



06-26-2007

COMMERCE  
Trademark Office

RECORDATION FORM CC  
TRADEMARKS



103420125

To the Director of the U. S. Patent and Trademark Office: Please recor

ss) below.

6.21.07

1. Name of conveying party(ies):

Koch Entertainment LP

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Toronto-Dominion Bank

Internal

Address: 18th Floor

Street Address: Royal Trust Tower, 77 King Street West

City: Toronto

State: Ontario

Country: Canada Zip: M5K 1A2

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Chartered Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) March 29, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1738085, 1740963, 1740964...

Please see Attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Koch (Registration No. 1,738,085), KOCH INTERNATIONAL (Registration No. 1,740,963),  
KOCH INTERNATIONAL (Registration No. 1,740,964)...

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen G. Janoski

Internal Address: Roylance, Abrams, Berdo & Goodman, LLP

Suite 600

Street Address: 1300 19th Street, N.W.

City: Washington

State: D.C. Zip: 20036

Phone Number: (202) 659-9076

Fax Number: (202) 659-9344

Email Address: SG.Jdocketing@roylance.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Signature

June 21, 2007

Date

06/25/2007 DBYRNE 00000077 1738085

Stephen G. Janoski

Total number of pages including cover sheet, attachments, and document:

100

01 FC:8521  
02 FC:8522  
49-00-01 of Person Signing  
100-00-01

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003569 FRAME: 0059

**SCHEDULE A**

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
UNITED STATES	KOCH	1,738,085
UNITED STATES	KOCH INTERNATIONAL	1,740,963
UNITED STATES	KOCH INTERNATIONAL (Stylized)	1,740,964
UNITED STATES	THE MAJOR ALTERNATIVE	2,674,274
UNITED STATES	THE MAJOR INDEPENDENT	2,713,483

SECURITY INTEREST RECORDATION  
DESIGNATION OF DOMESTIC REPRESENTATIVE

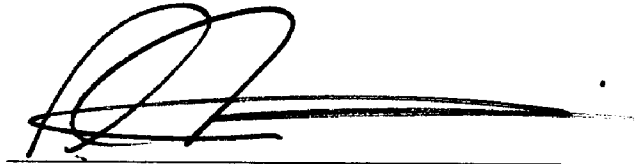
The firm of ROYLANCE, ABRAMS, BERDO & GOODMAN, L.L.P., 1300 19<sup>th</sup> Street, N.W., Suite 600, Washington, D.C. 20036-1649 is hereby the designated representative upon whom notices or process may be served in proceedings affecting the security interest enclosed herewith and/or hereto on behalf of the security interest grantee or receiving party, The Toronto-Dominion Bank.

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the recordation of the security interest enclosed herewith and/or hereto on behalf of the security interest grantee or receiving party, The Toronto-Dominion Bank, declares that he is properly authorized to execute this designation of domestic representative on behalf of the security interest grantee and/or receiving party, The Toronto-Dominion Bank, with full power of substitution and revocation, and to transact all business in the Patent and Trademark Office in connection therewith.

**The Toronto-Dominion Bank**

Date: June 20, 2007

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



Name: Stephen G. Janoski

Title: Attorney, Domestic Representative for  
Security Interest Grantee

## SECURITY AGREEMENT

**SECURITY AGREEMENT**, dated as of March 29, 2007, by Earl Street Capital, Inc., a Delaware corporation ("**Earl Street**"), Koch Entertainment LP, a Delaware limited partnership ("**Koch LP**"), Koch Entertainment GP LLC, a Delaware limited liability company ("**Koch GP**") and Gaylord Production Company, a Delaware corporation ("**Gaylord**", and together with Earl Street, Koch LP and Koch GP and Gaylord, the "**Grantors**"), in favour of The Toronto-Dominion Bank, as administrative agent ("**Administrative Agent**"), for itself and for all of the other lenders from time to time (the "**Lenders**") under the Credit Agreement (as defined below).

### WITNESSETH:

**WHEREAS**, pursuant to that certain credit agreement dated as of the date hereof by and among 4384768 Canada Inc. (collectively, with Earl Street Capital, Inc., the "**Borrowers**"), the other Persons named therein (including the Grantor) as Obligors, the Administrative Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make Accommodations to the Borrowers;

**WHEREAS**, in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents and to induce the Lenders to make Accommodations to the Borrowers as provided for in the Credit Agreement, each Grantor entered into a guarantee and postponement dated as of the date hereof (such guarantee and postponement as it may be amended, supplemented, restated or replaced from time to time, the "**Guarantee**") to and in favour of the Secured Parties (as defined in the Guarantee);

**AND WHEREAS**, each Grantor has agreed to execute and deliver this Agreement to and in favour of the Agent, for itself and for all of the other Lenders, as security for payment and performance of the Obligations.

**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, the parties hereto agree as follows:

1. **Defined Terms.**

- (a) When used herein the terms Account, Certificate of Title, Certificated Securities, Chattel Paper, Commercial Tort Claim, Commodity Account, Commodity Contract, Deposit Account, Document, Electronic Chattel Paper, Equipment, General Intangibles, Goods, Instrument, Inventory, Investment Property, Letter-of-Credit Rights, Payment Intangibles, Proceeds, Promissory Notes, Securities Account, Security Entitlement, Supporting Obligations and Uncertificated Securities have the meaning provided in Article 8 or Article 9, as applicable, of the UCC. Letters of Credit has the meaning provided in Section 5-102 of the UCC. Any reference herein to "**Collateral**" shall, unless the context otherwise

requires, be deemed a reference to "Collateral or any part thereof". The term "**Proceeds**", whenever used herein and interpreted as above, shall, by way of example, include trade-ins, equipment, money, bank accounts, notes, Chattel Paper, Goods, contract rights, Accounts and any other personal property or obligations received when such Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of or dealt with.

- (b) Other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- (c) "**Control Agreement**" means an authenticated record in form and substance reasonably satisfactory to the Collateral Agent, that provides for the Collateral Agent to have "control" (as defined in the UCC) over certain Collateral as provided herein.
- (d) "**Obligations**" means all of the terms, covenants, indebtedness, liabilities, obligations and agreements of any Grantor to the Administrative Agent or any of the Lenders under or in connection with the Credit Agreement or any of the other Loan Documents (including, without limitation, the Guarantee) from time to time, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by any Grantor to the Administrative Agent or any of the Lenders or remaining unpaid by any Grantor to the Administrative Agent or any of the Lenders from time to time in any currency, wherever incurred, and whether incurred by any Grantor alone, or with another or others and whether as principal or surety, guarantor or indemnifier and, in each case, all interest, fees, legal and other costs, charges and expenses relating thereto.
- (e) "**PPSA**" means the *Personal Property Security Act* (Ontario).
- (f) "**Termination Date**" has the meaning ascribed to it in Section 5 of this Security Agreement.
- (g) "**UCC**" means the Uniform Commercial Code as in effect in any applicable jurisdiction.

## 2. **Grant of Lien.**

- (a) To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, each Grantor hereby grants a Lien in and over, and assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of itself and the Lenders, all of its right, title and interest in, to and under, all of the present and future property, assets and undertakings, both real and personal, whether now owned by or owing to, or hereafter acquired by or arising in favour of such Grantor (including under any trade names, styles or

derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including without limitation:

- (i) all Accounts;
  - (ii) all Chattel Paper;
  - (iii) all Documents of Title (including all warehouse receipts, bills of lading and other documents of title, whether negotiable or not);
  - (iv) all General Intangibles;
  - (v) all Intellectual Property;
  - (vi) all Goods (including Inventory, Equipment and Fixtures);
  - (vii) all Securities and Instruments;
  - (viii) all demand, time, savings, passbook or similar accounts maintained with a bank (collectively, "Deposit Accounts") by such Grantor;
  - (ix) all money, cash or cash equivalents of the Grantor; and
  - (x) to the extent not otherwise included, all Proceeds, insurance claims and other rights to payment not otherwise included in the foregoing and products of the foregoing and all Accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.
- (b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce the Administrative Agent and the Lenders as aforesaid, each Grantor hereby grants to the Administrative Agent, for the benefit of itself and the Lenders, a right of setoff (exercisable upon the occurrence and during the continuance of an Event of Default) against the property of such Grantor held by the Administrative Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Administrative Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.
- (c) [Intentionally Omitted].
- (d) The Lien granted hereby shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefore, but upon enforcement of the Lien, any Grantor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (e) Nothing in this Agreement shall constitute a grant of a Lien in, or an assignment or attempted assignment of, and Collateral shall not include, any Securities, contract, licence, permit, franchise agreement or any rights or benefits obtained by or granted to any Grantor pursuant to any contract, licence, permit or franchise agreement which because of the provisions of any such contract, license, permit or franchise agreement or any agreement or contract relating thereto, or because of any law, such Lien or assignment is not permitted or such Lien or assignment requires the consent of a third party, unless such consent has been obtained. In each such case, each Grantor shall promptly, upon written request by the Administrative Agent, use commercially reasonable efforts to obtain the consent of any such third party and to obtain the further assignment by the Administrative Agent to any third party as a result of the exercise by the Administrative Agent of remedies after demand. Upon such consent being obtained or waived, this Agreement shall apply to, and the Collateral shall include, the applicable Securities, contract, licence, permit, franchise agreement or other agreement and to the rights or benefits granted to the applicable Grantor pursuant to any such agreement or contract, without regard to this section and without the necessity of any further assurance to effect such Lien or assignment. Unless and until the consent to the Lien or assignment is obtained as provided above, each Grantor shall, to the extent it may do so at law or pursuant to the provisions of the contract, licence, permit, franchise agreement or interest in question, hold all benefit to be derived from such Securities, contracts, rights, benefits, license, permit or franchise agreements in trust for the Administrative Agent (including, without limitation, such Grantor's beneficial interest in any Securities, contracts, rights, benefits, license, permit or franchise agreements or agreement which may be held in trust for the Administrative Agent by a third party), as additional security for payment of the Obligations and shall deliver up all such benefit to the Administrative Agent, for and on behalf of the Lenders, promptly upon demand by the Administrative Agent after an Event of Default which is continuing.
- (f) Each Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral or the power to transfer rights in the Collateral, (iii) the Lien will attach when such Grantor executes this Security Agreement and delivers the same to the Administrative Agent, and (iv) it has not otherwise agreed to postpone the time of attachment.
- (g) Each Grantor further acknowledges that (i) all Collateral that is Certificated Securities has been delivered to and deposited with the Administrative Agent in bearer form, or in registered form duly endorsed in blank to the Administrative Agent, allowing the Administrative Agent to obtain Control over the Certificated Securities, and (ii) such Grantor has delivered all necessary consents, Control Agreements, or other documents which may be required to effect the transfer of Control and of all Collateral that is Investment Property to the Administrative Agent.

3. **Administrative Agent's and Lenders' Rights; Limitations on Administrative Agent's and Lenders' Obligations.**

- (a) It is expressly agreed by each Grantor that, anything herein or in any other Loan Document to the contrary notwithstanding, such Grantor shall remain liable under its respective contractual obligations, including all licenses, to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any contractual obligation by reason of or arising out of this Security Agreement or any other Loan Document or the granting herein of a Lien thereon or the receipt by the Administrative Agent or any Lender of any payment relating to any contractual obligation pursuant hereto. Neither the Administrative Agent nor any Lender shall be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any contractual obligation, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contractual obligation, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.
- (b) At any time after an Event of Default has occurred and is continuing, without prior notice to any Grantor, the Administrative Agent may notify each Grantor's Account debtors and all other Persons obligated on any of the Collateral that the Administrative Agent has a security interest therein, and that payments shall be made directly to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders. Upon the request of the Administrative Agent, each Grantor shall so notify its Account debtors and other Persons obligated on the Collateral. Once any such notice has been given to any Account debtor or other Person obligated on the Collateral, no Grantor shall give any contrary instructions to such Account debtor or other Person without the Administrative Agent's prior written consent.
- (c) After an Event of Default has occurred and is occurring, the Administrative Agent may at any time in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with Account debtors, parties to contractual obligations, obligors in respect of Instruments and obligors in respect of Chattel Paper to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper and/or payment intangibles. If a Default or an Event of Default shall have occurred and is continuing, each Grantor, at its own expense, shall cause the independent chartered accountants then engaged by such Grantor to prepare and deliver to the Administrative Agent and each Lender at any time and from time to time promptly upon the Administrative Agent's



request the following reports with respect to such Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as the Administrative Agent may request. Each Grantor, at its own expense, shall deliver to the Administrative Agent the results of each physical verification, if any, which such Grantor may in its discretion have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory.

4. **Representations and Warranties.** Each Grantor represents and warrants that:

- (a) Such Grantor's correct legal name is as set forth in the preamble to this Agreement and no Grantor has a French form of name.
- (b) Such Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all Liens other than Permitted Liens.
- (c) As of the Closing Date, no effective (i) security agreement, (ii) financing statement, (iii) equivalent security or Lien instrument or (iv) continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by such Grantor in favour of the Administrative Agent pursuant to this Security Agreement or the other Loan Documents or (ii) in connection with any other Permitted Liens.
- (d) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements in the applicable jurisdictions set out in Schedule 8.1(f) of the Credit Agreement, a perfected Lien in favour of the Administrative Agent, for the benefit of itself and the Lenders, on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC or its equivalent legislation in other jurisdictions. Such Lien is prior to all other Liens, except Permitted Liens that would be prior to Liens in favour of the Administrative Agent for the benefit of itself and the Lenders as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from such Grantor (other than purchasers and lessees of Inventory in the ordinary course of business and non-exclusive licensees of Intangibles in the ordinary course of business). No authorization, approval or consent is required to be obtained from any Governmental Authority or other Person for the grant of the security interest herein, the perfection thereof or the exercise by the Administrative Agent of its rights and remedies hereunder.
- (e) Such Grantor has no interest in, or title to, any registered Intellectual Property except as set forth in Schedule I hereto. This Security Agreement is effective to create a valid and continuing Lien on and, upon filing of this Security Agreement with the Canadian Intellectual Property Office and/or the United States Copyright Office and/or the United States Patent and Trademark Office and of the financing

statements pursuant to the UCC (and its equivalent legislation in other jurisdictions) in the applicable jurisdictions set out in Schedule 8.1(f) of the Credit Agreement, perfected Liens in favour of the Administrative Agent on such Grantor's registered Intellectual Property and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from such Grantor. Upon completion of the filings referred to in the immediately preceding sentence, all action necessary or desirable to protect and perfect the Administrative Agent's Lien on such Grantor's registered Intellectual Property shall have been duly taken.

