

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
Mizuho Corporate Bank (USA), successor in interest to IBJ Whitehall Bank & Trust Company, as Secured Party		01/28/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	IBJ Whitehall Funding 2002 Trust
Street Address:	1251 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Trust:

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

CH \$215.00 76230560

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
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: 3
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ASSIGNMENT, ASSUMPTION AND TRANSFER AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND TRANSFER AGREEMENT (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and among 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) (the "Assignor") as sole Lender under the Credit Agreement identified below, and IBJ Whitehall Funding 2002 Trust (the "Assignee"). 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 Elias Arts LLC (the "Company"), Elias Arts Holdings LLC ("Holdings") and the Assignor (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 the Assignor agrees, upon the reasonable request of the Assignee, 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.

(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: 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)

- 2. Assignee: IBJ Whitehall Funding 2002 Trust and is an Affiliate/Approved Fund
- 3. Borrower: Elias Arts LLC
- 4. Credit Agreement: The \$10,000,000 Credit Agreement dated as of November 8, 2001 among the Company, Holdings, the sole Lender party thereto and the Subsidiary Guarantors named therein.
- 6. 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

MIZUHO CORPORATE BANK (USA) (successor by merger to The Industrial Bank of Japan Trust Company, which is the successor by merger to IBJ Whitehall Bank & Trust Company), as Assignor

By: Lance M. Zarembo
Name: Lance M. Zarembo
Title: Director