

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Compendia Acquisition, LLC		07/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bernard National Loan Investors, Ltd.
<b>Street Address:</b>	745 Fifth Avenue, 18th Floor
<b>Internal Address:</b>	c/o DBZ U.S. Advisors, LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10151
<b>Entity Type:</b>	Exempt Company: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1082348	CRITICS CHOICE
Registration Number:	1535955	AMERICA'S 'POPS'
Registration Number:	1552655	AUDIO +
Registration Number:	1513405	CINEDISC
Registration Number:	2793225	COMPENDIA
Registration Number:	2852406	COMPENDIA MUSIC GROUP
Registration Number:	1548067	DIRECT TO DIGITAL
Registration Number:	3059789	LIFE2
Registration Number:	1457272	MAXIPLAY
Registration Number:	1472957	MUSICMATE
Registration Number:	1465290	PRO JAZZ
Registration Number:	1075865	Q

CH \$315.00 1082348

CORRESPONDENCE DATA

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2124074149  
Email: matthew.mayer@thomson.com  
Correspondent Name: Loeb & Loeb LLP  
Address Line 1: 345 Park Avenue  
Address Line 2: attn: Loukia Harris, Legal Assistant  
Address Line 4: New York, NEW YORK 10154

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	09/22/2006

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2006 (this "Agreement") is made by Compendia Acquisition, LLC, a Delaware limited liability company ("Grantor"), in favor of Bernard National Loan Investors, Ltd., as agent (in such capacity, the "Agent") for the Lenders (as defined below), with reference to the following:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 27, 2006, among Grantor, CM, LLC ("CM") and Sheridan Square Entertainment, Inc. ("SSE", together with Grantor and CM, each a "Company" and collectively, the "Companies"), Artemis Classics LLC ("Artemis"), Tone-Cool Records, Corp. ("Tone-Cool"), Musicrama Distribution & Marketing, Inc. ("MDM"), Sheridan Square Ventures I, LLC ("SSV"), Sheridan Square Publishing Group, LLC ("SSP"), VRNA, LLC ("VRNA", together with Companies, Artemis, Tone-Cool, SSV and SSP, collectively, "Obligors"), the lenders identified in the Credit Agreement (the "Lenders") and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Obligors subject to and in accordance with the terms and conditions of the Credit Agreement and the other Basic Documents; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the conditions, among others, that (i) Grantor shall have executed and delivered to the Agent, for the benefit of the Agent and the Lenders, that certain Amended and Restated Security Agreement, dated as of July 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement to the Agent, for the benefit of the Agent and the Lenders;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in

any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor or any of its Subsidiaries under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

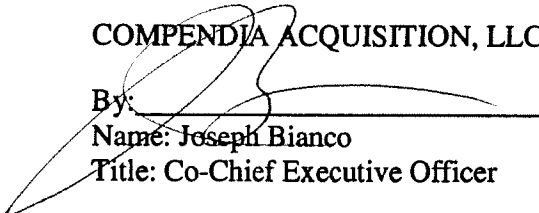
Notwithstanding the foregoing, the Trademark Collateral shall exclude all Trademarks if and to the extent of the grant of a security interest in such Trademarks would, under applicable law, result in the abandonment, invalidation, unenforceability, cancellation or other loss of any right, title or interest of Grantor therein, so long as such restriction exists (which, with respect to intent-to-use Trademark applications, shall be at all times prior to the recording of a statement of use with the United States Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any country or other political subdivision thereof). Upon the elimination of such restriction with respect to any Trademark such Trademark shall automatically become part of the Collateral and subject to the terms of this Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Agent and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to the Agent and the Lenders that on the date hereof: (a) Schedule I hereto accurately and completely lists all of the Trademark applications, Trademark registrations, material unregistered Trademarks and Trademark Licenses in which Grantor holds any right, title or interest; and (b) Grantor holds all right, title and interest to such Trademarks and Trademark Licenses.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPENDIA ACQUISITION, LLC

By: 

Name: Joseph Bianco

Title: Co-Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BERNARD NATIONAL  
LOAN INVESTORS, LTD., as the Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

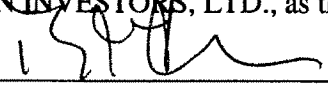
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPENDIA ACQUISITION, LLC

By: \_\_\_\_\_  
Name: Joseph Bianco  
Title: Co-Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BERNARD NATIONAL  
LOAN INVESTORS, LTD., as the Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Perry A. Gruss**  
**Authorized Signatory**





**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Status</b>	<b>U.S. Reg. No.</b>	<b>Date Registered</b>
CRITIC'S CHOICE Design 	Registered	1,082,348	1/17/78
AMERICA'S 'POPS' Design 	Registered	1,535,955	4/18/89
AUDIO + Design 	Registered	1,552,655	8/22/89
CINEDISC Design 	Registered	1,513,405	11/22/88
COMPENDIA	Registered	2,793,225	12/9/03
COMPENDIA MUSIC GROUP Design 	Registered	2,852,406	6/15/04
DIRECT TO DIGITAL	Registered	1,548,067	7/18/89
LIFE2 Design 	Registered	3,059,789	2/21/06
MAXIPLAY	Registered	1,457,272	9/15/87
MUSICMATE	Registered	1,472,957	1/19/88



Mark	Status	U.S. Reg. No.	Date Registered
PRO JAZZ Design 	Registered	1,465,290	11/17/87
Design Only (Musical Staff) 	Registered	1,075,865	10/25/77

**FOREIGN TRADEMARK REGISTRATIONS**

None.

**PENDING U.S. TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.