

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest recorded at Reel/Frame No. 3050/0077		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bear Stearns Corporate Lending Inc.		06/27/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S Club Limited (collateral assigned from 19 Recordings Limited)		
<b>Street Address:</b>	Unit 32, Ransomes Dock, 35-37 Parkgate Road		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SW11 4NP		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2868190	S CLUB 7	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	031935-0208 S CLUB		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

OP \$40.00 2868190

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Patricia A. Conner

Signature:

/Patricia A. Conner/

Date:

06/20/2006

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL**

This RELEASE, effective as of June 27, 2005, is made by BEAR STEARNS CORPORATE LENDING INC., ("Bear Stearns"), pursuant to the termination of the Trademark Security Agreement dated as of March 17, 2005 (the "Security Agreement"), by and among, Bear Stearns, 19 Recordings Limited and S Club Limited (collectively, the "Grantors").

**W I T N E S S E T H**

WHEREAS, pursuant to the Security Agreement by and among Grantors and Bear Stearns dated March 17, 2005 and recorded with the U.S. Patent and Trademark Office on March 21, 2005 at Reel/Frame No. 3050/0077, Grantors granted Bear Stearns a security interest in its trademarks, trademark applications and registrations; all common law and other rights in and to the trademarks in the United States, any state thereof and all foreign jurisdictions; all goodwill symbolized by the trademarks; and all rights and interests pursuant to licenses or other contracts in favor of such Grantor pertaining to any trademarks, trademark registrations or trademark rights ("Trademark Collateral");

WHEREAS, Bear Stearns acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Security Agreement;

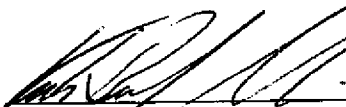
WHEREAS, Grantors have requested that Bear Stearns release its security interest in the Trademarks, as defined in the Security Agreement in connection with the termination of the Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, Bear Stearns hereby RELEASES, without recourse, all of its security interest in the Trademarks, listed on Schedule A attached hereto and incorporated herein by reference, and any other collateral described in the Security Agreement.

Bear Stearns agrees to provide Grantors with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, Bear Stearns has executed this Release as of the date first set forth above.

BEAR STEARNS CORPORATE LENDING INC.

By: 

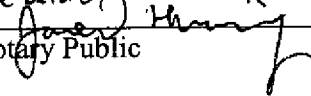
Name: Victor F. Bulzacchelli

Title: Vice President

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_ day of June, 2006, personally appeared \_\_\_\_\_ who, being by me duly sworn, deposes and says that he/she is the \_\_\_\_\_ of Bear Stearns Corporate Lending, Inc., a New York corporation, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

State of NY  
ss  
County of NY  
sworn to me before this 20<sup>th</sup> day of June, 2006  
  
Notary Public

My Commission Expires: JARED T. HOROWITZ  
Notary Public, State of New York  
No. 02HO6142292  
Qualified in New York County  
Commission Expires March 13, 2010

**Schedule A**  
**to the Release of Security Interest in Trademark Collateral**

<b>S Club Limited (formerly owned by 19 Recordings Limited)</b>		
<b>U.S. TRADEMARK REGISTRATIONS</b>		
Trademark	Registration No.	Issue Date
S CLUB 7	2868190	August 3, 2004