5. **Covenants.** Without limiting any Grantor's covenants and agreements contained in the Credit Agreement and the other Loan Documents, each Grantor covenants and agrees with the Administrative Agent, for the benefit of itself and the Lenders, that from and after the date of this Security Agreement and until such time as all of the Obligations of such Grantor to the Administrative Agent, for the benefit of itself and the Lenders, have been indefeasibly paid in full (the "**Termination Date**"):

(a) **Further Assurances; Pledge of Instruments; Chattel Paper.**

- (i) At any time and from time to time, upon the written request of the Administrative Agent and at the sole expense of the Grantors, each Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Administrative Agent may reasonably deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) subject to Section 2(e) hereof, secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Administrative Agent of any contractual obligation, including any license, held by such Grantor and to enforce the security interests granted hereunder; (B) filing any financing or continuation statements or amendments under Applicable Law with respect to the Liens granted hereunder or under any other Loan Document; and (C) executing and delivering such other instruments and documents required to give Control of any Investment Property included in the Collateral to the Administrative Agent, including through a Control Agreement, in form and substance satisfactory to the Administrative Agent, executed by the Grantor, any Securities Intermediary and any issuer of any Investment Property included in the Collateral or a Securities Account to which any Investment Property included in the Collateral is credited.
- (ii) Each Grantor shall, promptly upon the request of the Administrative Agent, (A) deliver (or cause to be delivered) to the Administrative Agent any and all Instruments, Certificated Securities (duly endorsed or with such power of attorney that the Administrative Agent requests in order to obtain Control over such Certificated Securities), Certificates of Title and

Chattel Paper included in or relating to the Collateral as the Administrative Agent may specify in its request, (B) acting reasonably, provide to the Administrative Agent a complete and accurate copy of each statement, confirmation, notice, proxy statement, proxy and other communication relating to any Intangible or Investment Property included in the Collateral and received by such Grantor from any Person (including any Securities Intermediary or broker) obligated with respect to such Investment Property, and (C) deliver to any Securities Intermediary designated by the Administrative Agent any Certificated Securities included in the Collateral (together with each endorsement or power of attorney that such Securities Intermediary requests to accomplish the assignment or other transfer of such Certificated Security to such Securities Intermediary) and instruct such Securities Intermediary to hold such Certificated Security for the account of the Administrative Agent and until such delivery, hold such Certificated Security in trust for the Administrative Agent and cause any security interest in any Intangible or Investment Property included in the Collateral that is not represented by Certificated Security to be registered or otherwise reflected in the name of the Administrative Agent or any other Person designated by the Administrative Agent.

- (iii) No Grantor shall (i) modify, terminate, or attempt or agree to otherwise incur any obligation to modify or terminate, any Control Agreement or any contract with a Securities Intermediary under which any Securities Account included in the Collateral is established or maintained, (ii) give Control of any Investment Property included in the Collateral to any Person other than the Administrative Agent, whether by entering into any agreement, instrument or document with a Securities Intermediary for the purpose of giving a Person other than the Administrative Agent Control of any Investment Property, or (iii) at any time after an Event of Default has occurred and is occurring, withdraw any Money or other property from any Securities Account included in the Collateral.
  - (iv) Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file any financing statements or continuation statements or amendment (or the applicable equivalent thereof) without the signature of such Grantor to the extent permitted by law.
- (b) **Maintenance of Records.** Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral.

(c) **Covenants Regarding Intellectual Property.**

- (i) Each Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the Canadian Intellectual Property Office or the United States Patent and Trademark Office or the United States Copyright Office or any court) regarding such Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same.
  - (ii) Each Grantor shall execute and deliver any and all intellectual property security agreements as the Administrative Agent may request to evidence the Administrative Agent's Lien on all Intellectual Property, and the Intangibles of such Grantor relating thereto or represented thereby.
  - (iii) Each Grantor shall take all actions necessary or requested by the Administrative Agent, acting reasonably, to maintain and pursue (and not abandon) each application, to obtain the relevant registration and to maintain the registration of the Intellectual Property (now or hereafter existing), including the filing of applications for renewal, affidavits or declarations of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, unless such Grantor shall determine that such Intellectual Property is not material to the conduct of its business.
- (d) **Limitation on Liens on Collateral.** Each Grantor will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is necessary to remove, any Lien on any of the Collateral except Permitted Liens, and will defend the right, title and interest of the Administrative Agent and the Lenders in and to any of the Grantor's rights under the Collateral against the claims and demands of all Persons whomsoever.
- (e) **Further Identification of Collateral.** Each Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor shall use commercially reasonable efforts to promptly notify the Administrative Agent in writing upon acquiring any interest hereafter in property that is of a type where a security interest or lien must be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

- (f) **Terminations; Amendments Not Authorized.** Each Grantor acknowledges that it is not authorized to file any amendment with respect to any financing statement filed in favour of the Administrative Agent without the prior written consent of the Administrative Agent and agrees that it will not do so without the prior written consent of the Administrative Agent except to preserve, protect or extend the Administrative Agent's perfected Lien in the Collateral.
  - (g) **Use of Collateral.** Each Grantor will do nothing to impair the rights of the Administrative Agent in any of the Collateral.
  - (h) **Registration of Securities.** The Administrative Agent may have any Securities or Investment Property registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such Securities or Investment Property may at any time have, provided that until an Event of Default has occurred and is continuing, each Grantor will be entitled to exercise, in a manner not prejudicial to the interests of the Administrative Agent or which would violate or be inconsistent with this Agreement, all voting power from time to time exercisable in respect of the Securities or Investment Property of such Guarantor. The Administrative Agent shall not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise of such rights, except where such loss results from the gross negligence or willful misconduct of the Administrative Agent. Each Grantor shall from time to time forthwith upon the request of the Administrative Agent deliver to the Administrative Agent those Securities or Investment Property requested by the Administrative Agent duly endorsed for transfer to the Administrative Agent or its nominee to be held by the Administrative Agent subject to the terms of this Agreement.
6. **Administrative Agent's Appointment as Attorney-In-Fact.** On the Closing Date, each Grantor shall execute and deliver to the Administrative Agent a power of attorney (the "**Power of Attorney**") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the Termination Date or other release of the Grantor from its obligations hereunder. The powers conferred on the Administrative Agent, for the benefit of itself and the Lenders, under the Power of Attorney are solely to protect the Administrative Agent's interests (for the benefit of itself and the Lenders) in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) the Administrative Agent shall account for any moneys received by the Administrative Agent in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that none of the Administrative Agent nor any Lender shall have any duty as to any Collateral, and the Administrative

Agent and Lenders shall be accountable only for amounts they actually receive as a result of the exercise of such powers. NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO THE GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

**7. Remedies; Rights Upon Default.**

- (a) Upon the occurrence of and during the continuance of any Event of Default, the Administrative Agent may appoint or reappoint by instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of the Administrative Agent or not, to be an interim receiver, receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her/its stead. Any such Receiver shall, so far as concerns responsibility for his/her/its acts and to the extent permitted by Applicable Law, be deemed the agent of the applicable Grantor and not the Administrative Agent or any of the Lenders, and neither the Administrative Agent nor any Lender shall be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver or his/her/its servants, agents or employees. Subject to the provisions of the instrument appointing him/her/it, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of any Grantor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including each Grantor, enter upon, use and occupy all premises owned or occupied by any Grantor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the applicable Grantor's business or as security for loans or advances to enable the Receiver to carry on a Grantor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Administrative Agent, all money received from time to time by such Receiver in carrying out his/her/its appointment shall be received in trust for and be paid over to the Administrative Agent. Every such Receiver may, in the discretion of the Administrative Agent, be vested with all or any of the rights and powers of the Administrative Agent.

- (b) Upon and during the continuance of any Event of Default, the Administrative Agent may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Section 7(a).
- (c) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and, the Administrative Agent also may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Administrative Agent may seem reasonable and in compliance with applicable law.
- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between each Grantor and the Administrative Agent and any Lender, and in addition to any other rights the Administrative Agent or the Lenders may have at law or in equity, the Administrative Agent shall have, both before and after the occurrence of any Event of Default, all rights and remedies of a secured party under the UCC and its equivalent legislation in other jurisdictions. However, the Administrative Agent shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Administrative Agent or the Lenders shall not have any obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in either the Administrative Agent's or any Lender's possession, and shall not be liable or accountable for failure to do so.
- (e) Each Grantor acknowledges that, after and during the continuance of an Event of Default, the Administrative Agent or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and each Grantor agrees upon request from the Administrative Agent or any such Receiver to assemble and deliver possession of Collateral and make it available to the Administrative Agent at a place or places designated by the Administrative Agent which are reasonably convenient to the Administrative Agent and such Grantor, whether at such Grantor's premises or elsewhere. Without limiting the foregoing, the Administrative Agent shall also have the right to require that each Grantor store and keep any Collateral pending further action by the Administrative Agent or any Receiver appointed by it, and while Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain Collateral in good condition. To the maximum extent permitted by Applicable Law, each Grantor waives all claims, damages, and demands against the Administrative Agent, any Lender or any Receiver appointed by the Administrative Agent arising out of the repossession, retention or sale of the Collateral except such as arise solely out of

the gross negligence or willful misconduct of the Administrative Agent, any Lender or any Receiver appointed by the Administrative Agent as finally determined by a court of competent jurisdiction. The Administrative Agent will give the applicable Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the UCC or its equivalent legislation in other jurisdictions. Notwithstanding any such notice of sale, the Administrative Agent shall not be obligated to make any sale of Collateral. In connection with any sale, lease, license or other disposition of Collateral, the Administrative Agent may disclaim any warranties that might arise in connection therewith and the Administrative Agent shall have no obligation to provide any warranties at such time. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any legal fees or other expenses incurred by the Administrative Agent or any Lender to collect such deficiency.

- (f) Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.
- (g) To the extent that Applicable Law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent (i) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation (vi) to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the



Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 7(g) is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would not be commercially unreasonable in the Administrative Agent's exercise of remedies against any Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7(g). Without limitation upon the foregoing, nothing contained in this Section 7(g) shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by Applicable Law in the absence of this Section 7(g).

- (h) Neither the Administrative Agent nor any Lender shall be required to make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other Obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations. The Administrative Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with each Grantor, debtors of each Grantor, any other Person, sureties and others and with Collateral and other security as the Administrative Agent may see fit without prejudice to the liability of any Grantor or the Administrative Agent's right to hold and realize the Lien granted hereunder. Furthermore, without limiting any other provision hereof, after and during the continuance of an Event of Default, the Administrative Agent may demand, collect and sue on Collateral in either any Grantor's or the Administrative Agent's name, at the Administrative Agent's option, and may endorse the applicable Grantor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral. Nothing herein contained shall in any way obligate the Administrative Agent to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Obligations.

8. **Grant of License to Use Property.** For the purpose of enabling the Administrative Agent to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, lease, license, assign, give an option or options to purchase or otherwise dispose of Collateral) at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent, for the benefit of itself and Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property now owned or

hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof and an irrevocable license (exercisable without payment of rent or other compensation to such Grantor) to use and occupy all real estate owned or leased by such Grantor.

9. **Limitation on Administrative Agent's and Lenders' Duty in Respect of Collateral.** The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property. The Administrative Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other agent or bailee selected by the Administrative Agent in good faith.
10. **No Waiver.** No delay or omission by the Administrative Agent in exercising any right or remedy hereunder or with respect to any of the Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Administrative Agent may remedy any default by any Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by any Grantor. All rights and remedies of the Administrative Agent granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
11. **Waiver of Protest.** Each Grantor waives protest of any Instrument constituting Collateral at any time held by the Administrative Agent on which the Grantor is in any way liable and, subject to Section 7(e) hereof, notice of any other action taken by the Administrative Agent, each to the extent permitted by Applicable Law.
12. **Reinstatement.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against each Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee or similar Person be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or

otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

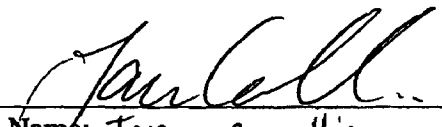
13. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.
14. **Limitation by Law.** All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling, and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.
15. **Release.** The security interest granted hereunder shall be automatically released, without further action by the Administrative Agent or the Lenders, from any of the collateral (but not the Proceeds thereof) which is disposed of by any Grantor in compliance with the terms of the Credit Agreement.
16. **Amalgamation.** Each Grantor acknowledges and agrees that, in the event it amalgamates with any other company or companies, it is the intention of the parties hereto that the term "Grantor", when used herein, shall apply to each of the amalgamating companies and to the amalgamated company, such that the Lien granted hereby:
  - (a) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
  - (b) shall secure all "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Administrative Agent and Lenders at the time of amalgamation and all "Obligations" of the amalgamated company to the Administrative Agent and the Lenders thereafter arising. The Lien shall attach to all "Collateral" owned by each company amalgamating with each Grantor, and by the amalgamated company, at the time of the amalgamation, and shall attach to all "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

17. **Termination of this Security Agreement.** Subject to Section 12 hereof, this Security Agreement shall terminate upon the Termination Date.
18. **Successors and Assigns.** This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no Grantor may assign any of its rights or obligations hereunder without the written consent of the Lenders as provided for in the Credit Agreement. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of itself and Lenders, hereunder.
19. **Counterparts.** This Security Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one in the same instrument. This Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. This Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Administrative Agent, electronic means, all of which shall be equally valid.
20. **Applicable Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.
21. **Headings.** Section headings are included herein for convenience of reference only and shall not constitute a part of this Security Agreement for any other purposes or be given substantive effect.
22. **Benefit of Lenders.** All Liens granted or contemplated hereby shall be for the benefit of the Administrative Agent and the Lenders, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Credit Agreement.

[The remainder of this page intentionally left blank.]

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

EARL STREET CAPITAL, INC.

