

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
Echo Bridge Entertainment, LLC		08/09/2006	LIMITED LIABILITY COMPANY: DELAWARE
Platinum Disc, LLC		08/09/2006	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	BHC Interim Funding II, L.P.		
Street Address:	444 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78734368	ECHO BRIDGE HOME ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	121529-01036		
NAME OF SUBMITTER:	David M. Perry		

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Signature:	/David M. Perry/
Date:	08/18/2006
Total Attachments: 10 source=Echo Bridge Patent and Trademark Security Agreement#page1.tif source=Echo Bridge Patent and Trademark Security Agreement#page2.tif source=Echo Bridge Patent and Trademark Security Agreement#page3.tif source=Echo Bridge Patent and Trademark Security Agreement#page4.tif source=Echo Bridge Patent and Trademark Security Agreement#page5.tif source=Echo Bridge Patent and Trademark Security Agreement#page6.tif source=Echo Bridge Patent and Trademark Security Agreement#page7.tif source=Echo Bridge Patent and Trademark Security Agreement#page8.tif source=Echo Bridge Patent and Trademark Security Agreement#page9.tif source=Echo Bridge Patent and Trademark Security Agreement#page10.tif	

The indebtedness evidenced by this instrument is subordinated to the prior payment in full of the Senior Indebtedness (as defined in the Intercreditor and Subordination Agreement hereinafter referred to) pursuant to, and to the extent provided in the Intercreditor and Subordination Agreement, dated as of August 9, 2006 by and between Ableco Finance LLC, as collateral agent and as administrative agent, and BHC Interim Funding II, L.P., and acknowledged by Echo Bridge Entertainment, LLC and Platinum Disc, LLC.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is dated and made as of August 9, 2006 by Echo Bridge Entertainment, LLC, a Delaware limited liability company ("Parent"), with its principal place of business at 75 Second Avenue, Suite 500, Needham, Massachusetts 02494 and Platinum Disc, LLC, a Minnesota limited liability company ("Platinum") with its principal place of business at 3089 Airport Road, La Crosse, Wisconsin 54602 (each, the "Grantor" and collectively are referred to herein as, the "Grantors"), in favor of BHC Interim Funding II, L.P., a Delaware limited partnership (the "Lender") its principal place of business at 444 Madison Avenue, New York, New York 10022.

RECITALS

WHEREAS, each Grantor is a party to that certain Senior Term Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), dated as of the date hereof by and among the Grantors, each subsidiary of Parent as a guarantor thereunder and Lender, pursuant to which the Lender is concurrently making the Term Loan and certain financial accommodations to the Grantors;

WHEREAS, it is a condition precedent to the effectiveness of the Loan and Security Agreement that the Grantors shall have executed this Agreement and granted the security interest in favor of the Lender, as contemplated hereby; and

WHEREAS, this Agreement is given and is intended to provide additional security for the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan and Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Lender as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

“Obligations” has the meaning assigned thereto in the Loan and Security Agreement.

“Patents” shall mean and include all of each Borrower’s right, title and interest in and to any and all patents owned by each Borrower, including, without limitation, the patents which are the subject of the registrations and applications listed on Exhibit A attached hereto and (a) all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements, (d) all other rights corresponding thereto throughout the world, and (e) all proceeds and products thereof, whether now owned or existing or hereafter acquired.

“Security Interest” has the meaning given in Section 2.

“Trademarks” shall mean and include all of each Borrower’s right, title and interest in and to any and all trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks, service mark applications and collective membership marks owned by Borrowers, including, without limitation, the marks listed on Exhibit B attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements, (d) all other rights corresponding thereto throughout the world, and (e) all proceeds and products thereof, whether now owned or existing or hereafter acquired.

2. Security Interest. To secure the prompt full payment and performance to the Lender of the Borrowers’ Obligations, each Borrower hereby collaterally pledges and grants to Lender, for its benefit, a continuing security interest in and to and lien on the Patents and Trademarks (the “Security Interest”). As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in all of the personal property of the Borrowers.

3. Representations, Warranties and Agreements. Each Borrower hereby represents, warrants and agrees as follows:

(a) Existence; Authority. (a) Parent is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and (b) Platinum is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Minnesota, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of each Borrower.

(b) Patents. Exhibit A accurately lists all issued Patents and pending Patent applications owned by either Borrower as of the date hereof, or to which either Borrower has a

right as of the date hereof to have assigned to it, and accurately reflects the existence and status of such applications and letters patent as of the date hereof. If after the date hereof, either Borrower owns, or has a right to have assigned to it any registered Patents or Patent applications not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrowers shall within 60 days provide written notice to the Lender with a replacement Exhibit A, which upon acceptance by the Lender shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all registered Trademarks and Trademark applications owned by either Borrower as of the date hereof and accurately reflects the existence and status of such applications and registrations as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to either Borrower's or any Affiliate's business(es). If after the date hereof, either Borrower owns any registered Trademarks or Trademark applications not listed on Exhibit B (other than common law marks which are not material to either Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrowers shall promptly provide written notice to the Lender with a replacement Exhibit B, which upon acceptance by the Lender shall become part of this Agreement.

(d) Title. To the best knowledge of each Borrower, each Borrower has absolute title to each Patent and each Trademark owned by it listed on Exhibits A and B, free and clear of all Liens except for the Security Interest and Permitted Encumbrances. Each Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title, except to the extent of shared title which in that case, the Grantors shall promptly notify the Lender, to each such Patent or Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Patents and Trademarks free and clear of all Liens except the Security Interest and Permitted Encumbrances (as defined in the Loan and Security Agreement).

