

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Bank USA., N.A.		11/21/2006	National Association:
RECEIVING PARTY DATA			
Name:	Telarc International Corporation		
Street Address:	23307 Commerce Park Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1583495	TELARC	
Registration Number:	1584463	TELARC DIGITAL	
Registration Number:	1694087	JAZZ	
Registration Number:	3115850	HEADS UP	
Serial Number:	78608917	BREATHE	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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 & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0366		

CH \$140.00 1583495

NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	11/22/2006
Total Attachments: 6 source=Release-Telarc#page1.tif source=Release-Telarc#page2.tif source=Release-Telarc#page3.tif source=Release-Telarc#page4.tif source=Release-Telarc#page5.tif source=Release-Telarc#page6.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, the Amended and Restated Credit Agreement dated as of December 19, 2005 among Concord Music Group, Inc., a Delaware corporation ("Concord"), the banks identified therein (the "Banks"), and HSBC Bank USA., N.A., a national banking association, as the agent (the "Agent") for the Banks (including all annexes, exhibits or schedules thereto, as amended from time to time, the "Credit Agreement"), provided for certain extensions of credit to Concord.

WHEREAS, pursuant to the terms of the Credit Agreement, the Agent and Telarc International Corporation, an Ohio corporation ("Telarc"), entered into that certain Accommodation Trademark Security Agreement (the "Accommodation Trademark Security Agreement"), dated as of December 19, 2005, and filed with the United States Patent and Trademark Office on or about December 22, 2005, at or near Reel 003215, Frame 0724;

WHEREAS, pursuant to the Accommodation Trademark Security Agreement, Telarc granted to the Agent a security interest in the Trademark Collateral (as defined in the Accommodation Trademark Security Agreement) including, without limitation, a security interest in the trademarks and trademark registrations identified on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, the Agent has agreed to terminate all liens and security interests in the Trademark Collateral and the Trademarks, and to reconvey to Telarc, without recourse, representation or warranty, any and all right, title, and interest it may have in the Trademark Collateral and the Trademarks pursuant to the Accommodation Trademark Security Agreement as herein provided.

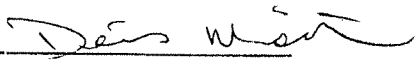
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases, discharges, and relinquishes its liens and security interests in the Trademark Collateral and the Trademarks, and hereby reconveys to Telarc, without recourse, representation or warranty, any and all right, title and interest it may have in the Trademark Collateral and the Trademarks pursuant to the Accommodation Trademark Security Agreement.

[Signature Page Follows]

Date: November 24, 2006

HSBC BANK USA, N.A.,
as Agent

By: 
Name: _____
Title: SVP

Signature to Release of Security Interests in Trademark
Telarc International Corporation

TRADEMARK
REEL: 003433 FRAME: 0402

State of CALIFORNIA

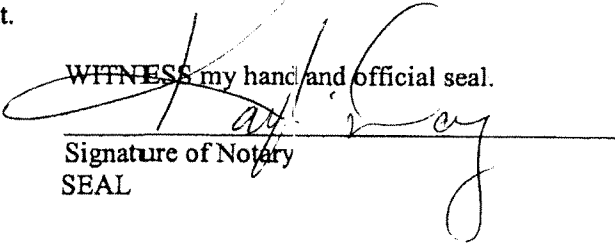
County of LOS ANGELES

On 11/20/06 before me, KAYLI DANG, NOTARY PUBLIC,
personally appeared DENNIS MISETICH,

Name(s) of Signer(s)

 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.


Signature of Notary
SEAL

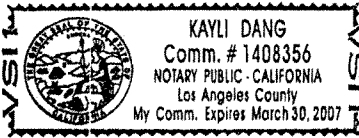


EXHIBIT A

1. U.S. TRADEMARK REGISTRATIONS

Description of Mark	Registration Number	Registration Date
TELARC	1583495	February 20, 1990
TELARC DIGITAL W/DESIGN	1584463	February 27, 1990
JAZZ (WITH DESIGN)	1694087	June 16, 1992

2. PENDING U.S. TRADEMARK APPLICATIONS

Description of Mark	Filing Date	Class
HEADS UP	July 15, 2005	09
BREATHE	April 14, 2005	

Description of Mark	Date of Registration	Registration Number	Country
TELARC DIGITAL	October 27, 1995	95572157	France
TELARC	June 30, 1997	KOR 59873	Thailand
TELARC	June 3, 1995	5010/95	Singapore
TELARC	October 31, 2000	196168	Russian Federation
TELARC DIGITAL Device	September 1, 2000	193556	Russian Federation
TELARC	April 16, 1992	558081	Taiwan
TELARC	November 11, 1992	144837	Austria
TELARC	July 9, 1992	516729	Benelux
TELARC	August 6, 1993	415317	Canada
TELARC	August 6, 1993	1507143	United Kingdom
TELARC	July 23, 1992	92427876	France
TELARC	October 4, 1993	2046254	Germany
TELARC	July 24, 1992	02592/94	Hong Kong
TELARC	April 21, 1995	649054	Italy
TELARC WITH KATAKANA EQUIVALENT	May 29, 1984	1682201	Japan
TELARC	August 28, 1992	428999	Mexico
TELARC	October 23, 1995	1713483/8	Spain
TELARC	December 17, 1999	A592789	Australia
TELARC	October 8, 1993	252403	Sweden
TELARC	December 17, 1992	403061	Switzerland
TELARC	November 8, 1993	278830	Republic of

Description of Mark	Date of Registration	Registration Number	Country
			Korea
TELARC	July 21, 1996	856700	China

4. TRADEMARK LICENSES

None.