Per:   
Name: James Corsellis  
Title: Secretary

Per: \_\_\_\_\_  
Name:  
Title:

*(Signature Page to U.S. General Security Agreement)*

**KOCH ENTERTAINMENT LP, by its  
general partner, Koch Entertainment GP  
LLC**

Per: \_\_\_\_\_



Name: Peter Pigott  
Title: Secretary

Per: \_\_\_\_\_


Name:

Title:

*(Signature Page to U.S. General Security Agreement)*

**KOCH ENTERTAINMENT GP LLC**

Per: \_\_\_\_\_

  
Name: Peter Pigott  
Title: Secretary


Per: \_\_\_\_\_

Name:  
Title:

*(Signature Page to U.S. General Security Agreement)*

**GAYLORD PRODUCTION COMPANY**

Per: \_\_\_\_\_

  
Name: Peter Pigott  
Title: Secretary

Per: \_\_\_\_\_

Name:  
Title:

*(Signature Page to U.S. General Security Agreement)*



## EXHIBIT "A"

### POWER OF ATTORNEY

This Power of Attorney is executed and delivered by Earl Street Capital, Inc., a Delaware corporation ("**Earl Street**"), Koch Entertainment LP, a Delaware limited partnership ("**Koch LP**"), Koch Entertainment GP LLC, a Delaware limited liability company ("**Koch GP**") and Gaylord Production Company, a Delaware corporation ("**Gaylord**", and together with Earl Street, Koch LP and Koch GP and Gaylord, the "**Grantors**"), to The Toronto-Dominion Bank, as administrative agent (hereinafter referred to as "**Attorney**") for itself and for all of the other lenders from time to time (the "**Lenders**") under a Credit Agreement and a Security Agreement, both dated as of March 29, 2007, and other related documents (as such documents may be amended, amended and restated, supplemented or otherwise modified, the "**Loan Documents**"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from any Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and each Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or cancelled by any Grantor without Attorney's written consent.

Each Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as such Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, each Grantor hereby grants to Attorney the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, and at any time, to do the following: (a) change the mailing address of such Grantor, open a post office box on behalf of such Grantor, open mail for such Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of such Grantor; (b) effect any repairs to any asset of such Grantor, or continue to obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other Liens levied or placed on or threatened against such Grantor or its property; (d) defend any suit, action or proceeding brought against such Grantor if such Grantor does not defend such suit, action or proceeding or if Attorney believes that such Grantor is not pursuing such defence in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may

deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to such Grantor whenever payable and to enforce any other right in respect of such Grantor's property; (f) cause the independent chartered accountants then engaged by such Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any contract with regard to the assignment of the right, title and interest of such Grantor in and under the contract and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without such Grantor's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as Administrative Agent may deem appropriate, and to execute in such Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature; (i) execute, in connection with any sale provided for in any Loan Document, any endorsements, assignments or other instruments of conveyance or transfer with respect to any collateral subject to the Loan Documents and to otherwise direct such sale or resale; (j) exercise the rights of such Grantor with respect to the obligation of all account debtors to make payment or otherwise render performance to such Grantor; (k) exercise the rights of such Grantor to, and take any and all actions that Attorney deems appropriate to realize the benefit of, any intellectual property; and (l) assert any claims such Grantor may have, from time to time, against any other party to any contract to which such Grantor is a party and to otherwise exercise any right or remedy of such Grantor thereunder, all as though Attorney were the absolute owner of the property of such Grantor for all purposes, and to do, at Attorney's option and such Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon such Grantor's property or assets and Attorney's liens thereon, all as fully and effectively as such Grantor might do. Each Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

THIS POWER OF ATTORNEY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

*[signature page to follow]*

IN WITNESS WHEREOF, this Power of Attorney is executed by the Grantor pursuant to the authority of its board of directors as of the date first above written.

**EARL STREET CAPITAL, INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

*(Signature Page to POA re: U.S. GSA)*

**KOCH ENTERTAINMENT LP, by its  
general partner, Koch Entertainment GP  
LLC**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

*(Signature Page to POA re: U.S. GSA)*

**KOCH ENTERTAINMENT GP LLC**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

*(Signature Page to POA re: U.S. GSA)*

**GAYLORD PRODUCTION COMPANY**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

*(Signature Page to POA re: U.S. GSA)*

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

**Intellectual Property**

See attached

US2000 9876774.4 53046-341 146

**TRADEMARK**  
**REEL: 003569 FRAME: 0089**

US INTELLECTUAL PROPERTY

~~Koch ENTERTAINMENT LIMITED PARTNERSHIP~~

~~Trade-Marks: none found~~

~~Copyrights: none found~~

~~Patents: none found~~

~~Koch ENTERTAINMENT GP LLC~~


~~Trade-Marks: none found~~

~~Copyrights: none found~~

~~Patents: none found~~

Koch ENTERTAINMENT LLC

Trade-Marks

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status
IN THE PAINT	75/936843	2537744	Mar. 4, 2000	Feb. 12, 2002	REGISTERED ✓
COMBAT RECORDS SEEK.STRIKE.DESTROY. DESIGN 	78/650102		Jun. 14, 2005		ABANDONED
COMBAT RECORDS	78/608728		Apr. 14, 2005		ABANDONED
AMERICAN KIDS PRESENTS	78/353639		Jan. 19, 2004		ABANDONED

Copyrights

Title	Owners	Registration #	Registration Date
Beth Hart : live at the Paradiso	Koch Entertainment, LLC	PA-1-294-965	Jul. 18, 2005
Car fulla white boys / Haystack	Koch Entertainment, LLC (on sound recording)	SR-271-511	Apr. 13, 2001



Title	Owners	Registration #	Registration Date
Pokemon 2 BA master	Nintendo of America, Inc., Koch Entertainment, LLC, 4Kids Entertainment, Inc.	SR-275-339	Jul. 19, 2000
Winter birds / Seely	Koch Entertainment, LLC (on recording)	SR-279-264	Apr. 11, 2000
The Crow Salvation : original motion picture soundtrack	Koch Entertainment, LLC (on compilation of sound recordings)	SR-280-123	Apr. 11, 2000
The hamsterdance song / Hampton the Hamster	Koch Entertainment, LLC (on recording)	SR-283-749	Sep. 12, 2000
Pictures from life's other side / Johnny Dowd	Koch Entertainment, LLC (on sound recording)	SR-285-021	Sep. 7, 2000
Diary of a mod housewife / Amy Rigby	Koch Entertainment, LLC (on sound recording)	SR-285-750	Sep. 13, 2000
And all the colors / Ian Moore	Koch Entertainment, LLC (on recording)	SR-288-466	Jul. 23, 2001
Thong songs	Koch Entertainment, LLC (on compilation)	SR-288-595	Jul. 30, 2001
Diary of a mod housewife / Amy Rigby	Koch Entertainment, LLC (on recording)	SR-288-623	Jul. 23, 2001
Latest thing / the Nixons	Koch Entertainment, LLC (on recording)	SR-288-624	Jul. 23, 2001
Something nasty / Uncle Luke	Koch Entertainment, LLC (on sound recording)	SR-288-690	Jun. 18, 2001
Blackwater Park / Opath	Koch Entertainment, LLC (on sound recording)	SR-288-765	Jul. 23, 2001
Hempin' ain't easy / B-Legit	Koch Entertainment, LLC (on sound recording)	SR-289-045	Jul. 23, 2001
Ain't life grand? / Slash's Snakepit	Koch Entertainment, LLC (on words, music & sound recording)	SR-289-046	Jul. 23, 2001
Smoke this / Lynch Mob	Koch Entertainment, LLC (on sound recording)	SR-289-047	Jul. 23, 2001
Hampsterdance : the album / Hampton the Hamster	Koch Entertainment, LLC (on words, music & sound recording)	SR-289-048	Jul. 23, 2001

Title	Owners	Registration #	Registration Date
The mothership / Mo Thugs	Koch Entertainment, LLC (on sound recording)	SR-289-050	Jul. 23, 2001
Never let the bastards wear you down / Dee Snider	Koch Entertainment, LLC (on sound recording)	SR-289-051	Jul. 23, 2001
Midian / Cradle of Filth	Koch Entertainment, LLC (on sound recording)	SR-289-053	Jul. 23, 2001
Makoce waken / Red Thunder	Koch Entertainment, LLC (on sound recording)	SR-289-054	Jul. 23, 2001
Series 7: music from the motion picture / featuring original music by Girls Against Boys	Koch Entertainment, LLC (on sound recording)	SR-289-056	Jul. 23, 2001
Latest thing / the Nixons	Koch Entertainment, LLC (on recording)	SR-293-819	Mar. 28, 2001
5th dog let loose / Flesh-N-Bone	Koch Entertainment, LLC (on recording)	SR-293-820	Mar. 28, 2001
Dr. CC / Clarence Carter	Koch Entertainment, LLC (on recording)	SR-293-836	Mar. 28, 2001
Evergreen boy	Koch Entertainment, LLC (on recording)	SR-293-837	Mar. 28, 2001
The evil powers of rock n roll / Supersuckers	Koch Entertainment, LLC (on recording)	SR-293-838	Mar. 28, 2001
Noisy pipes, lovely noises	Koch Entertainment, LLC (on recording)	SR-293-839	Mar. 28, 2001
Diggity's millennium / Diggity Devon	Koch Entertainment, LLC (on recording)	SR-293-844	Mar. 28, 2001
How to think like Leonardo da Vinci, the classical genius : vol. 1	Koch Entertainment, LLC (on compilation of recording)	SR-293-846	Mar. 28, 2001
And all the colors / Ian Moore	Koch Entertainment, LLC (on recording)	SR-293-847	Mar. 28, 2001
Lexicon of live / ABC	Koch Entertainment, LLC (on recording)	SR-293-849	Mar. 28, 2001
Boys don't cry	Koch Entertainment, LLC (on sound recording)	SR-293-851	Mar. 28, 2001

Title	Owners	Registration #	Registration Date
Pokemon the first movie : original motion picture score	Koch Entertainment, LLC (on compilation of sound recordings)	SR-294-598	Mar. 28, 2001
Babymother : music from the motion picture soundtrack	Koch Entertainment, LLC (on compilation of sound recordings)	SR-294-599	Mar. 28, 2001
Free the West Memphis 3	Koch Entertainment, LLC (on compilation of sound recordings)	SR-294-604	Mar. 28, 2001
Hempin' ain't easy / B Legit	Koch Entertainment, LLC (on sound recording)	SR-294-624	Mar. 28, 2001
American psycho : music from the controversial motion picture	Koch Entertainment, LLC (on compilation of recording)	SR-294-948	Mar. 28, 2001
The Crow--salvation : original motion picture soundtrack	Koch Entertainment, LLC (on compilation of sound recordings)	SR-295-894	Mar. 28, 2001
Pokemon 2 BA master. By 4Kids Entertainment	Cherry Lane Music Publishing Company, Inc., Nintendo of America, Inc. & 4Kids Entertainment (on original appl.: Koch Entertainment, LLC, Nintendo of America, Inc. & 4Kids Entertainment)	SR-297-521	Apr. 16, 2001
Broke pimpin' / Moochie Mack	Koch Entertainment, LLC (on recording)	SR-298-039	Jun. 18, 2001
Haystak	Koch Entertainment, LLC (on sound recording)	SR-298-059	Jun. 18, 2001
The sneak attack / Krsone	Koch Entertainment, LLC (on sound recording)	SR-298-965	Jun. 18, 2001
Stabbing Westward / Stabbing Westward	Koch Entertainment, LLC (on sound recording)	SR-299-006	Jun. 12, 2001
Hampsterdance : the album	Koch Entertainment, LLC (on sound recording)	SR-299-041	Jun. 25, 2001
The best of Blues Saraceno / Blues Saraceno	Koch Entertainment, LLC (on sound recording)	SR-299-137	Jun. 29, 2001
Fast girl / The Tractors	Koch Entertainment, LLC (on sound recording)	SR-299-138	Jun. 29, 2001

Title	Owners	Registration #	Registration Date
Double bill / Bill Wyman's Rhythm Kings	Koch Entertainment, LLC (on sound recording)	SR-299-143	Jun. 29, 2001
Firestarr / Fredro Starr	Koch Entertainment, LLC (on sound recording)	SR-299-145	Jun. 29, 2001
Groovin' / Bill Wyman's Rhythm Kings	Koch Entertainment, LLC (on sound recording)	SR-299-151	Jun. 29, 2001
Bad sneakers and a pina colada / Hard Core Superstar	Koch Entertainment, LLC (on sound recording)	SR-299-152	Jun. 29, 2001
Hi fi / Hugh Cornwell	Koch Entertainment, LLC (on sound recording)	SR-299-153	Jun. 29, 2001
And all the colors / Ian Moore	Koch Entertainment, LLC (on sound recording)	SR-299-260	Jun. 15, 2001
Wrong side of Memphis / Johnny Dowd	Koch Entertainment, LLC (on recording)	SR-299-779	Jul. 16, 2001
God save the Smithereens / The Smithereens	Koch Entertainment, LLC (on sound recording)	SR-299-878	Jul 23, 2001
Middlscence / Amy Rigby	Koch Entertainment, LLC (on sound recording)	SR-299-879	Jul 23, 2001
The sugar tree / Amy Rigby	Koch Entertainment, LLC (on sound recording)	SR-299-886	Jul 23, 2001
Rough cut diamond / Bill Wyman's Rhythm Kings	Koch Entertainment, LLC (on sound recording)	SR-299-889	Jul 23, 2001
Calling the wild / Doro	Koch Entertainment, LLC (on sound recording)	SR-309-445	Apr. 8, 2002
Fredon is a state of mind / Corporate Avenger	Koch Entertainment, LLC (on sound recording)	SR-309-446	Apr. 8, 2002
Sonnet : featuring the music of Oberon	Koch Entertainment, LLC (on sound recording)	SR-309-447	Apr. 8, 2002
Judgement / Anathema	Koch Entertainment, LLC (on recording)	SR-309-486	Apr. 8, 2002
Temporary shelter / Johnny Dowd	Koch Entertainment, LLC (on recording)	SR-309-576	Apr. 8, 2002
Heart shaped scar / LP	Koch Entertainment, LLC (on recording)	SR-309-585	Apr. 8, 2002

