (as such term is defined in the Security Agreement) (the "Agent").

RECITALS

WHEREAS, Somerset Entertainment Limited Partnership ("Borrower") has entered into that certain Amended and Restated Credit Agreement, dated as of December 13, 2005, among the Agent, Borrower and the lenders from time to time party thereto (as may be amended, modified supplemented or replaced from time to time, the "Credit Agreement"), pursuant to which the lenders agreed to make certain secured credit facilities available to the Borrower;

WHEREAS, as a condition, among others, to the Lenders' obligations to lend funds under the Credit Agreement and each Hedge Provider to enter into Derivatives with the Borrower, the Debtor entered into that certain Guarantee, Pledge and Security Agreement, dated as of December 13, 2005 (the "Security Agreement"), to provide security for the obligations of Borrower and any other Credit Party from time to time owing to the Secured Parties under the Credit Agreement and other Secured Documents (as further defined in the Security Agreement, the "Secured Obligations"), and is entering into this Agreement to grant the security interest referenced herein;

WHEREAS, Debtor is a Subsidiary of the Borrower; and

WHEREAS, funds available to the Borrower under the Credit Facilities will be used, in part, to pay the purchase price for the Debtor's acquisition of the assets of Compass Productions, Inc., a Minnesota corporation ("Compass") pursuant to the Acquisition Agreement-Compass (the "Acquisition") and to provide working capital to the Debtor;

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

1. Defined Terms.

(a) Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Credit Agreement; however, if any capitalized term used herein is defined in both the Credit Agreement and the Security Agreement, then the definition of such term in the Security Agreement shall govern.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement by reference and are made a part hereof.

3. Incorporation of the Credit Agreement and the Security Agreement. The security interest granted in this Agreement is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Debtor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral granted herein is more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. The terms of the Credit Agreement are hereby incorporated by reference herein as if fully set forth herein.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Debtor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing first priority security interest, with power of sale to the extent permitted by applicable law, in all of Debtor's right, title and interest in and to the following, whether presently held, owned or existing or hereafter created or acquired (collectively, the "Collateral"):

(a) presently held, owned or existing and hereafter created, acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned by or licensed to the Debtor or used for products and services included within the Debtor's business (the "Business"), including, without limitation, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any and all goodwill connected with and symbolized by any of the foregoing (collectively, the "Marks"), and (i) all renewals, reissuances, continuations or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringement or dilution thereof, and (iii) all of Debtor's rights corresponding thereto throughout the world (all of the foregoing Marks, together with the items described in clauses (i)-(iii) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"). Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted by the applicable Trademark Office (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as each of Debtor's Intent-To-Use Applications is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as

collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement;

(b) presently held, owned or existing and hereafter created, acquired or arising rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, whether Debtor is a licensee or licensor under any such license agreement, including, without limitation, such licenses as are listed on Schedule B hereto, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all products and proceeds of the foregoing, including, without limitation, the right to sue any third party for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

5. Restrictions on Future Agreements. Debtor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks and Licenses.

6. New Trademarks and Licenses. Debtor represents and warrants that the Trademarks listed on Schedule A and the Licenses listed on Schedule B constitute all of the Trademarks and Licenses now owned by or licensed to or by Debtor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, prior to the termination of this Agreement, Debtor (i) becomes the owner of any new United States federally registered trademark, or (ii) obtains rights to or becomes entitled to the benefit of any U.S. federally registered trademark, whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply to all of Debtor's right, title and interest in such trademarks. Debtor shall give to Agent written notice of events described in clause (i) of the preceding sentence no later than thirty (30) business days after any event occurs. Debtor hereby authorizes Agent to modify this Agreement by amending Schedule A and Schedule B, as applicable, to include any future United States federally registered trademarks owned by Debtor.

7. Additional Representations and Warranties. Debtor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein, Debtor is and will continue to be the owner of all right, title and interest in the Collateral so long as the Trademarks and Licenses shall

continue in force, free from any lien or security interest in favor of any Person except for the security interest granted to Lender.

(b) Debtor has the full right and power to grant the security interest in the Collateral made hereby.

(c) Debtor has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements to use such Trademarks granted to licensees described on Schedule B hereto.

(d) There is no financing statement, assignment, security agreement or other document or instrument now signed or on file in any public office anywhere in the world covering any part of the Collateral, except those showing the Agent as secured party, and so long as any Secured Obligations remain outstanding under the Credit Agreement or the Security Agreement or the Credit Agreement and the Security Agreement have not terminated, the Debtor will not execute, and there will not be on file in any such public office, any such financing statement, assignment, security agreement or other document or instrument, except as may be on file or to be filed in favor of the Agent.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Agent concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would materially adversely affect the fair market value of the Collateral or the benefits to Agent under this Agreement, including, without limitation, the priority or perfection of the security interest granted herein or the remedies of the Agent hereunder.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times during normal business hours have access to, examine, audit, make copies (at Debtor's expense) and extracts from and inspect Debtor's premises and examine Debtor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, Debtor's quality control processes; provided that, in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Debtor's ordinary business operations. After the occurrence and during the continuance of an Event of Default, Debtor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Trademarks and the Licenses. Debtor agrees (a) to maintain the quality of said products as of the date hereof, and (b) not to change the quality of such products in any material respect without Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Royalties; Termination of Agent's Security Interest.

(a) Debtor hereby agrees that any rights to use the Collateral granted hereunder to Agent and its successors, transferees and assigns with respect to all Collateral as described above shall be worldwide (to the extent permitted by applicable law) and without any liability for royalties or other related charges from Lender to Debtor.

