

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
Telarc International Corporation		12/15/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A.		
Street Address:	445 North Bedford Drive		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1583495	TELARC	
Registration Number:	1584463	TELARC DIGITAL	
Registration Number:	1694087	JAZZ	
Serial Number:	78608917	BREATHE	
Serial Number:	76643074	HEADS UP	
CORRESPONDENCE DATA			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dgrace@loeb.com		
Correspondent Name:	David W. Grace c/o Loeb & Loeb LLP		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4164		
ATTORNEY DOCKET NUMBER:	203767-10002		

CH \$140.00 1583495

NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/
Date:	12/22/2005
Total Attachments: 9 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif	

ACCOMMODATION TRADEMARK SECURITY AGREEMENT

This ACCOMMODATION TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2005 (this "Agreement") is made by Telarc International Corporation, an Ohio corporation ("Grantor"), in favor of HSBC Bank USA, N.A., a national banking association, as the agent (in such capacity, the "Agent") for the Banks (as defined below), with reference to the following:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 24, 2004, among Concord Music Group, Inc., a Delaware corporation (the "Borrower"), the banks identified in the Credit Agreement (the "Banks") and the Agent (including all annexes, exhibits or schedules thereto, as amended prior to the date hereof, the "Original Credit Agreement"), the Banks agreed to certain extensions of credit to the Borrower subject to and in accordance with the terms and conditions of the Original Credit Agreement;

WHEREAS, by that certain Amended and Restated Credit Agreement dated as of December 19, 2005 among the Borrower, the Banks and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Original Credit Agreement has been amended and restated to increase the amount of credit available to the Borrower thereunder to enable the Borrower to consummate the transactions contemplated by the Telarc Acquisition and to finance the operations of the Borrower and the Grantor;

WHEREAS, Grantor is a subsidiary of Borrower and Grantor's music business operates as an integrated whole with the music business of Borrower, and Grantor thus substantially benefits from the making of the loans to Borrower under the Credit Agreement; and

WHEREAS, the Banks are willing to continue to make the Loans as provided for in the Credit Agreement, but only upon the conditions, among others, that (i) Grantor shall have executed and delivered to the Agent, for the benefit of the Agent and the Banks, that certain Accommodation Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Accommodation Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement, to the Agent, for the benefit of the Agent and the Banks.

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 shall have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Agent and the Banks, 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 trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor or any of its Subsidiaries under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

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

4. LIMITATIONS OF OBLIGATIONS. Anything contained in this Agreement to the contrary notwithstanding, the obligations of Grantor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render Grantor's obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of Grantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of Grantor under any

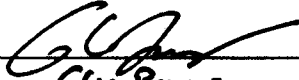
unsecured indebtedness or indebtedness which is otherwise subordinated in right of payment to the obligations arising hereunder, if such indebtedness arises under an agreement which contains a limitation as to maximum amount similar to that set forth in this Section and such agreement also provides that the liability of Grantor under this Agreement is included in the liabilities taken into account in determining the maximum amount of the obligations of Grantor under such other agreement) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights of Grantor pursuant to (i) applicable law or (ii) any agreement providing for an equitable allocation by Grantor of obligations arising under guaranties by Grantor.

5. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to the Agent and the Banks that on the date hereof to Grantor's knowledge, Schedule I hereto is a complete and correct list of all material Trademarks and Licensed Trademarks of Grantor or any of its Subsidiaries and of all material licenses by which Grantor or any of its Subsidiaries licenses any of its Trademarks to any third party.

[Remainder of Page Intentionally Left Blank]

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

TELARC INTERNATIONAL CORPORATION,
an Ohio corporation

By: 
Name: Glen Rocco
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK USA, N.A.
a national banking association, as the Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO
ACCOMMODATION TRADEMARK SECURITY AGREEMENT]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 12-15-05, before me, Renee Lindsey, Notary Public

Date

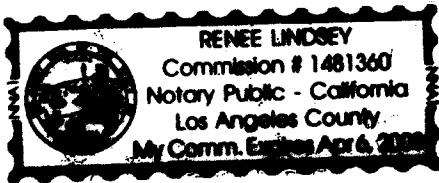
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Glen Barros

Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Renee Lindsey
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

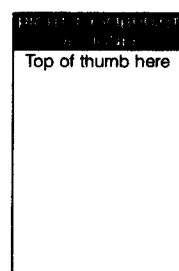
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____


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

TELARC INTERNATIONAL CORPORATION,
an Ohio corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK USA, N.A.
a national banking association, as the Agent

By: 
Name: Dennis Misolich
Title: SVP

*[SIGNATURE PAGE TO
ACCOMMODATION TRADEMARK SECURITY AGREEMENT]*

SCHEDULE 1
TO
ACCOMMODATION TRADEMARK SECURITY AGREEMENT

1. U.S. TRADEMARK REGISTRATIONS

Description of Mark	Registration Number	Registration Date
TELARC	1583495	February 20, 1990
TELARC DIGITAL W/DESIGN	1584463	February 27, 1990
JAZZ (WITH DESIGN)	1694087	June 16, 1992

2. PENDING U.S. TRADEMARK APPLICATIONS

Description of Mark	Filing Date	Class
HEADS UP	July 15, 2005	09
BREATHE	April 14, 2005	

3. FOREIGN TRADEMARK REGISTRATIONS

Description of Mark	Date of Registration	Registration Number	Country
TELARC DIGITAL W/DESIGN	May 5, 1995	301150	Sweden
TELARC & DESIGN	October 16, 1995	690522	Taiwan
TELARC DIGITAL	December 18, 1996	697650	Italy
TELARC	May 5, 1995	TMA442634	Canada
TELARC DIGITAL	September 30, 1994	154610	Austria
TELARC DIGITAL	July 21, 1996	856699	China
TELARC DIGITAL W/DESIGN	February 7, 1996	516441	Mexico

Description of Mark	Date of Registration	Registration Number	Country
TELARC DIGITAL	June 10, 1996	39528068	Germany
TELARC DIGITAL	October 27, 1995	95572157	France
TELARC	June 30, 1997	KOR 59873	Thailand
TELARC	June 3, 1995	5010/95	Singapore
TELARC	October 31, 2000	196168	Russian Federation
TELARC DIGITAL Device	September 1, 2000	193556	Russian Federation
TELARC	April 16, 1992	558081	Taiwan
TELARC	November 11, 1992	144837	Austria
TELARC	July 9, 1992	516729	Benelux
TELARC	August 6, 1993	415317	Canada
TELARC	August 6, 1993	1507143	United Kingdom
TELARC	July 23, 1992	92427876	France
TELARC	October 4, 1993	2046254	Germany
TELARC	July 24, 1992	02592/94	Hong Kong
TELARC	April 21, 1995	649054	Italy
TELARC WITH KATAKANA EQUIVALENT	May 29, 1984	1682201	Japan
TELARC	August 28, 1992	428999	Mexico
TELARC	October 23, 1995	1713483/8	Spain
TELARC	December 17, 1999	A592789	Australia
TELARC	October 8, 1993	252403	Sweden
TELARC	December 17, 1992	403061	Switzerland

Description of Mark	Date of Registration	Registration Number	Country
TELARC	November 8, 1993	278830	Republic of Korea
TELARC	July 21, 1996	856700	China

4. TRADEMARK LICENSES

None.