Title	Owners	Registration #	Registration Date
My foolish heart / Rebecca Parris	Koch Entertainment, LLC (on recording)	SR-309-588	Apr. 8, 2002
Still at sea / Kirk Nurock	Koch Entertainment, LLC (on recording)	SR-309-589	Apr. 8, 2002
Pacific Coast rambler / Mark Olson & the Creekdippers	Koch Entertainment, LLC (on recording)	SR-309-591	Apr. 8, 2002
Twisted forever : a tribute to the legendary Twisted Sister	Koch Entertainment, LLC (on recording)	SR-309-592	Apr. 8, 2002
Last Chance Lounge / Michael McDermott	Koch Entertainment, LLC (on recording)	SR-309-595	Apr. 8, 2002
Home is a strange place / Paw	Koch Entertainment, LLC (on recording)	SR-309-597	Apr. 8, 2002
Forestorm / Chico Hamilton	Koch Entertainment, LLC (on recording)	SR-309-598	Apr. 8, 2002
Dream in red : the music of Peter Gabriel	Koch Entertainment, LLC (on recording)	SR-309-599	Apr. 8, 2002
All this : Ken Peplowski live in UK : vol. 1	Koch Entertainment, LLC (on recording)	SR-309-603	Apr. 8, 2002
Casper's haunted Christmas : music from the motion picture	Koch Entertainment, LLC (on recording)	SR-309-604	Apr. 8, 2002
Live at the Bottom Line / Steve Forbert & the Rough Squirrels	Koch Entertainment, LLC (on recording)	SR-309-606	Apr. 8, 2002
Deja blue / Jeanie Bryson	Koch Entertainment, LLC (on recording)	SR-309-607	Apr. 8, 2002
Sketches of James : selections from the James Taylor songbook	Koch Entertainment, LLC (on recording)	SR-309-608	Apr. 8, 2002
Lucky to be LIVE / Michelle Malone	Koch Entertainment, LLC (on sound recording)	SR-309-830	Mar. 28, 2001
Freedom is a state of mind / Corporate Avenger	Koch Entertainment, LLC (on recording)	SR-322-252	Jul. 23, 2001
Twisted tenderness / Electronic	Koch Entertainment, LLC (on recording)	SR-322-253	Jul. 23, 2001
Good side ; Bad side / Master P.	New No Limit Records and Koch Entertainment, LLC	SR-361-282	Oct. 18, 2004

Title	Owners	Registration #	Registration Date
Silk the Shocker's "Based on a true story"	New No Limit Records and Koch Entertainment, LLC	SR-362-307	May 3, 2005
The truest \$#@ I ever said / C-Murder	Koch Entertainment, LLC (on sound recording)	SR-365-627	Apr. 28, 2005
Bipolar and proud	Koch Entertainment, LLC	SR-366-101	Feb. 22, 2005
Dreamland	Koch Entertainment, LLC	SR-366-102	Feb. 22, 2005
The original Dixie hick	Koch Entertainment, LLC	SR-366-103	Feb. 22, 2005
When one door closes	Koch Entertainment, LLC	SR-366-104	Feb. 22, 2005
Dwight's used records	Koch Entertainment, LLC	SR-366-105	Feb. 22, 2005
Living the good life	Koch Entertainment, LLC	SR-366-123	Feb. 22, 2005
Farm fresh onions	Koch Entertainment, LLC	SR-366-124	Feb. 22, 2005
A tribute to the King of Blue Grass : vol. 1	Koch Entertainment, LLC (on sound recording)	SR-366-126	Feb. 22, 2005
Crunk'D	Koch Entertainment, LLC (on compilation of sound recording)	SR-366-760	Mar. 30, 2005
Raggae's finest	Koch Entertainment, LLC (on compilation of sound recording)	SR-366-761	Mar. 30, 2005
Penitentiary chances	Koch Entertainment, LLC (on sound recording)	SR-366-762	Mar. 30, 2005
1st Infantry	Koch Entertainment, LLC (on compilation of sound recording)	SR-366-763	Mar. 30, 2005
New York City : the remix album	Koch Entertainment, LLC (on sound recording)	SR-368-953	May 5, 2005
Hamsterdance greatest hits	Koch Entertainment, LLC (on sound recording)	SR-368-954	May 5, 2005
Leave the light on	Koch Entertainment, LLC (on recording)	SR-368-956	May 5, 2005
I can't be new	Koch Entertainment, LLC (on recording)	SR-369-006	May 2, 2005

Title	Owners	Registration #	Registration Date
The gifts of Christmas	Koch Entertainment, LLC (on sound recording)	SR-369-008	May 2, 2005
Saw	Koch Entertainment, LLC (on compilation of sound recording)	SR-369-009	May 2, 2005
Ringo rama	Koch Entertainment, LLC (on sound recording)	SR-369-011	May 2, 2005
The Pied Piper fantasy	Koch Entertainment, LLC (on sound recording)	SR-369-015	May 2, 2005
Christmas songs	Koch Entertainment, LLC (on sound recording)	SR-369-016	May 2, 2005
Piano quartet trilogy	Koch Entertainment, LLC (on sound recording)	SR-369-017	May 2, 2005
The classical underground	Koch Entertainment, LLC (on sound recording)	SR-369-018	May 2, 2005
Hung for the holidays	Koch Entertainment, LLC (on sound recording)	SR-369-022	May 2, 2005
National anthems of the world	Koch Entertainment, LLC (on sound recording)	SR-369-024	May 2, 2005
Classics regrooved	Koch Entertainment, LLC (on sound recording)	SR-369-025	May 2, 2005
Requiem: op. 48; Organ concerto in G minor	Koch Entertainment, LLC (on sound recording)	SR-369-026	May 2, 2005
Stand	Koch Entertainment, LLC (on sound recording)	SR-369-027	May 2, 2005
Hacienda Brothers	Koch Entertainment, LLC (on sound recording)	SR-369-028	May 2, 2005
Chance & circumstances	Koch Entertainment, LLC (on sound recording)	SR-369-031	May 2, 2005
Noels & carols from the Olde World	Koch Entertainment, LLC (on sound recording)	SR-369-059	May 2, 2005
Inspiration	Koch Entertainment, LLC (on sound recording)	SR-369-060	May 2, 2005

Title	Owners	Registration #	Registration Date
Christmas regrooved	Koch Entertainment, LLC (on compilation of sound recording)	SR-369-061	May 2, 2005
3D	Koch Entertainment, LLC (on sound recording)	SR-369-062	May 2, 2005
Fine upstanding citizen	Koch Entertainment, LLC (on sound recording)	SR-369-063	May 2, 2005
Only in Amerika	Koch Entertainment, LLC (on sound recording)	SR-369-064	May 2, 2005
Traditional tunes from the British Isles and the New World	Koch Entertainment, LLC (on sound recording)	SR-369-065	May 2, 2005
Everything changed	Koch Entertainment, LLC (on sound recording)	SR-369-066	May 2, 2005
Superstar USA	Koch Entertainment, LLC (on compilation of sound recordings)	SR-369-068	May 2, 2005
Christmas grass: vol. 2	Koch Entertainment, LLC (on sound recording)	SR-369-070	May 2, 2005
My American songbook: vol. 1	Koch Entertainment, LLC (on sound recording)	SR-369-071	May 2, 2005
PS	Koch Entertainment, LLC (on compilation of sound recordings)	SR-369-073	May 2, 2005
I'm your biggest fan	Koch Entertainment, LLC (on sound recording)	SR-369-074	May 2, 2005
Free	Koch Entertainment, LLC (on recording)	SR-369-241	May 5, 2005
Strange transmissions	Koch Entertainment, LLC (on recording)	SR-369-242	May 5, 2005
Merry Christmas: carols from North	Koch Entertainment, LLC (on sound recording)	SR-370-984	Apr. 28, 2005
George Gershwin: original works and transcriptions for solo piano	Koch Entertainment, LLC (on sound recording)	SR-370-985	Apr. 28, 2005
Piano quartet trilogy	Koch Entertainment, LLC (on sound recording)	SR-370-986	Apr. 28, 2005



Title	Owners	Registration #	Registration Date
Mozart piano concertos	Koch Entertainment, LLC (on sound recording)	SR-370-988	Apr. 28, 2005
Oculus infernum	Koch Entertainment, LLC (on sound recording)	SR-370-990	Apr. 28, 2005
All I hope for Christmas	Koch Entertainment, LLC (on sound recording)	SR-370-992	Apr. 28, 2005
Suenos de amor = Dreams of love	Koch Entertainment, LLC (on sound recording)	SR-370-993	Apr. 28, 2005
Expose this	Koch Entertainment, LLC (on sound recording)	SR-370-996	Apr. 28, 2005
When I look down that road	Koch Entertainment, LLC (on recording)	SR-371-001	Apr. 28, 2005
The Pied Piper fantasy	Koch Entertainment, LLC (on recording)	SR-371-003	Apr. 28, 2005
Just like there's nothin' to it	Koch Entertainment, LLC (on recording)	SR-371-005	Apr. 28, 2005
Two rainy nights	Koch Entertainment, LLC (on recording)	SR-371-006	Apr. 28, 2005
Still restless	Koch Entertainment, LLC (on recording)	SR-371-007	Apr. 28, 2005
Can't go on	Koch Entertainment, LLC (on recording)	SR-371-008	Apr. 28, 2005
Listen to the movies: monsterfest	Koch Entertainment, LLC (on compilation of recordings)	SR-371-010	Apr. 28, 2005
Clannad live in concert	Koch Entertainment, LLC (on recording)	SR-371-013	Apr. 28, 2005
Christmas rhapsody	Koch Entertainment, LLC (on recording)	SR-371-014	Apr. 28, 2005
Requiem: op. 48; Organ concerto in G minor	Koch Entertainment, LLC (on recording)	SR-371-016	Apr. 28, 2005
Inevitable	Koch Entertainment, LLC (on sound recording)	SR-371-017	Apr. 28, 2005
Queen of pop	Koch Entertainment, LLC (on sound recording)	SR-371-019	Apr. 28, 2005

Title	Owners	Registration #	Registration Date
Heartsounds	Koch Entertainment, LLC (on sound recording)	SR-371-021	Apr. 28, 2005
Solarized	Koch Entertainment, LLC (on sound recording)	SR-371-022	Apr. 28, 2005
New York City	Koch Entertainment, LLC (on recording)	SR-372-489	May 2, 2005
Bone	Koch Entertainment, LLC (on recording)	SR-372-495	May 2, 2005
Merry Christmas: carols from North	Koch Entertainment, LLC (on recording)	SR-372-496	May 2, 2005
You ain't got no Easter clothes	Koch Entertainment, LLC (on recording)	SR-372-507	May 2, 2005
Top shelf dance: vol. 1	Koch Entertainment, LLC (on compilation of sounds)	SR-372-508	May 2, 2005
Satisfied mind / Robert Gordon	Koch Entertainment, LLC (on sound recording)	SR-373-471	Jul. 18, 2005
As requested	Koch Entertainment, LLC (on sound recording)	SR-373-573	Jul. 18, 2005
Gas	Koch Entertainment, LLC (on sound recording)	SR-373-574	Jul. 18, 2005
El mundo	Koch Entertainment, LLC (on sound recording)	SR-373-576	Jul. 18, 2005
Miracle: happy summer from William Hung	Koch Entertainment, LLC (on sound recording)	SR-373-577	Jul. 18, 2005
Concierto barroco	Koch Entertainment, LLC (on sound recording)	SR-373-578	Jul. 18, 2005
Mottetti di montale	Koch Entertainment, LLC (on sound recording)	SR-373-579	Jul. 18, 2005
Choose love	Koch Entertainment, LLC (on sound recording)	SR-373-580	Jul. 18, 2005
Choose love deluxe	Koch Entertainment, LLC (on sound recording)	SR-373-581	Jul. 18, 2005
Rollercoaster	Koch Entertainment, LLC (on sound recording)	SR-373-582	Jul. 18, 2005

<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
Beatles regrooved	Koch Entertainment, LLC (on sound recording)	SR-373-583	Jul. 18, 2005
Then and now	Koch Entertainment, LLC (on sound recording)	SR-373-584	Jul. 18, 2005
What I really mean	Koch Entertainment, LLC (on sound recording)	SR-373-585	Jul. 18, 2005
I believe	Koch Entertainment, LLC (on sound recording)	SR-373-588	Jul. 18, 2005
Aria 2	Koch Entertainment, LLC & Astor Place Recordings (on recording)	SR-375-099	Sep. 12, 2005
Aria	Koch Entertainment, LLC & Astor Place Recordings (on recording)	SR-375-100	Sep. 12, 2005
Aria 3	Koch Entertainment, LLC & Astor Place Recordings (on recording)	SR-375-102	Sep. 12, 2005
Life after def	Koch Entertainment, LLC & The Enterprise, Inc. (on sound recording)	SR-375-119	Sep. 12, 2005
Bone brothers	Koch Entertainment, LLC (on sound recording)	SR-375-124	Sep. 12, 2005
Diplomatic immunity 2	Koch Entertainment, LLC & Diplomatic Man, Inc. (on recording)	SR-376-489	Sep. 12, 2005
On my way to church	Koch Entertainment, LLC & Diplomatic Man, Inc. (on sound recording)	SR-376-509	Sep. 12, 2005
Throwback / by Boyz II Men	Koch Entertainment, LLC & MSM Music Group (on sound recording)	SR-376-790	Sep. 12, 2005
Remix classics	Koch Entertainment, LLC & The New No Limit (on recording)	SR-379-259	Nov. 23, 2005
Platinum	Koch Entertainment, LLC (on recording)	SR-379-260	Nov. 23, 2005

Title	Owners	Registration #	Registration Date
Re:made : vol. 1	Koch Entertainment, LLC (on compilation of recordings)	SR-379-261	Nov. 23, 2005
Live at the Paradiso	Koch Entertainment, LLC (on recording)	SR-379-262	Nov. 23, 2005
Ghetto Bill	Koch Entertainment, LLC & The New No Limit (on recording)	SR-379-263	Nov. 23, 2005
God giveth God taketh away	Koch Entertainment, LLC (on recording)	SR-379-264	Nov. 23, 2005
Bowery songs	Koch Entertainment, LLC & Joan Baez (on recording)	SR-379-266	Nov. 23, 2005
It's time to decide	Koch Entertainment, LLC (on recording)	SR-379-267	Nov. 23, 2005
Listen to the music	Koch Entertainment, LLC (on recording)	SR-379-268	Nov. 23, 2005
Harlem: diary of a summer	Koch Entertainment, LLC & Diplomatic Man, Inc. (on recording)	SR-379-269	Nov. 23, 2005
Harlem: diary of a summer deluxe	Koch Entertainment, LLC & Diplomatic Man, Inc. (on recording)	SR-379-286	Nov. 23, 2005
Lumberjacks	Koch Entertainment, LLC	SR-385-154	Mar. 23, 2006
The chill album	Koch Entertainment, LLC	SR-385-159	Mar. 23, 2006
The heart of tha streetz	Koch Entertainment, LLC	SR-385-161	Mar. 23, 2006
More than music: vol. 1	Koch Entertainment, LLC	SR-385-163	Mar. 23, 2006
Naked guitar	Koch Entertainment, LLC	SR-385-164	Mar. 23, 2006
Dancing of Spain	Koch Entertainment, LLC,	SR-385-165	Mar. 23, 2006
The truth chopped & screwed version	Koch Entertainment, LLC	SR-387-869	Mar. 23, 2006
The truth	Koch Entertainment, LLC	SR-388-638	Mar. 23, 2006
Stabbing Westward	Koch Entertainment, LLC (on sound recording)	SRu-457-176	Jul. 11, 2001

