

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest Termination		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GSC Partners Gemini Fund Limited, as Secured Party		03/29/2006	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elias Arts Holding LLC		
<b>Street Address:</b>	508 West 26th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2158353	ELIAS	
Registration Number:	2886920	ELIAS ARTS	
Registration Number:	2571754	EMOTIONAL CAPITAL	
Registration Number:	1737198	MUSIC WITH VISION	
Registration Number:	1886391	SOUND IDENTITY	
Registration Number:	2540807	SOUND INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		

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NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/05/2006
Total Attachments: 6 source=30709#page1.tif source=30709#page2.tif source=30709#page3.tif source=30709#page4.tif source=30709#page5.tif source=30709#page6.tif	

## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware limited liability company (the "*Grantor*"), is obligated to WEBSTER BANK, NATIONAL ASSOCIATION (the "*Secured Party*"), and has entered into the Security Agreement, dated as of March \_\_, 2006 (as amended, supplemented or otherwise modified from time to time, the "*Agreement*"), in favor of the Secured Party.

Pursuant to the Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby grant to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: Media & Communications City Place II, 185 Asylum Street, 5<sup>th</sup> Floor, Hartford, CT 06103.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the \_\_\_ day of March, 2006.

ELIAS ARTS HOLDINGS, LLC

By: 

Name:

Title:

DAVID DRUKEN

CEO

TRADEMARK

REEL: 003282 FRAME: 0865

**Schedule 1**  
to  
**Grant of Security Interest (Trademarks)**  
Dated as of October \_\_\_\_, 2005

<b>Trademark</b>	<b>Reg. No. / Serial No.</b>	<b>Registration Date/ Expiration Date</b>
<b>ELIAS</b>	<b>2158353</b>	<b>May 19, 1998 / May 19, 2008</b>
<b>ELIAS ARTS</b>	<b>2886920</b>	<b>September 21, 2004 / September 21, 2014</b>
<b>EMOTIONAL CAPITAL</b>	<b>2,571,754</b>	<b>May 21, 2002 / May 21, 2012</b>
<b>MUSIC WITH VISION</b>	<b>1737198</b>	<b>December 1, 1992, December 1, 2012</b>
<b>SOUND IDENTITY</b>	<b>1886391</b>	<b>March 28, 1995 / March 28, 2015</b>
<b>SOUND INTELLIGENCE</b>	<b>2540807</b>	<b>February 19, 2002 / February 19, 2012</b>



GSCP (NJ), L.P.  
300 Campus Drive, Suite 110  
Florham Park, NJ 07932

PAYOFF LETTER

March 17, 2006

Elias Arts LLC  
508 West 26<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, NY 10001

Re: Payoff of Credit Agreement, dated as of November 8, 2001

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of November 8, 2001, among Elias Arts LLC (the "Company"), Elias Arts Holdings LLC ("Holdings") and GSC Partners Gemini Fund Limited (as amended by the First Amendment, dated as of June 9, 2003, and Second Amendment, dated as of June 21, 2004, the "Existing Credit Agreement").

You have requested GSC Partners Gemini Fund Limited to provide this letter setting forth the total amount (the "Total Payoff Amount") necessary, on and as of March 21, 2006 (or such later date as we otherwise receive payment), to pay all amounts owing to us in connection with the Existing Credit Agreement. If we receive payment on March 21, 2006 and if there is no change in the balance outstanding under the Revolving/Term Loan provided for in Existing Credit Agreement between now and such date, the Total Payoff Amount is \$3,691,985.42. If the payment is made on a later date, the Total Payoff Amount will increase by the sum of \$989.76 (based on balances currently outstanding under the Existing Credit Agreement and assuming that all Loans will bear interest after March 21, 2006 at the Adjusted Base Rate and that such Base Rate will equal the Base Rate in effect on today's date) each subsequent day.

The prepayment of the Total Payoff Amount as set forth above shall constitute payment and satisfaction in full of all amounts owed to us by the Company under the Existing Credit Agreement. Upon our receipt of the Total Payoff Amount, (i) all liabilities and obligations of the Company and its subsidiaries and affiliates to us in respect of the Existing Credit Agreement and all other related documents shall be deemed paid and satisfied in full, and (ii) the Existing Credit Agreement and all related documents to which we are a party shall automatically be deemed terminated and of no further force and effect, except for any indemnification and other provisions of the Existing Credit Agreement which by their terms survive the prepayment and termination of the Existing Credit Agreement and (iii) without limiting the foregoing, all security interests liens and other encumbrances granted to us shall automatically be deemed terminated and released. Upon receipt of the Total Payoff Amount, we authorize the Company and its counsel to file any Uniform Commercial Code termination statements

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and any other release documents as are necessary to effect the termination and release of the interest in the preceding sentence on our behalf.

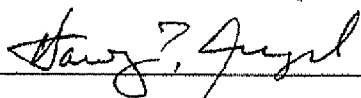
You may pay the Total Payoff Amount to us by Federal funds wire transfer, as follows:

Bank:	Wachovia Bank, N.A. Charlotte, N.C.
ABA No.	053-000-219
For the Account of:	Corporate Trust Income Wiring A/C
Account No.	5000000016439
For Further Credit To:	GSC Partners Gemini Fund
Account No.	1076015404
Reference:	Elias Arts LLC.
Contact Name:	Kevin Stephens
Tel No.	(704) 383-5132

Very truly yours,

GSC PARTNERS GEMINI FUND LIMITED

By: GSCP (NJ), L.P., as Collateral Monitor  
By: GSCP (NJ), INC., its General Partner

By:   
\_\_\_\_\_  
Harvey E. Siegel  
Authorized Signatory  
(Print Name and Title)

ACKNOWLEDGED AND AGREED:

ELIAS ARTS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_