

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
Wax Trax Records, Inc.		08/25/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bernard National Loan Investors Ltd., as Agent		
Street Address:	c/o D.B. Zwirn & Co., 745 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	UNKNOWN: UNKNOWN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1678347	WAX TRAX	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	193,983-8		
NAME OF SUBMITTER:	Paul Iannicelli		
Signature:	/Paul Iannicelli/		

CH \$40.00 1678347

Date:

12/15/2006

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WAX TRAX RECORDS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, TEEVEE TOONS, INC., a Delaware corporation (“**TVT**”), has entered into a Loan Agreement dated as of August 25, 2006 (the “**Loan Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan Agreement from time to time, the “**Lenders**”), and **BERNARD NATIONAL LOAN INVESTORS LTD.**, as Agent for the Lenders (in such capacity, “**Secured Party**”); and

WHEREAS, TVT may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders (“**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of August 25, 2006 (the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed certain obligations of TVT; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 25, 2006 (the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral**”):**

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state

thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25th day of AUGUST, 2006.

WAX TRAX RECORDS, INC.

By: _____

Name: _____

Title: _____

[Handwritten signature]
Steven Gottlieb
President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Wax Trax Records, Inc.	Wax Trax	1678347	03/10/1992