Title	Owners	Registration #	Registration Date
The book of animus : Keplyn	Koch Entertainment, LLC (on recording)	SRu-470-546	Apr. 22, 2002
The book of animus / Keplyn	Koch Entertainment, LLC	SRu-475-601	Mar. 26, 2002

Patents: none found

**KOCH ENTERTAINMENT DISTRIBUTION LLC**

**Trade-Marks**

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status
TRAINER'S EDGE	78/393270	3010826	Mar. 30, 2004	Nov. 1, 2005	REGISTERED

Copyrights: none found

Patents: none found

~~**KOCH ENTERTAINMENT**~~

~~Trade-Marks: none found~~

~~Copyrights~~

Title	Owners	Registration #	Registration Date
Barbara Cook in Mostly Sondheim/ a Ginger Group production for DRG Records, Koch Entertainment; producer/director, Jim Brown	DRG Records, Inc.	PA-1-234-068	Jun. 29, 2004
Out of my hands.	Koch Entertainment (on sound recording)	SR-369-069	May 2, 2005

Patents: none found

**KOCH ENTERTAINMENT, INC.**

Trade-Marks: none found

Copyrights

Title	Owners	Registration #	Registration Date
Legal hustle	Koch Entertainment, Inc.	SR-376-511	Sep. 12, 2005

Patents: none found

~~**KOCH ENTERTAINMENT MUSIC PUBLISHING**~~

Trade-Marks: none found

Copyrights

Title	Owners	Registration #	Registration Date
<del>My life</del>	<del>Koch Entertainment Music Publishing &amp; Koch Music</del>	<del>PA-1-125-290</del>	<del>Dec. 26, 2002</del>
New York City	Koch Entertainment Music Publishing & Koch Music Publishing, LLC	PA-1-151-291	Jul. 1, 2003
<del>F*** wit me ; For my gangtaz ; Money over b*****</del>	<del>Songs of Koch, Koch Entertainment Music Publishing</del>	<del>PA-1-267-378</del>	<del>Jul. 11, 2005</del>
Move ; You're getting crazy	Tixnix Music, Koch Entertainment Music Publishing	PA-1-282-557	Jun. 7, 2005
Forbidden love ; Outside ; Welcome to Hollywood ... et all	Tixnix Music, Koch Entertainment Music Publishing	PA-1-282-558	Jun. 7, 2005
Intro ; Compton Compton ; Bleek is ... et all	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-615	Jun. 10, 2005
El presidente ; When shit get thick ; Don't cry	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-616	Jun. 10, 2005
Drama is real	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-617	Jun. 10, 2005
GAME	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-618	Jun. 10, 2005
Who's the illest	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-619	Jun. 10, 2005
Street kings	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-620	Jun. 10, 2005
Exclusively	Songs of Koch, Koch Entertainment Music Publishing	PA-1-282-621	Jun. 10, 2005

~~Patents: none found~~

**KOCH ENTERTAINMENT MUSIC PUBLISHING, LLC**

Trade-Marks: none found

**Copyrights**

Title	Owners	Registration #	Registration Date
<del>The great white nimp</del>	<del>Koch Entertainment Music Publishing, LLC</del>	<del>PA-1-129-697</del>	<del>Dec. 3, 2002</del>
New York City	Koch Entertainment Music Publishing & Koch Music Publishing, LLC	PA-1-151-291	Jul. 1, 2003

Patents: none found

~~**GAYLORD PRODUCTION COMPANY**~~

~~**Trade-Marks**~~

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status
<del>FAERIE TALE* THEATRE</del>	<del>73/643211</del>	<del>1469456</del>	<del>Feb. 3, 1987</del>	<del>Dec. 15, 1987</del>	<del>REGISTERED</del>

~~\*second listed owner: Platypus Productions, Inc., Suite J, 12725 Ventura Boulevard, Studio City, CA 91604, United States~~

~~**Copyrights**~~

Title	Owners	Registration #	Registration Date
<del>Man, woman, and child</del>	<del>Gaylord Production Company</del>	<del>PA-175-742</del>	<del>Jun. 9, 1983</del>
<del>Faerie tale theatre: Rumpelstiltskin</del>	<del>Platypus Productions, Inc., Mercury Pictures, Inc. &amp; Gaylord Production Company</del>	<del>PA-176-293</del>	<del>Mar. 22, 1983</del>
<del>Faerie tale theatre, Hansel &amp; Gretel</del>	<del>Platypus Productions, Inc., Mercury Pictures, Inc. &amp; Gaylord Production Company</del>	<del>PA-176-294</del>	<del>Mar. 22, 1983</del>
<del>Faerie tale theatre, The Frog prince</del>	<del>Platypus Productions, Inc., Mercury Pictures, Inc. &amp; Gaylord Production</del>	<del>PA-176-295</del>	<del>Mar. 22, 1983</del>

KOC-270001	CD	11.98-AK	30	741932002526	ADDRESS: LOCKERS - THE - The Full Express, Off Road, On & Off
KOC-51001	CD	11.98-AK	30	652405100122	SHEARING, GEORGE - Out O J World
KOC-51002	CD	11.98-AK	30	652405100221	SHEARING, GEORGE & WILLIAMS, J. - Heart & Soul
KOC-51003	CD	11.98-AK	30	652405100320	SHEARING, GEORGE - The George Shearing Trio
KOC-51004	CD	11.98-AK	30	652405100429	SHEARING, GEORGE - The George Shearing Quartet
KOC-51400	CD	17.98-AR	30	652405140029	MANN, HERBIE & EVANS, BILL - Live at Montreux
KOC-51407	CD	6.98-AE	30	652405140722	VARIOUS - TREASURY OF GOLDEN CHRISTMAS SONGS, A
KOC-51409	CD	6.98-AE	30	652405140920	ALLEN, HARRY - Christmas In Swingsome
KOC-51410	CD	17.98-AR	30	652405141026	ELLIS, DUFFY - Live At Montreux
KOC-51414	CD	9.98-AH	30	652405141422	BROWN, RUTH & JONES, THAD, LEW - Fine Brown Frame
KOC-51416	CD	9.98-AH	30	652405141620	BRECKER, RANDY - Score
KOC-270002	CD	11.98-AK	25	803057000227	BY DIVINE RIGHT - Good Morning Beautiful
KOC-270003	CD	11.98-AK	25	803057000326	TUULI - Here We Go
KOC-270013	CD	11.98-AK	25	803057000326	28 DAYS - Upstyle Down
KOC-270023	CD	11.98-AK	25	803057000326	BY DIVINE RIGHT - Sweet Confusion
KOC-270024	CD	11.98-AK	25	803057000326	SEXSMITH, RON - Rarities
KOC-270025	CD	17.98-AR	25	803057000326	QUARTETTO GELATO - VARIOUS: Travels The Orient Express
KOC-270027	CD	17.98-AR	25	803057000326	LIGHTFOOT, GORDON - Harmony
KOC-270029	CD	17.98-AR	25	803057000326	MILMAN, SOPHIE - Sophie Milman
KOC-270049	CD	11.98-AK	25	803057004027	DEMICS - Demics
KOC-270050	CD	11.98-AK	25	803057004928	MACISAAC, ASHLEY - Fiddle Music 101
KOC-270051	CD	11.98-AK	25	803057005024	MACISAAC, ASHLEY - Close To The Floor
KOC-270052	CD	11.98-AK	30	803057005123	MACISAAC, ASHLEY - A Cape Breton Christmas
KOC-270053	CD	11.98-AK	30	803057005222	MACISAAC, ASHLEY - Hi How Are You Today?
KOC-270054	CD	11.98-AK	30	803057005321	MACISAAC, ASHLEY - Fine Thank You Very Much
KOC-270055	CD	11.98-AK	30	803057005420	MACISAAC, ASHLEY - Live At The Savoy
KOC-270056	CD	17.98-AR	30	803057005529	QUARTETTO GELATO - VARIOUS: Neopolitan Cafe
KOC-270057	CD	17.98-AR	30	803057005628	QUARTETTO GELATO - VARIOUS: Aria Fretta
KOC-270058	CD	17.98-AR	30	803057005727	QUARTETTO GELATO - VARIOUS: Rustic Chivalry
KOC-270065	CD	13.98-AM	30	803057006526	QUARTETTO GELATO - VARIOUS: Quartetto Gelato
KOC-270066	CD	17.98-AR	30	803057006526	MACISAAC, ASHLEY - Pride

**KOCH VISION**

KOC-20	DVD	419-44-23VD	28	741932002093	SELF - 28 Unit Floor Display
KOC-21	DVD	239-76-12VF	12	741932002192	JOHN CLEESE WINE 12-PAK DISPLAY
KOC-6101	DVD	14.98-VD	1	741932610199	YOGA ZONE - Introduction To Yoga
KOC-6102	DVD	14.98-VD	1	741932610298	YOGA ZONE - Meditation
KOC-6103	DVD	14.98-VD	1	741932610397	YOGA ZONE - Conditioning & Stress Release
KOC-6104	DVD	14.98-VD	1	741932610496	YOGA ZONE - Flexibility & Tone
KOC-6105	DVD	14.98-VD	1	741932610595	YOGA ZONE - Postures For Pregnancy
KOC-6106	DVD	14.98-VD	1	741932610694	YOGA ZONE - Power Yoga For Strength And Endurance
KOC-6107	DVD	14.98-VD	1	741932610793	YOGA ZONE - Flexibility & Stress Release
KOC-6108	DVD	9.98-VB	1	741932610892	YOGA ZONE - Yoga Basics
KOC-6109	DVD	9.98-VB	1	741932610991	YOGA ZONE - Evening Stress Release
KOC-6110	DVD	9.98-VB	1	741932611097	YOGA ZONE - Total Body Conditioning



KOC-6111	DVD	39.98-VK	4	7	74.1932611196	YOGA ZONE - Premiere Collector's - 4 Pack
KOC-6112	DVD	14.98-VD	1	30	74.1932611295	YOGA ZONE - Yoga For Weight Loss
KOC-6113	DVD	9.98-VB	1	30	74.1932611394	YOGA ZONE - Intro To Power Yoga
KOC-6114	DVD	9.98-VB	1	30	74.1932611493	YOGA ZONE - Yoga For Abs
KOC-6117	DVD	29.98-VH	3	9	74.1932611790	YOGA ZONE - Best Of Yoga Zone - DVD 3 Pack
KOC-6118	DVD	9.98-VB	1	30	74.1932611899	YOGA ZONE - Yoga For A Strong & Healthy Back
KOC-6119	DVD	9.98-VB	1	30	74.1932611998	YOGA ZONE - Yoga Sculpting
KOC-6120	DVD	9.98-VB	1	30	74.1932612094	YOGA ZONE - Sunrise And Sunset
KOC-6122	DVD	9.98-VB	1	30	74.1932612292	YOGA ZONE - Fat Burning
KOC-6123	DVD	9.98-VB	1	30	74.1932612391	YOGA ZONE - Stretching For Flexibility
KOC-6127	DVD	19.98-VF	1	30	74.1932612797	ZONE - Mat & Ball Workout
KOC-6128	DVD	34.98-VJ	3	9	74.1932612896	LOOK GREAT NAKED - Abs, Butt and Thighs
KOC-6129	DVD	12.98-VC	1	30	74.1932612995	JAMAICA ME SWEET
KOC-6131	DVD	39.98-VK	3	9	74.1932613190	YOGA ZONE - Total Health 3-Pack
KOC-6138	DVD	7.98-VA	1	30	74.1932613893	JUNGLE GIRL AND THE LOST ISLAND OF THE DINOSAURS
KOC-6139	DVD	9.98-VB	1	30	74.1932613992	SEXY & FIT AFTER 40
KOC-6140	DVD	9.98-VB	1	30	74.1932614098	LITTLE DRUMMER BOY
KOC-6141	DVD	7.98-VA	1	30	74.1932614197	CANTERVILLE GHOST, The
KOC-6144	DVD	7.98-VA	1	30	74.1932614494	FRANK ENSTEIN
KOC-6145	DVD	7.98-VA	1	30	74.1932614692	BEST OF THE IMPROV - Volume 1
KOC-6146	DVD	9.98-VB	1	30	74.1932614791	BEST OF THE IMPROV - Volume 2
KOC-6147	DVD	9.98-VB	1	30	74.1932614890	BEST OF THE IMPROV - Volume 3
KOC-6149	DVD	9.98-VB	1	30	74.1932614999	BEST OF THE IMPROV - Volume 4
KOC-6150	DVD	9.98-VB	1	30	74.1932615095	BEST OF THE IMPROV - Volume 5
KOC-6151	DVD	9.98-VB	1	30	74.1932615194	BEST OF THE IMPROV - Volume 6
KOC-6153	DVD	49.98-VL	6	11	74.1932615392	YOGA ZONE - The Ultimate Collection
KOC-6154	DVD	49.98-VL	6	5	74.1932615491	BEST OF THE IMPROV - BOX SET
KOC-6156	DVD	19.98-MP	2	30	74.1932615699	VARIOUS - LEGEND LIVES ON, The - A Tribute To Bill Monroe
KOC-6157	DVD	14.98-VD	2	30	74.1932615798	HIGH TIMES PRESENTS - The Cannabis Cup
KOC-6159	DVD	19.98-VF	2	24	74.1932615996	CRONKITE, WALTER - Heroes Of World War II
KOC-6162	VHS	19.98-VF	2	25	74.1932615934	CRONKITE, WALTER - Heroes Of World War II
KOC-6163	DVD	9.98-VB	1	30	74.1932616290	GANGSTA KING - Raymond Lee Washington
KOC-6164	DVD	24.98-VG	2	24	74.1932616399	MUSSOLINI AND I - 4 hour miniseries starring Anthony Hopkins, Bob Hoskins, Susan Sarandon
KOC-6165	DVD	39.98-VK	4	7	74.1932616498	FUNNY LADIES BOX SET
KOC-6166	DVD	9.98-VB	1	30	74.1932616597	BRUM - Snut Bike Rescue & Other Stories
KOC-6167	DVD	9.98-VB	1	30	74.1932616696	BRUM - Airport & Other Stories
KOC-6168	DVD	19.98-VH	2	24	74.1932616793	KRAZY KAT
KOC-6169	DVD	9.98-VH	3	18	74.1932616894	POPEYE - 75th Anniversary Collectors' Edition
KOC-6170	DVD	9.98-VH	1	30	74.1932616993	X-EVOLUTIONERS - X-Evolutioners - Built To Scratch
KOC-6171	DVD	9.98-VB	1	30	74.1932617099	YOGA ZONE - Gemile Yoga
KOC-6172	DVD	14.98-VD	1	30	74.1932617198	YOGA ZONE - Strengthen & Tone
KOC-6173	VHS	14.98-VD	1	50	74.1932617297	OLAJIDE, MICHAEL - The Trainers Edge - Killer Abs - Michael Olajide
KOC-6173	VHS	14.98-VD	1	50	74.1932617235	OLAJIDE, MICHAEL - The Trainers Edge - Killer Abs - With Michael Olajide
KOC-6173	VHS	14.98-VD	1	50	74.1932617334	KOLBER, PETRA - The Trainers Edge - Cardio Interval Training - With Petra Kolber
KOC-6173	DVD	14.98-VD	1	30	74.1932617396	KOLBER, PETRA - The Trainers Edge - Cardio Interval Training - With Petra Kolber

