

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IBJ Whitehall Funding 2002 Trust, as Secured Party		01/28/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	GSC Partners Gemini Fund Limited
Street Address:	300 Campus Drive - Suite 110
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76230560	ELIAS ARTS
Serial Number:	76120352	EFFEKTIVITY
Serial Number:	75497784	EMOTIONAL CAPITAL
Serial Number:	76120351	LET THERE BE SOUND
Serial Number:	75497797	SOUND INTELLIGENCE
Registration Number:	2158353	ELIAS
Registration Number:	1737198	MUSIC WITH VISION
Registration Number:	1886391	SOUND IDENTITY

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.

CH \$215.00 76230560

Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/05/2006

Total Attachments: 5
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ASSIGNMENT, ASSUMPTION AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and among IBJ Whitehall Funding 2002 Trust, as sole Lender under the Credit Agreement identified below (the "Assignor"), GSC Partners Gemini Fund Limited (the "Assignee"), Elias Arts LLC (the "Company") and Elias Arts Holdings LLC ("Holdings"). The Assignee hereby acknowledges its receipt of a copy of the Credit Agreement, as amended by that certain Letter Agreement (the "Letter Agreement"), dated as of January 28, 2003, by and among the Company, Holdings and Mizuho Corporate Bank (USA) (as successor by merger to The Industrial Bank of Japan Trust Company, which is the successor by merger to IBJ Whitehall Bank & Trust Company) (as amended, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

(a) For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, as of the Effective Date, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, the interest in and to all of (i) the Assignor's rights, obligations and Commitments under the Credit Agreement, the Loan Documents and any other documents or instruments delivered pursuant thereto and all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including, to the extent included in any such facilities, letters of credit and swingline loans) and (ii) the rights, powers and privileges referred to in paragraph (c) below (collectively, the "Assigned Interest", and such sale and assignment referred to herein as the "Loan Assignment"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and in the Standard Terms and Conditions, without representation or warranty by the Assignor.

(b) The Assignor also agrees to promptly deliver to the Assignee any tangible personal Collateral securing the Obligations that is currently in the possession of the Assignor (such as stock certificates, notes and the like) and each of the Assignor, the Company and Holdings agrees, upon the reasonable request of the Assignee and at the Assignee's sole expense, to take such additional actions and to execute and deliver such other documents and instruments as the Assignee may reasonably request to effect the Assignee's succession as sole Lender under the Credit Agreement and each of the other Loan Documents. Without limiting the generality of the foregoing, the Assignor hereby assigns to the Assignee all liens and security interest in the Collateral, all of which shall remain in full force and effect and are hereby reaffirmed. The Company and Holdings hereby consent to the sale, transfer and assignment referred to in this Assignment.

(c) The parties hereto agree that this Assignment is deemed to meet all of the requirements of Section 10.04 of the Credit Agreement, notwithstanding anything therein to the contrary.

1. Assignor: IBJ Whitehall Funding 2002 Trust
2. Assignee: GSC Partners Gemini Fund Limited

- 3. Borrower: Elias Arts LLC
- 4. Credit Agreement: The \$10,000,000 Credit Agreement dated as of November 8, 2001 among the Company, Holdings and the sole Lender party thereto.
- 5. Assigned Interest:

<u>Facility Assigned</u>	<u>Aggregate Amount of Commitment/Loans for all Lenders</u>	<u>Amount of Commitment/Loans Assigned</u>	<u>Percentage Assigned of Commitment/Loans¹</u>	<u>Commitment / Loans of Assignor after Assignment</u>	<u>Percentage of Commitment / Loans of Assignor after Assignment</u>
Term Loans	\$5,000,000	\$5,000,000	100%	\$0	0%
Revolving Loans	\$5,000,000	\$5,000,000	100%	\$0	0%


Effective Date: January __, 2003

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

IBJ WHITEHALL FUNDING 2002 TRUST

By: Christiana Bank & Trust Company, not in its individual capacity but solely as Owner Trustee

By: 

Name: **DEBRA A. BALLIET**
Title: **TRUST OFFICER**

ASSIGNEE

GSC PARTNERS GEMINI FUND LIMITED

By: GSCP (NJ), L.P., as Collateral Monitor

By: GSCP (NJ), INC., its General Partner

By: _____
Name:
Title:

It is expressly understood and agreed by the parties hereto that (a) this agreement is executed and delivered by Christiana Bank & Trust Company, not individually or personally, but solely as owner trustee (the "Owner Trustee") of IBJ Whitehall Funding 2002 Trust (the "Trust") under the Trust Agreement, dated as of August 14, 2002, as amended and restated by the Amended and Restated Trust Agreement, dated as of August 29, 2002 (the "Trust Agreement"), between The Industrial Bank of Japan Trust Company, as depositor, and Christiana Bank & Trust Company, as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by Christiana Bank & Trust Company but is made and intended for the purpose for binding only the Trust, (c) except as otherwise provided in the Trust Agreement, nothing herein contained shall be construed as creating any liability on Christiana Bank & Trust Company, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, and (d) except as otherwise provided in the Trust Agreement, under no circumstances shall Christiana Bank & Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this agreement or any other document to which the Trust is a party.

Effective Date: January __, 2003

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

IBJ WHITEHALL FUNDING 2002 TRUST

By: Christiana Bank & Trust Company, not in its individual capacity but solely as Owner Trustee

By: _____

Name:

Title:

ASSIGNEE

GSC PARTNERS GEMINI FUND LIMITED

By: GSCP (NJ), L.P., as Collateral Monitor

By: GSCP (NJ), INC., its General Partner

By:  _____

Name: Thomas V. Inglesby

Title: Managing Director

It is expressly understood and agreed by the parties hereto that (a) this agreement is executed and delivered by Christiana Bank & Trust Company, not individually or personally, but solely as owner trustee (the "Owner Trustee") of IBJ Whitehall Funding 2002 Trust (the "Trust") under the Trust Agreement, dated as of August 14, 2002, as amended and restated by the Amended and Restated Trust Agreement, dated as of August 29, 2002 (the "Trust Agreement"), between The Industrial Bank of Japan Trust Company, as depositor, and Christiana Bank & Trust Company, as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by Christiana Bank & Trust Company but is made and intended for the purpose for binding only the Trust, (c) except as otherwise provided in the Trust Agreement, nothing herein contained shall be construed as creating any liability on Christiana Bank & Trust Company, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, and (d) except as otherwise provided in the Trust Agreement, under no circumstances shall Christiana Bank & Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this agreement or any other document to which the Trust is a party.