(e) No Sale. Except as otherwise provided herein or in the Loan Documents, no Borrower will sell, assign, transfer, encumber or otherwise dispose of any Patents or Trademarks (other than commercially reasonable licenses) without the Lender's prior written consent except as permitted in the Loan and Security Agreement.

(f) Defense. The Borrowers will, at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Encumbrances.

(g) Maintenance. The Borrowers will, at their own expense, maintain the Patents and the Trademarks to the extent commercially reasonable in its business including, but not limited to, filing applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Borrowers covenant that they will neither abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or

Trademark, nor fail to file any required affidavit or renewal in support thereof, except where commercially reasonable in its business.

(h) Lender's Right to Take Action. If the Borrowers fail to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Lender gives the Borrowers written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrowers notify the Lender that it intends to abandon a Patent or Trademark, the Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf of and in the name, place and stead of the Borrower and may (but need not) take any and all other reasonable actions which the Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrowers shall pay the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Lender at the Default Rate.

(j) Power of Attorney. To facilitate the Lender's taking action under subsection (h) and exercising its rights under Section 6, the Borrowers hereby irrevocably appoint (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Borrowers with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrowers, any and all instruments, documents, applications, financing statements, and other agreements and writings reasonably required to be obtained, executed, delivered or endorsed by the Borrowers under this Section 3, or, reasonably necessary for the Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan and Security Agreement as provided therein and the payment and performance of all Obligations.

4. Borrowers' Use of the Patents and Trademarks. The Borrowers shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default shall have occurred and be continuing.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as

defined in the Loan and Security Agreement, shall occur; or (b) any Borrower shall fail to promptly observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Lender may, at its option, take any or all of the following actions:

(a) The Lender may exercise any or all remedies available under the Loan and Security Agreement, and the Borrowers hereby agree to assign, convey and otherwise transfer title in and to the Patents to the Lender or any transferee of the Lender.

(b) The Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks. The Borrowers shall execute and deliver to the Lender, for the benefit of the Lenders or any such transferee, all such agreements, documents and instruments as may be necessary, in the exercise of the Lender's commercially reasonable judgments, to effect such assignment, conveyance and transfer.

(c) The Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

(d) The Lender shall have, in addition to all of its rights and remedies hereunder, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Trademarks may be located or deemed located.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrowers under this Agreement shall be given in the manner and with the effect provided in the Loan and Security Agreement. The Lender shall not be obligated to preserve any rights the Borrowers may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrowers and the Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrowers and delivered to the Lender, and the Borrowers waive notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or

impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrowers shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


8. CONSENT TO JURISDICTION. THE GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURTS. THE GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. THE GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON THE GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE GRANTOR, AT THE GRANTOR'S ADDRESS AS SET FORTH IN THE LOAN AND SECURITY AGREEMENT (OR AS MOST RECENTLY NOTIFIED BY THE GRANTOR IN WRITING IN ACCORDANCE WITH THE LOAN AND SECURITY AGREEMENT) AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED AS AFORESAID.

9. WAIVER OF JURY TRIAL. THE GRANTOR AND THE LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. THE GRANTOR AND THE LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE GRANTOR AND THE LENDER FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

ECHO BRIDGE ENTERTAINMENT, LLC

By: 
Name: Michael B. Alexander
Title: Managing Member

PLATINUM DISC, LLC

By: Echo Bridge Entertainment, LLC,
its Managing Member


By: 
Name: Michael B. Alexander
Title: Managing Member

BHC INTERIM FUNDING II, L.P.

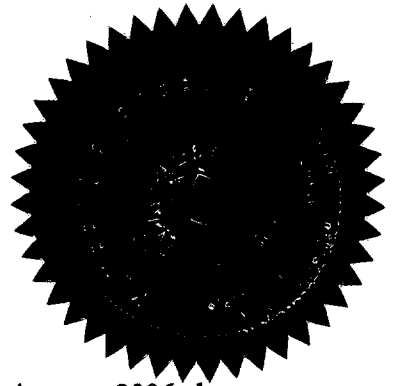
By: BHC Interim Funding Management, L.L.C.,
its General Partner

By: BHC Investors II, L.L.C.,
its Managing Member

By: SHB, L.L.C.

By: 
Name: Steven H. Brooks
Title: Managing Member

STATE OF MASSACHUSETTS)
COUNTY OF Norfolk) ss.:
~~NORTH FOLK~~



The foregoing instrument was acknowledged before me this 2nd day of August, 2006, by Michael B. Alexander, the Managing Member of Echo Bridge Entertainment LLC, a Delaware limited liability company, on behalf of said company.

Kathryn E. Robblee
Notary Public



KATHRYN E. ROBBLEE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 21, 2011

STATE OF MASSACHUSETTS)
COUNTY OF Norfolk) ss.:
~~NORTH FOLK~~

The foregoing instrument was acknowledged before me this 2nd day of August, 2006, by Michael B. Alexander, the Managing Member of Echo Bridge Entertainment, LLC, on behalf of Platinum Disc, LLC, a Minnesota limited liability company.

Kathryn E. Robblee
Notary Public



KATHRYN E. ROBBLEE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 21, 2011

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 7th day of August, 2006, by Steven H. Brooks, a Managing Member of BHC Interim Funding II, L.P. on its behalf.

Richard J. Adago
Notary Public

RICHARD J. ADAGO
Notary Public, State of New York
No. 02AD5034992
Qualified in New York County
Commission Expires Oct. 24, 2006

TRADEMARK

REEL - 003372 FRAME - 0582

EXHIBIT A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS AND APPLICATIONS

Trademarks:

Trademark: ECHO BRIDGE HOME ENTERTAINMENT

Serial No.: 78/734,368

Owner: Platinum Disc, LLC

Error! Unknown document property name.