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KOC-6174	DVD	14.98-VD	1	30	741952617495	GILLIES, LIZ - Liz Gillies - Cor
KOC-6175	DVD	14.98-VD	1	30	741952617594	GILLIES, LIZ - Liz Gillies - Co
KOC-6177	DVD	14.98-VD	1	30	741952617792	FANGORIA BLOOD DRIVE
KOC-6178	DVD	9.98-VB	1	30	741952617891	BRUM - Crazy Chair Chase
KOC-6179	DVD	9.98-VB	1	30	741952617990	BRUM - Soccer Hero
KOC-6180	DVD	14.98-VD	1	30	741952618096	BAPTISTE, BARON - The Trainers Edge - Long & Lean Yoga - Baron Baptiste
KOC-6181	VHS	14.98-VD	1	30	741952618034	BAPTISTE, BARON - The Trainers Edge - Long & Lean Yoga - Baron Baptiste
KOC-6184	DVD	14.98-VD	1	30	741952618133	MUNOZ, DOLORES - The Trainers Edge - Killer Butt - Dolores Munoz
KOC-6185	DVD	9.98-VB	1	30	741952618195	MUNOZ, DOLORES - The Trainers Edge - Killer Butt - Dolores Munoz
KOC-6186	DVD	9.98-VB	1	30	741952618492	FUNNY LADIES - Volume 1
KOC-6187	DVD	9.98-VB	1	30	741952618591	FUNNY LADIES - Volume 2
KOC-6188	DVD	9.98-VB	1	30	741952618690	FUNNY LADIES - Volume 3
KOC-6193	VHS	15.98-WD	1	16	741952618799	FUNNY LADIES - Volume 4
KOC-6194	DVD	9.98-VB	1	30	741952619499	SKATE MAPS - Volume 1
KOC-6196	DVD	9.98-VB	1	30	741952619598	SKATE MAPS - Volume 2
KOC-6197	DVD	9.98-VB	1	30	741952619697	SKATE MAPS - Volume 3
KOC-6200	DVD	9.98-VB	1	30	741952619796	SKATE MAPS - Volume 4
KOC-6215	DVD	49.98-VL	4	7	741952620099	PRODIGY, NAS & CORMEGA - Prodigy, Nas & Cormega - Murda Muzik
KOC-6217	DVD	14.98-VD	1	30	741952621799	TRAINERS EDGE, The - 4 Pack
KOC-6218	DVD	14.98-VD	1	30	741952621898	JENNINGS, PETER - ABC News - The Search For Jesus
KOC-6220	DVD	19.98-VF	1	30	741952622099	SEARCH FOR PAUL, The
KOC-6221	DVD	9.98-VB	1	30	741952622192	JENNINGS, PETER - ABC News - Kennedy Assassination - Beyond Conspiracy
KOC-6223	DVD	9.98-VB	1	30	741952622291	MANSFIELD, JAYNE, GINN, LEO & - TOO HOT TO HANDLE
KOC-6224	DVD	9.98-VB	1	30	741952622390	BARDOT, BRIGITTE & CASSEL, JEA - BEAR AND THE DOLL, The
KOC-6225	DVD	9.98-VB	1	30	741952622499	LOLLABRIGIDA, GINA & NAZARUL - ALINA
KOC-6226	DVD	9.98-VB	1	30	741952622598	MANSFIELD, JAYNE & QUAYLE, ANT - IT TAKES A THIEF
KOC-6228	DVD	29.98-VH	2	30	741952622895	CARDINALE, CLAUDIA & PERKIN, J - GIRL WITH A SUITCASE
KOC-6229	DVD	19.98-VF	2	30	741952622994	SPALL, TIMOTHY - Vacuuming Completely Nude In Paradise
KOC-6230	DVD	14.98-VD	1	30	741952623090	JENNINGS, PETER - ABC News - In Search Of America
KOC-6232	DVD	14.98-VD	1	30	741952623298	ABC NEWS - War With Iraq - Stories From The Front
KOC-6233	DVD	14.98-VD	1	30	741952623397	POPULAR MECHANICS FOR KIDS - Radical Rockets And Other Cool Cruising Machines
KOC-6234	DVD	19.98-VF	2	30	741952623496	POPULAR MECHANICS FOR KIDS - Rip-Roaring Rollercoasters
KOC-6236	DVD	9.98-VB	1	30	741952623595	POPULAR MECHANICS FOR KIDS - Super Sea Creatures
KOC-6237	DVD	14.98-VD	1	30	741952623694	HAYERS, NIGEL & HEAD, ANTHONY - MANCHILD
KOC-6238	DVD	14.98-VD	1	30	741952623793	BIG MEAT EATER
KOC-6241	DVD	14.98-VD	1	30	741952624097	BRUM - Snow Thieves
KOC-6242	DVD	14.98-MK	1	30	741952624196	ADVENTURES OF THE GALAXY RANGERS - Tornara
KOC-6243	DVD	19.98-MP	1	30	741952624295	ADVENTURES OF THE GALAXY RANGERS - Supertroopers
KOC-6244	DVD	19.98-MP	1	30	741952624394	ABC NEWS PRESENTS - Mommie Schwartz - Lessons On Living
KOC-6245	DVD	19.98-MP	1	30	741952624493	JESUS, MARY AND DAVID, RIC
KOC-6245	DVD	19.98-MP	1	30	741952624592	ADKINS, TRACE & TRITT, TRAVIS - SOUNDSTAGE - Trace Adkins & Travis Tritt
						BUCKINGHAM, LINDSEY & NICKS, S - SOUNDSTAGE - Lindsey Buckingham With Special Guest Stevie Ni
						CHICAGO - SOUNDSTAGE - Chicago
						MCDONALD, MICHAEL - SOUNDSTAGE - Michael McDonald

KOC-6246	DVD	29.99-MX	2	25	741952624691	PETTY, TOM - SOUNDSTAGE 10m Party
KOC-6247	DVD	19.99-MP	1	30	741952624790	WINWOOD, STEVE - SOUND
KOC-6249	DVD	14.99-MK	1	30	741952624998	LOVETT, LYLE - SOUNDSTAGE - Lyle Lovett
KOC-6251	DVD	19.99-MP	1	30	741952625193	ISAAK, CHRIS & MALO, RAUL - SOUNDSTAGE - Chris Isak with Raul Malo
KOC-6252	DVD	14.99-MK	1	30	741952625292	CETERA, PETER - SOUNDSTAGE - Peter Cetera
KOC-6253	DVD	14.98-VD	1	30	741952625399	POPULAR MECHANICS FOR KIDS - Cars & Dragons And Other Wild Beasts
KOC-6256	DVD	14.98-VD	1	30	741952625698	POPULAR MECHANICS FOR KIDS - Xtreme Sports & Other Action Adventures
KOC-6257	DVD	14.98-VD	1	30	741952625797	TALL TALES & LEGENDS - Johnny Appleseed - Starring Ron Kerner, Molly Ringwald & Martin Short
KOC-6258	DVD	14.98-VD	1	30	741952625896	TALL TALES & LEGENDS - The Legend Of Sleepy Hollow - Starring Ed Begley, Jr, Beverly D'Angelo, Charles I
KOC-6259	DVD	29.98-VH	3	10	741952625995	YOGA ZONE ESSENTIALS
KOC-6260	DVD	59.98-WF	3	18	741952626091	HERMITAGE MASTERPIECES
KOC-6261	DVD	14.98-VD	1	30	741952626190	JENNIFER KRIES - Perfect Mix
KOC-6262	DVD	14.98-VD	1	30	741952626299	JENNIFER KRIES - J Dimensional Toning
KOC-6263	DVD	14.98-VD	1	30	741952626398	JENNIFER KRIES - Precision Pilates
KOC-6264	DVD	39.98-VK	3	10	741952626497	JENNIFER KRIES 3 PACK
KOC-6265	DVD	14.98-VD	1	30	741952626596	ADVENTURES OF THE GALAXY RANGERS - Phoenix
KOC-6266	DVD	14.98-VD	1	30	741952626695	ADVENTURES OF THE GALAXY RANGERS - Chained
KOC-6269	DVD	9.98-VB	1	30	741952627098	POPEYE - Hit & Missiles And Other Fun Fan Favorites
KOC-6270	DVD	9.98-VB	1	30	741952627197	POPEYE - Giddy Gold & Other Fun Fan Favorites
KOC-6271	DVD	19.98-VF	1	30	741952627296	POPEYE - Insulin! The Sultan & Other Fun Fan Favorites
KOC-6275	DVD	14.98-VD	1	30	741952627593	TAI CHI FOR HEALTH - Short Form
KOC-6276	VHS	14.98-VD	1	50	741952627591	TAI CHI FOR HEALTH - Short Form
KOC-6277	DVD	19.98-VF	1	30	741952627791	TAI CHI FOR HEALTH - Long Form
KOC-6278	DVD	19.98-VF	1	30	741952627890	TAI CHI FOR HEALTH - Long Form
KOC-6279	DVD	19.98-VF	1	30	741952627999	CHI KUNG FOR HEALTH - Five Standing Meditations
KOC-6280	DVD	19.98-VF	1	30	741952628095	CHI KUNG FOR HEALTH - Six Seated Meditations
KOC-6281	DVD	19.98-VF	2	30	741952628194	POPE JOHN PAUL II - His Life & Legacy
KOC-6282	DVD	9.98-VB	1	30	741952628293	ABC NEWS PRESENTS NYPD 24/7
KOC-6283	DVD	9.98-VB	1	30	741952628392	HAACK A.K.A. BRUCE HAACK - The King Of Techno
KOC-6290	DVD	19.98-VF	1	30	741952629092	20 FUNERALS - Starring DJ Naylor, Mark Mench, Tyhan Kennedy & Alex Tsiros
KOC-6291	DVD	19.98-VF	1	30	741952629191	LIGHTHOUSES OF NORTH AMERICA
KOC-6292	DVD	14.98-VD	1	30	741952629290	POSSESSED, The
KOC-6295	DVD	14.98-VD	1	30	741952629596	URBAN EVIL
KOC-6296	DVD	14.98-VD	1	30	741952629696	TALES FROM THE GRAVE
KOC-6309	VHS	24.98-VG	2	25	741952630997	I, VAMPIRE - Trilogy Of Blood
KOC-6310	DVD	14.98-VD	1	30	741952631095	KRIES, JENNIFER - Jennifer Kries 2 Pack
KOC-6311	DVD	14.98-VD	1	30	741952631194	BARBARA WALTERS - ABC News Presents 23 Or 20/20
KOC-6312	DVD	14.98-VD	1	30	741952631293	TALL TALES & LEGENDS - Berlin! Clematis - Starring Edward Amer, David Dukas & Skelley Duval
KOC-6313	DVD	14.98-VD	1	30	741952631392	TALL TALES & LEGENDS - Dory Crocker - Starring Mac Davis
KOC-6314	DVD	14.98-VD	1	30	741952631491	TALL TALES & LEGENDS - Jim Henson - Starring Danny Glover, Tom Hulce, Lynn Whitfield, Lou Rawls & Ba
KOC-6315	DVD	14.98-VD	1	30	741952631590	TALL TALES & LEGENDS - Pecc Bill - Starring Steven Gansberg, Rebecca DeMornay & Martin Mull
KOC-6316	DVD	14.98-VD	1	30	741952631699	TALL TALES & LEGENDS - Force de Leon - Starring Michael York, Sally Kellerman & Paul Rodriguez
KOC-6317	DVD	14.98-VD	1	30	741952631798	TALL TALES & LEGENDS - Annie Oakley - Starring Jamie Lee Curtis, Brian Dennehy & Cliff De Young
KOC-6318	DVD	79.98-WA	9	30	741952631897	TALL TALES & LEGENDS - Casey At The Bat - Starring Elliot Gould, Carol Kane and Howard Cosell
						COMPLETE TALL TALES & LEGENDS, The