(b) This Agreement is made for collateral security purposes only. The term of the security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks assigned hereunder, or (ii) such time as all of the Secured Obligations have been paid in full and the Credit Agreement and Security Agreement have terminated. Upon payment in full of the Secured Obligations and the termination of the Credit Agreement and Security Agreement, the Agent shall, at Debtor's sole cost and expense, promptly execute and deliver to the Debtor all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement, the Security Agreement or the Credit Agreement.

(c) Upon any sale, assignment, lease or other disposition of all or any part of the Collateral permitted by the Security Agreement or in connection with the sale, assignment, lease or other disposition of assets permitted by the Credit Agreement, with application of the proceeds thereof made in accordance with the Credit Agreement, the Agent acknowledges and agrees that the security interest in the Collateral granted hereby shall be released and that it shall execute and deliver to Debtor all termination statements, assignments and other documents and instruments as may be necessary or desirable to fully release the security interest in such Collateral granted hereby.

10. Duties of Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of Debtor's business, to: (a) prosecute diligently any trademark application or service mark application that is material to Debtor's Business and that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, unless the failure to prosecute the same would not reasonably be expected to have a Material Adverse Effect, and (b) apply for trademarks or service marks that are material to Debtor's business, unless the failure to make application would not reasonably be expected to have a Material Adverse Effect. Debtor further agrees (i) not to abandon any Trademark or License without the Agent's prior written consent, unless the abandonment would not reasonably be expected to have a Material Adverse Effect, and (ii) to use its good faith efforts to maintain in full force and effect the Trademarks and Licenses, except where the failure to maintain would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by Debtor.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall, to the extent Debtor retains the right, have the right, but shall in no way be obligated, to bring suit in its own name to enforce or defend the Trademarks and Licenses and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, and to the extent Debtor retains the right, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Debtor shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent). In the event that Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or

shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Debtor, and all moneys so paid out shall be Secured Obligations repayable on demand, together with interest at the rate of interest applicable to U.S. Base Rate Loans under the Credit Agreement.

12. Waivers. Agent's failure, at any time hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith, nor shall any course of dealing between Debtor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Debtor specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies upon the Occurrence of an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that after the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement or the Security Agreement.

14. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable in whole or in part, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement, and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

15. Modification. This Agreement cannot be amended or terminated, except as specifically provided herein or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Debtor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Debtor's or Agent's name, after the occurrence and during the continuance of an Event of Default, to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of Debtor's business connected with the use of, and symbolized by, such Trademarks or Licenses. Debtor hereby ratifies all that such attorney shall

lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and the Security Agreement and Credit Agreement have terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Security Agreement or the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws of the State of Illinois except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any of the Trademarks, are governed by the laws of a jurisdiction other than the State of Illinois.

19. CONSENT TO JURISDICTION. SUBJECT ONLY TO THE EXCEPTION IN THE NEXT SENTENCE, THE DEBTOR AND AGENT HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN ILLINOIS, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN THE PARTIES HERETO OR THE CONDUCT OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURT DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, THE AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL.

20. Notices. All notices or other communications hereunder shall be given in writing in the manner and to the addresses set forth in the Security Agreement.

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

22. Agent's Duty. Agent shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses

against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Debtor and added to the Secured Obligations.

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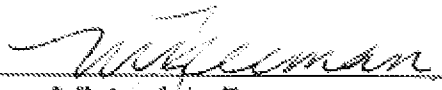
IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first above written.

SOMERSET ENTERTAINMENT INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted and agreed to as of
December 13, 2005, by:

THE TORONTO-DOMINION BANK, as Agent

By: 
Name: Michael L. Brennan
Title: Vice President, Loan Syndications - Agency

By: _____
Name: _____
Title: _____

Schedule A to Trademark Security Agreement

United States Patent and Trademark Office Registrations and Applications

<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Compass Productions	May 17, 2003	78/251,208	August 3, 2004	2,869,465
Elements	April 20, 1999	75/687,125	April 10, 2001	2,441,906
House Party Karaoke	May 9, 2002	78/976,444	n/a	n/a
In Balance	July 20, 2003	78/674,565	n/a	n/a
Just the Hits	September 15, 1998	75/553,105	September 14, 1999	2,278,166
Just The Hits Music Station	August 3, 1998	75/529,637	March 14, 2000	2,328,217
Lifescapes	May 14, 1996	75/164,056	February 24, 1998	2,139,609
Lucky Star Karaoke	August 4, 2005	78/685,928	n/a	n/a
'Tis The Season	January 21, 1999	75/624,936	October 10, 2000	2,392,800

Unregistered Trademarks

5 Star
 5 Star Karaoke
 Absolute Best
 Harvest
 House Party
 Pure Gold
 World Celebration

Schedule B to Trademark Security Agreement

License Agreements

Agreement between Compass Marketing, Inc., a Minnesota corporation, granting the Debtor the exclusive right and license to use the trademark "Megaphone Man", held by Compass Marketing, Inc., for products and services included within the Debtor's business of producing and distributing specialty music through interactive displays (the "Business").

Agreement between Compass Productions, Inc., a Minnesota corporation, and the Debtor, granting Compass Productions, Inc. the exclusive right and license to use the trademark "Lifescapes", registered on February 24, 1998 with the United States Patent and Trademark Office, registration number 2,139,609, solely for products and services other than in connection with the Business.