

## 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
Telarc International Corporation		11/21/2006	CORPORATION: OHIO

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank
Street Address:	131 South Dearborn Street
Internal Address:	6th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-5506
Entity Type:	National Association:

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78608917	BREATHE
Registration Number:	3115850	HEADS UP
Registration Number:	1694087	JAZZ
Registration Number:	1583495	TELARC
Registration Number:	1584463	TELARC DIGITAL

## CORRESPONDENCE DATA

Fax Number: (202)739-3001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 2: Morgan, Lewis &amp; Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

900063290

TRADEMARK  
REEL: 003433 FRAME: 0368

CH \$140.00 78608917

ATTORNEY DOCKET NUMBER:	066397-0366
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	11/22/2006
<p>Total Attachments: 8</p> <p>source=Security Agreement-Telarc Int'l#page1.tif</p> <p>source=Security Agreement-Telarc Int'l#page2.tif</p> <p>source=Security Agreement-Telarc Int'l#page3.tif</p> <p>source=Security Agreement-Telarc Int'l#page4.tif</p> <p>source=Security Agreement-Telarc Int'l#page5.tif</p> <p>source=Security Agreement-Telarc Int'l#page6.tif</p> <p>source=Security Agreement-Telarc Int'l#page7.tif</p> <p>source=Security Agreement-Telarc Int'l#page8.tif</p>	

TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Telarc International Corporation ("Pledgor") now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, 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 thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of November 21, 2006 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Concord Music Group, Inc. (the "Borrower"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association, a national banking association, as administrative agent (the "Administrative Agent"), the Lenders have agreed to make loans to the Borrower. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, Pledgor has granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgor:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Pledgor agrees that (i) if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of Pledgor, the Administrative Agent or the Lenders or (ii) if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event (unless such Pledgor shall itself commence actions reasonably satisfactory to the Administrative Agent in response to such acts), upon thirty (30) days' prior written notice to Pledgor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct

and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders) shall promptly execute and deliver to Pledgor, at Pledgor's expense, without representation (other than with respect to Liens upon such released collateral in favor of the Administrative Agent, for the benefit of itself and the Lenders), warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself and the Lenders) will provide notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of November 21 2006.

PLEDGOR:

TELARC INTERNATIONAL CORPORATION

By 

Name: GLEN BARROS

Title: CHIEF EXECUTIVE OFFICER

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003433 FRAME: 0374

FROM JPMORGAN ENT. IND. GP. FAX#310+860+7260

(MON) 11. 20' 06 15:26/ST. 15:25/NO. 4864015145 P 12

ACCEPTED:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By P. Clark Hallgren

Name:

Title: P. Clark Hallgren

Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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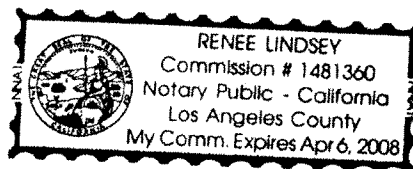
STATE OF California )  
 ) SS.  
COUNTY OF Los Angeles )

On 11-17, 2006, before me, Renee Lindsey, Notary Public,  
personally appeared Glen Barros, ~~personally known to me or~~  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same  
in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renee Lindsey  
SIGNATURE OF NOTARY

[SEAL]



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003433 FRAME: 0376**

Schedule A  
to Trademark Security Agreement  
Telarc International Corporation

TRADEMARKS

**I. UNITED STATES TRADEMARKS**

MARK	SERIAL NO.	REG. NO.	DATE
BREATHE	78/608,917		4/14/05
HEADS UP		3,115,850	7/18/05
JAZZ (STYLIZED)		1,694,087	6/16/92
TELARC DIGITAL (AND DESIGN)		1,584,463	2/27/90
TELARC		1,583,495	2/20/90