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KOC-#	Format	Year	Run Time	Rating	Director	Cast
KOC-6319	DVD	54,98-WJ	5	6	POPULAR MECHANICS FOR	TS - Borster
KOC-6321	DVD	19,98-VF	30	1	PAPER CHASERS	
KOC-6322	DVD	9,98-VB	30	1	CHILDREN IN THE CROSSFIRE	- Starring Julia Duffy, Charles Haid, David Huffman
KOC-6323	DVD	9,98-VB	30	1	MRS. DELAFIELD WANTS TO MARRY	- Starring Katharine Hepburn, Bibi Besch & Deanolm Elliott
KOC-6324	DVD	9,98-VB	30	1	LAURA LANSING SLEPT HERE	- Starring Katharine Hepburn, Karo Austria & Joel Higgins
KOC-6325	DVD	9,98-VB	30	1	NOBODY'S CHILD	- Starring Mario Thomas, Roy Baker & Caroline Kava
KOC-6327	DVD	9,98-VB	30	1	SIX AGAINST THE ROCK	- Starring David Carradine, Richard Dysart & Dennis Farina
KOC-6328	DVD	9,98-VB	30	1	SOGGY BOTTOM U.S.A.	- Starring Ben Johnson, Don Johnson & Lois Nettleton
KOC-6329	DVD	9,98-VB	30	1	STONE PILLOW	- Starring Lucille Ball, Daphne Zuniga & Anna Maria Horsford
KOC-6330	DVD	24,98-VG	14	2	TO CATCH A KING	- Starring Robert Wagner, Teri Garr & Horst Janson
KOC-6331	DVD	19,98-VF	30	1	LIZ GILLIES CORE FITNESS	- Progressive Pilates Total Body
KOC-6332	DVD	14,98-VD	30	1	FANGORIA BLOOD DRIVE II	
KOC-6333	VHS	14,98-VD	50	1	SELF - Bikini Ready, Fast!	
KOC-6334	DVD	14,98-VD	30	1	SELF - Your Best Butt, Fast	
KOC-6335	VHS	14,98-VD	30	1	SELF - Your Best Butt, Fast	
KOC-6336	DVD	14,98-VD	30	1	SELF - Firm Flat Abs, Fast	
KOC-6337	DVD	14,98-VD	30	1	SELF - Firm Flat Abs, Fast	
KOC-6338	DVD	14,98-VD	30	1	SELF - Slim And Sleek, Fast	
KOC-6339	DVD	14,98-VD	30	1	SELF - Slim And Sleek, Fast	
KOC-6340	DVD	9,98-VB	30	1	KAIJU BIG BATTLE	
KOC-6341	DVD	39,98-VK	15	4	DAVID STEINBERG SHOW, The	
KOC-6342	DVD	19,98-VF	30	1	JOHN CLEESE'S WINE FOR THE CONFUSED	
KOC-6343	DVD	49,98-VL	14	4	LITTLE PRINCE BOX SET	
KOC-6344	DVD	19,98-VF	30	1	LENNY BRUCE PERFORMANCE FILM, The	
KOC-6345	DVD	19,98-VF	30	1	SECRETS OF ANGELS, DEMONS & MASONS	
KOC-6346	DVD	19,98-VF	30	1	ADVENTURES OF THE LITTLE PRINCE, The - Higher Than Eagles Fly	
KOC-6347	DVD	29,98-VH	14	2	ADVENTURES OF THE LITTLE PRINCE, The - Somewhere In Space	
KOC-6348	DVD	29,98-VH	14	2	FANGORIA BLOOD DRIVE 1 & 2 - Combo Pack	
KOC-6349	DVD	29,98-VH	15	3	MARGARET CHO - Assassin	
KOC-6350	DVD	39,98-VK	15	3	REBUS - Starring John Hannah	
KOC-6351	DVD	29,98-VH	30	2	PORNOGRAPHY - Secret History Of Civilization	
KOC-6352	DVD	29,98-VH	18	2	GREAT WAR, The - The Complete History Of WWI	
KOC-6353	DVD	29,98-VH	30	2	ORDE WINGATE	
KOC-6354	DVD	29,98-VH	30	2	LOST BOYS, The	
KOC-6355	DVD	49,98-VL	15	4	FALL OF EAGLES	
KOC-6356	DVD	29,98-VH	30	2	THE OLD CURIOSITY SHOP	
KOC-6357	DVD	24,98-VG	30	2	OH BROTHER	
KOC-6358	DVD	29,98-VH	30	2	JUDE THE OBSCURE	
KOC-6359	DVD	29,98-VH	30	2	OMEGA FACTOR, The	
KOC-6360	DVD	39,98-VK	17	3	NICHOLAS NICKLEBY	
KOC-6361	DVD	29,98-VH	30	2	ANNE OF AYNLEA	
KOC-6362	DVD	28,98-VH	30	2	THREE MUSKETEERS, The	
KOC-6363	DVD	24,98-VG	30	2	TRAINERS EDGE, The - Killer Kicks With Violet Zaki	
KOC-6364	DVD	14,98-VD	30	1	TRAINERS EDGE, The - Fiesta Fitness Dance With Giselle Roque de Escobar	
KOC-6365	DVD	14,98-VD	30	1	TRAINERS EDGE, The - Integrated Strength Training With Jeffrey Scott	
KOC-6366	DVD	14,98-VD	30	1		
KOC-6367	DVD	14,98-VD	30	1		
KOC-6368	DVD	14,98-VD	30	1		
KOC-6369	DVD	14,98-VD	30	1		
KOC-6370	DVD	14,98-VD	30	1		

KOC-6371	DVD	14.98-YD	1	30	741952637196	TRAINERS EDGE, The - "Body" - With Liz Gillies
KOC-6372	DVD	89.98-VN	6	10	741952637295	SECRETS OF ARCHAEOLOC
KOC-6374	DVD	9.98-VB	1	30	741952637493	BLACK BEAUTY
KOC-6375	DVD	9.98-VB	1	30	741952637592	GENTLEMEN OF TITIPU
KOC-6376	DVD	9.98-VB	1	30	741952637691	GULLIVERS TRAVELS
KOC-6377	DVD	9.98-VB	1	30	741952637790	ADVENTURES OF HUCKLEBERRY FINN, The
KOC-6378	DVD	9.98-VB	1	30	741952637899	LAST OF THE MOHICANS, The
KOC-6379	DVD	49.98-VL	4	7	741952637998	SELF - Your Best Body FAST
KOC-6380	DVD	19.98-WF	1	30	741952638094	ANTONE'S HOME OF THE BLUES - Featuring B.B. King, Buddy Guy, Albert Collins, Joe Ely, Placido Domingo
KOC-6381	DVD	39.98-WF	5	16	741952638193	MCCALLUM - Starring John Haworth
KOC-6382	DVD	29.98-VH	2	30	741952638292	LITTLE PRINCE - The Perfect Planet
KOC-6383	DVD	9.98-VB	1	30	741952638391	LITTLE PRINCE - The Star Gazer
KOC-6384	DVD	9.98-VB	1	30	741952638490	PENQUINS UNDER SIEGE
KOC-6385	DVD	14.98-YD	1	30	741952638598	HEART OF DARKNESS - The Vietnam War Chronicles: 1945-1975
KOC-6387	DVD	39.98-VK	3	17	741952638797	THEY FILMED THE WAR IN COLOR - Frances Is Free
KOC-6388	DVD	19.98-VF	1	30	741952638896	THEY FILMED THE WAR IN COLOR - The Pacific War
KOC-6389	DVD	19.98-VF	1	30	741952638995	BEST OF THE DAVID STEINBERG SHOW
KOC-6390	DVD	14.98-YD	1	30	741952639091	LITTLE PRINCE VOLUME 5 - The Gruesome Girl
KOC-6392	DVD	9.98-VB	1	30	741952639299	LITTLE PRINCE VOLUME 6 - The Magic Case
KOC-6393	DVD	9.98-VB	1	30	741952639398	EMBEDDED '45 - Shooting War In Germany
KOC-6394	DVD	19.98-VF	1	30	741952639497	DEATH IN THE BUNKER - The True Story Of Hitler's Downfall
KOC-6395	DVD	19.98-VF	1	30	741952639596	SCULPTURES OF THE LOUVRE
KOC-6398	DVD	39.98-VK	2	20	741952639893	TRUE LEGEND OF THE EIFFEL TOWER, The
KOC-6399	DVD	19.98-VF	1	30	741952639992	FAT SPY, The - Starring Jayne Mansfield
KOC-6401	DVD	9.98-VB	1	30	741952640196	TWO WOMEN - Starring Sophia Loren
KOC-6408	DVD	9.98-VB	1	30	741952640899	POPULAR MECHANICS FOR KIDS - Firefighters And Other Life Saving Heroes
KOC-6409	DVD	14.98-YD	1	30	741952640998	POPULAR MECHANICS FOR KIDS - Lightning And Other Forces Of Nature
KOC-6410	DVD	14.98-YD	1	30	741952641094	BLOODLINES
KOC-6413	DVD	19.98-VF	1	30	741952641391	CHARLES DICKENS COLLECTION 3-PACK
KOC-6414	DVD	79.98-WA	3	10	741952641490	WILLIAM S. BURROUGHS' THE JUNKY'S CHRISTMAS
KOC-6415	DVD	19.98-VF	1	30	741952641599	MCLEOD'S DAUGHTERS - The Complete First Season
KOC-6416	DVD	39.98-WF	6	9	741952641698	KAMA SUTRA 3D - The Secret Art Of Love
KOC-6417	DVD	22.98-WG	1	30	741952641797	PROOF - Season One
KOC-6419	DVD	29.98-VH	2	30	741952641995	SECRETS OF MARY MAGDALENE
KOC-6422	DVD	19.98-VF	1	30	741952642299	EDWARD R. MORROW - The Best Of Person To Person
KOC-6423	DVD	39.98-VK	3	30	741952642398	IMPRESSIONISTS, The
KOC-6428	DVD	34.98-VJ	2	30	741952642893	STREETS, The
KOC-6429	DVD	29.98-VH	2	30	741952642992	SHADES OF DARKNESS
KOC-6430	DVD	29.98-VH	2	30	741952643098	LOOK GREAT NAKED - Abs
KOC-6502	DVD	12.98-VC	1	30	741952650294	LOOK GREAT NAKED - Butt
KOC-6503	DVD	12.98-VC	1	30	741952650394	LOOK GREAT NAKED - Thighs
KOC-6504	DVD	12.98-VC	1	30	741952650492	HIP HOP SHOP
KOC-6600	DVD	19.98-VF	2	30	741952660095	KENNEDY - Starring Marina Shum, John Shea & E.G. Marshall
KOC-6601	DVD	29.98-VH	2	30	741952660194	HEMINGWAY - Starring Stacy Keach, Josephine Chaplin & Marisa Berenson
KOC-6602	DVD	29.98-VH	2	30	741952660293	WINSTON CHURCHILL - Starring Robert Hardy, Sian Phillips & Nigel Havers

KOC-6603	DVD	59.98-WF	3	17	741952660392	WIRE IN THE BLOOD - Season 1 - Starring Robson Green & Hermione Norris
KOC-6604	DVD	19.98-VF	1	30	741952660491	P.D. JAMES - A Mind To Murder
KOC-6605	DVD	29.98-VH	2	30	741952660590	P.D. JAMES - A Taste For Death
KOC-6606	DVD	29.98-VH	2	30	741952660699	P.D. JAMES - Cover Her Face
KOC-6607	DVD	29.98-VH	2	30	741952660798	P.D. JAMES - Death Of An Expert Witness
KOC-6608	DVD	19.98-VF	1	30	741952660897	P.D. JAMES - Original Sin
KOC-6609	DVD	29.98-VH	2	30	741952660996	P.D. JAMES - Shroud For A Nightingale
KOC-6610	DVD	29.98-VH	2	30	741952661092	P.D. JAMES - The Black Tower
KOC-6611	DVD	19.98-VF	1	30	741952661191	P.D. JAMES - Unnatural Causes
KOC-6612	DVD	149.98-WI	13	8	741952661290	P.D. JAMES - Essential Collection
KOC-6613	DVD	99.98-VF	4	15	741952661399	MAIGRET COLLECTION, The - Starring Michael Gambon
KOC-6614	DVD	14.98-VD	1	30	741952661498	OLD MAN AND THE SEA, The - Starring Anthony Quinn, Gary Cole & Patricia Clarkson
KOC-6615	DVD	19.98-VF	1	30	741952661597	BUSHIDO BLADE, The - Starring Richard Boone, Somy Chiba, Frank Convents, Laura Gemser & James Earl Ray
KOC-6616	DVD	19.98-VF	1	30	741952661696	ALIBI - Starring Michael Kitchen & Sophie Okonedo
KOC-6617	DVD	19.98-VF	1	30	741952661795	STATE OF MIND - Starring Michael Kitchen & Sophie Okonedo
KOC-6618	DVD	29.98-VH	2	30	741952661894	RUTH RENDELL MYSTERIES - Road Rage / Simisola
KOC-6619	DVD	29.98-VH	2	30	741952661993	BRIDES OF CHRIST, The - Starring Brenda Fricker, Sandy Goss, Josephine Byrne, Naomi Watts, Russell Crowe
KOC-6620	DVD	19.98-VF	2	30	741952662099	MARRIED MAN, A - Starring Anthony Hopkins, Ciaran Madden, Tracey Childs, Clive Francis, Lise Hilboldt
KOC-6621	DVD	14.99-MK	1	30	741952662197	BRUBECK RETURNS TO MOSCOW
KOC-6622	DVD	14.99-MK	1	30	741952662296	SONOWRITERS - Burton Lane
KOC-6623	DVD	14.99-MK	1	30	741952662395	SONOWRITERS - Charles Strouse
KOC-6624	DVD	14.99-MK	1	30	741952662495	SONOWRITERS - Yip Harburg
KOC-6625	DVD	14.99-MK	1	30	741952662594	SONOWRITERS - Kander & Ebb
KOC-6626	DVD	14.99-MK	1	30	741952662693	SONOWRITERS 4 DISC COLLECTION
KOC-6627	DVD	49.99-NE	4	7	741952662792	NONSENSE 3
KOC-6628	DVD	14.99-MK	1	30	741952662891	CAUSE CELEBRE - Starring Hellea Muren, David Suchet, David Morrissey, Harry Andrews, Norma Wat
KOC-6629	DVD	14.98-VD	1	30	741952662990	DIFFICULT WOMAN, A - Starring Carollee Goodall, Peter Fennely, Bill Hunter, Tara Morice, Bille Brown
KOC-6630	DVD	14.98-VD	1	30	741952663096	CAPTAIN JACK - Starring Bob Hoskins, Gemma Jones, Maureen Lipman, Sadie Frost, Peter McDonald, Anna M
KOC-6631	DVD	9.98-VB	1	30	741952663195	FIRST CIRCLE - Starring F. Murray Abraham, Christopher Plummer, Robert Powell, Victor Garber, Robert Joy
KOC-6632	DVD	14.98-VD	1	30	741952663294	LOVE AFTER DEATH - Starring Walter Matthau, Carol Burnett, John Stamos, Teri Polo
KOC-6633	DVD	14.98-VD	1	30	741952663393	OCTOBER - Starring Stephen Tompkinson, Lydia England, Maria Lennow
KOC-6634	DVD	14.98-VD	1	30	741952663492	AGATHA - CHRISTIE'S PALE HORSE
KOC-6635	DVD	19.98-VF	1	30	741952663591	HANDS OF A MURDERER - Sherlock Holmes
KOC-6636	DVD	19.98-VF	1	30	741952663690	FAITH - Starring Michael Gambon, John Hannah, Susannah Harker, Alexis Denisof
KOC-6637	DVD	29.98-VH	2	30	741952663799	WIRE IN THE BLOOD - Season 2 - Starring Robson Green & Hermione Norris
KOC-6638	DVD	59.98-WF	4	15	741952663898	CRIMEBROKER - Starring Jacqueline Bisset
KOC-6645	DVD	19.98-VF	1	30	741952664598	WIRE IN THE BLOOD - Season 3 - Starring Robson Green & Hermione Norris
KOC-6646	DVD	59.98-WF	4	15	741952664697	LAST MUSKETEER, The - Starring Robson Green & Arkie Whiteley
KOC-6647	DVD	19.98-VF	1	30	741952664796	TAKE ME
KOC-6648	DVD	29.98-VH	2	30	741952664895	STALKER'S APPRENTICE, The
KOC-6649	DVD	19.98-VF	1	30	741952664994	LIE WITH ME
KOC-6650	DVD	19.98-VF	1	30	741952665090	DICK FRANCIS MYSTERIES
KOC-6651	DVD	24.98-VG	2	30	741952665199	MAGICIAN, The - Starring Jay Acovone, Clive Owen & Jeremy Kemp
KOC-6652	DVD	19.98-VF	1	30	741952665298	COMIC KLIP STRIP A
KOC-CKSA	DVD	0.00-P3	9	1	741952000693	COMIC KLIP STRIP B
KOC-CKSB	DVD	0.00-P3	9	1	741952000792	HIP HOP KLIP STRIP
KOC-HRKS	DVD	0.00-P1	9	1	741952000997	

TURK - Raw & Uncut  
 PUBLIC ENEMY - Son Of A Bitch  
 ICONZ, THE - Ya Lookin' At Em  
 ROYCE DA 5'9" - Death Is Certain  
 PUBLIC ENEMY - There's A Point In Conjunction  
 TONY TOUCH - The Pigeonhole  
 TONY TOUCH - The Pigeonhole II  
 ALCHEMIST - 1st Infamy (Explicit Versions)  
 ALCHEMIST - 1st Infamy (Explicit Versions)  
 VARIOUS - REGGAE'S FINEST  
 VARIOUS - CRUNK'D - Mixed & Hosted By Greg Street  
 TURK - Penitentiary Chances (Explicit Version)  
 ALCHEMIST - 1st Infamy (Clean Version)  
 VARIOUS - CHRONIC-LES - Great Breas From The Chronic  
 TONY TOUCH - Dimebo  
 THA ALKAHOLIKS - Firewater (Clean Version)  
 ALCHEMIST - Hold You Down  
 C-MURDER - The Trust S\*\*\* I Ever Said (Explicit Version)  
 C-MURDER - The Trust S\*\*\* I Ever Said (Clean Version)  
 C-MURDER - The Trust S\*\*\* I Ever Said - Screwed  
 C-MURDER - The Trust S\*\*\* I Ever Said - Continued  
 ALCHEMIST, THE - 1st Infamy - Deluxe  
 ALCHEMIST, THE - 1st Infamy Instrumentals  
 ALCHEMIST, THE - 1st Infamy Instrumentals

VELVEL RECORDS LLC

CD	11.98-AK	1	30	634404730128	MOXY FRUVOUS - You Will Go To The Moon
BOT-47301	11.98-AK	1	30	634404730425	MOXY FRUVOUS - Live Noise
BOT-47304	11.98-AK	1	30	634404730524	WERNER, SUSAN - Time Between Trains
BOT-47305	11.98-AK	1	30	634404730722	MOXY FRUVOUS - The B Album
BOT-47401	11.98-AK	2	30	634404740127	CHAPIN, HARRY - The Bottom Line Encore Collection
BOT-47402	11.98-AK	1	30	634404740226	IAN, JANIS - Encore Collection
BOT-47403	11.98-AK	1	30	634404740325	RANKIN, KENNY - The Bottom Line Encore Collection
BOT-47404	11.98-AK	1	30	634404740523	BROWN, SAVOY - The Bottom Line Encore Collection
BOT-47405	11.98-AK	1	30	634404740623	CLEMENTS, VASSAR - The Bottom Line Encore Collection
KOC-8036	11.98-AK	2	30	099923805625	WYMAN, BILL - Compendium Complete Solo Recordings
KOC-8087	11.98-AK	2	30	099923808725	DA VIES, DAVE - Live At The Bottom Line
KOC-9687	11.98-AK	2	30	099923808725	SMITHRENS, THE & DINIZIO, PA - God Save The Smithrems / Pat Dinizio Songs & Stories
VEL-79708	11.98-AK	1	30	63467970825	WYMAN, BILL - Swain Our Stuff
VEL-79714	11.98-AK	1	30	63467971420	KINKS, THE - Everybody's In Show Business
VEL-79716	11.98-AK	1	30	63467971627	KINKS, THE - Low Budget
VEL-79735	11.98-AK	1	30	63467973529	KINKS, THE - Celluloid Heroes
VEL-79768	11.98-AK	1	30	63467976827	SOUNDTRACK/CAST ALBUM - HIGH ART
					WYMAN, BILL - Any Way The Wind Blows

VEL-79800	DVD	14.98-VD	2	30	634677980091	GIRLS OF SCORES
VEL-79801	SC	15.98-AP	1	30	634677980169	KINKS, THE - Muswell Hillbill
VEL-79802	SC	15.98-AP	1	30	634677980268	KINKS, THE - Misfit
VEL-79803	SC	15.98-AP	1	30	634677980367	KINKS, THE - One For The Road
VEL-79804	SC	15.98-AP	1	30	634677980466	KINKS, THE - Give The People What They Want
VEL-79805	SC	15.98-AP	1	30	634677980565	KINKS, THE - Schoolboys In Disgrace
VEL-79806	SC	15.98-AP	1	30	634677980664	KINKS, THE - State Of Confusion
VEL-79807	SC	15.98-AP	1	30	634677980763	KINKS, THE - Word Of Mouth
VEL-79808	SC	15.98-AP	1	30	634677980862	KINKS, THE - Preservation Act 1
VEL-79809	SC	15.98-AP	1	30	634677980961	KINKS, THE - Preservation Act 2
VEL-79810	SC	15.98-AP	1	30	634677981067	KINKS, THE - Sleepwalker
VEL-79811	SC	15.98-AP	1	30	634677981166	KINKS, THE - Soap Opera
VEL-79812	SC	17.98-AR	1	30	634677981265	KINKS, THE - Come Dancing With The Kinks
VEL-79816	SC	15.98-AP	1	30	634677981661	KINKS, THE - Everybody's In Showbiz
VEL-79817	SC	15.98-AP	1	30	634677981760	KINKS, THE - Low Budget
VEL-79818	DVD	14.99-MK	1	30	634677981890	KINKS, THE - The Kinks - One For The Road
VEL-79819	CD	63.98-BY	7	5	634677981920	KINKS, THE - Arista Years - Limited Edition
VEL-79820	CD	15.98-AP	1	30	634677982026	DAVIES, RAY - Return To Waterloo - Music From The Molina Picture
VEL-79821	CD	34.98-BU	6	6	634677982125	KINKS, THE - RCA Years Limited Edition

Catalog-797

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Label	Album Title	Release #	Rel. Date	Registration #
KOCH ENTERTAINMENT LLC	...And Heaven Took	KOC 8582	02/26/02	SR 307-480
SR COPYRIGHT REGISTRATION OTHER THAN KIC	18 Again An Anthology	KOC 8384	05/21/02	SR 341-430
INCEPTION TO 11/16/2006	1st Infantry	KOC 9548	09/21/04	SR 366-763
	1st Infantry Deluxe CD/DVD Edition	KOC 9967	05/31/06	SR 390-940
	1st Infantry, The Instrumentals	KOC 9968	11/08/05	SR 385-158
	3-D	KOC 9583	08/24/05	SR 369-062
	5th Dog Let Loose	KOC 8196	10/10/00	SR 293-820
	7TH INNING STRETCH	KOC 4126	07/11/06	PENDING
	A Celebration Of Shakespeare	KOC 8079	02/22/00	SR 309-447
	A Sugar Tree - Amy Rigby	KOC 8157	09/28/00	SR 299-886
	A Tribute to George Harrison	KOC 8390	02/25/03	SR 345-603
	A Tribute to King of Blue Vol 1	KOC 9819	07/13/04	SR 366-126
	Actual Size	KOC 7889	01/11/00	SR 309-578
	After Texas	KOC 5833	11/08/05	SR 385-157
	Ain't Life Grand	KOC 8198	10/10/00	SR 289-046
	All I Hope For Christmas	KOC 9592	10/05/04	SR 370-992
	All This - Live in the U.K. Vol. 1	KOC 8581	01/09/01	SR 309-603
	American Psycho	KOC 8164	04/04/00	SR 294-948
	And All the Colors	KOC 8062	03/14/00	SR 293-847
	And All the Colors-Ian Moore	KOC 8062	03/14/00	SR 288-466
	Any Old Time	KOC 8400	10/08/02	SR 339-603
	Anyway the Wind Blows	VEL 79768	02/22/99	SR 181-431
	Are You Game	KOC 8251	04/24/01	Pending
	ARIA	KOC 5763	08/10/04	Pending
	ARIA 2	KOC 5764	09/21/04	Pending
	ARIA 3	KOC 5765	09/21/04	PENDING
	AS DIFFERENT AS WE ARE	KOC 5940	09/05/06	SR 373-573
	As Requested	KOC 9917	06/07/05	SR 339-605
	Ash Wednesday	KOC 8361	02/11/03	SR 294-599
	Baby Mother	KOC 8097	03/28/00	Pending
	Bacdafucup Part 2	KOC 8268	07/09/02	SR 299-152
	Bad Sneakers and a Pina Colada	KOC 8221	03/13/01	SR 373-583
	Beates Regrooved	KOC 9915	06/07/05	PENDING
	BEAT'N DOWN YO BLOCK	KOC 5973	10/03/08	SR 308-582
	Believe It	KOC 7860	04/20/99	SR 238-359
	Beneath The Devil Moon	VEL 79703	07/15/97	SR 345-606
	Beyond Time	AUD 8168	06/24/03	

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REEL: 003569 FRAME: 0115

Koch Entertainment LP	Big Star Small World	KOC 9999	06/05/06	Pending
Koch Records	Bigacts Littleacts	KOC 8263	03/27/01	SR 310-144
Audium Entertainment LLC	Bipolar and Proud	KOC 9809	08/24/04	SR 366-101
Koch Jazz	Birdland Series	KOC 8573	09/26/00	SR 327-815
Koch Jazz	Birdland Series	KOC 8574	09/26/00	SR 327-818
Koch Jazz	Birdland Series	KOC 8575	09/26/00	SR 309-586
Koch Entertainment LLC	Black Water Park - Opeth	KOC 8237	03/01/01	SR 288-765
STREET CRED ENTERTAINMENT LLC/ KOCH ENT LP	BLACK TESTED- HOOD APPROVED	KOC 5881	10/03/06	PENDING
Audium Entertainment LLC	Blue Christmas	AUD 8120	10/10/00	SR 214-785
VelVel Records LLC	Blue Plate Special	VEL 79701	03/18/07	SR 228-134
Audium Entertainment LLC	Blues Ain't Working for me (1)	N/A	N/A	N/A
In the Paint Records LLC	Bobby Digital Presents Northstar	KOC 8395	01/20/04	SR 366-766
In the Paint Records LLC	Body of Life Force	KOC 8210	10/24/00	SR 289-049
Koch Entertainment LLC	Bone	KOC 9626	01/25/05	SR 372-495
Koch Entertainment LLC	Bone Brothers	KOC 5719	02/22/05	Pending
Koch Entertainment LLC & Joan Baaz	Bowery Songs	KOC 5714	09/06/05	SR 379-266
Koch Entertainment LLC	Boys Don't Cry	KOC 8078	11/13/89	SR 293-851
SLAM JAMZ RECORDS LLC/ KOCH ENTERTAINMENT LP	BRING THAT BEAT BACK	KOC 5840	08/08/06	PENDING
In the Paint Records LLC	Broke Plimpin	KOC 8166	06/26/01	SR 289-052
Koch Entertainment	Broke Plimpin	KOC 8166	06/26/01	SR 298-039
VelVel Records LLC	Brother Aldo	VEL 79756	08/05/97	SR 228-127
VelVel Records LLC	Bug	KOC 8398	05/07/02	SR 320-074
DOGGY STYLE RECORDS	CALL IZ ACTIVE	KOC 5919	06/27/06	PENDING
Koch Entertainment LLC	Calling the Wild	KOC 8151	09/12/00	SR 309-445
Koch Entertainment LLC	Can't Go On	KOC 9837	08/24/04	SR 371-008
Koch Entertainment LLC	Car Fulla White Boys	KOC 8213	08/08/00	SR 271-511
Jayden, Inc. & Koch Entertainment LP	Car Show Tour	KOC 5968	12/13/05	SR 385-155
Koch Entertainment LLC	Casper's Haunted Christmas	KOC 8202	10/09/01	SR 309-604
Koch Entertainment LLC	Chance & Circumstance	KOC 8509	10/21/03	SR 369-031
Koch Entertainment LLC	Choose Love	KOC 9550	06/07/05	SR 373-580
Koch Entertainment LLC	Choose Love	KOC 9919	06/07/05	SR 373-581
Audium Entertainment LLC	Christmas Grass	AUD 8162	10/08/02	SR 345-607
Koch Entertainment LLC	Christmas Grass Volume 2	KOC 9804	10/05/04	SR 369-070
Koch Entertainment LLC	Christmas Regrooved	KOC 9806	10/05/05	SR 369-061
Koch Entertainment LLC	Christmas Rhapsody	KOC 9610	10/05/04	SR 371-014
Koch Entertainment LLC	Christmas Songs	KOC 9554	10/05/04	SR 369-016
Audium Entertainment LLC	Christmas Time in Texas	AUD 8134	10/09/01	SR 309-602
Koch Entertainment LLC	Chronic Joinz Da Hits Vol One	KOC 8238	04/09/02	SR 346-941
Koch Entertainment LLC	Classics Live in Concert	KOC 9874	03/08/06	SR 371-013
Koch Entertainment LLC	Classics Regrooved	KOC 9572	07/27/04	SR 369-025
Konk Records*	Come Dancing with Me	VEL 79733	10/24/00	SR 299-778
VelVel Records LLC	Countdown 1992-1993	VEL 79753	06/02/98	SR 255-224

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REEL: 003569 FRAME: 0116

Koch Entertainment LLC	Crunk'D	KOC 9567	05/25/04	SR 366-760
Koch International LP	Day at the Beach	KOC 8001	08/16/98	SR 309-448
Soil Records, LLC & Koch Entertainment LP	Dead Prez Presents M-1 Confidential	KOC 5994	03/21/08	Pending
VeVeI Records LLC	Death of a Minor TV Celebrity	VEL 79738	10/13/98	SR 251-001
Koch Entertainment LLC	Deja Blue	KOC 7881	07/10/01	SR 309-607
In the Paint Records LLC	Demonz in my Sleep	KOC 8167	10/09/01	SR 309-605
Koch Entertainment LLC	Diary of a Mod Housewife	KOC 7922	08/20/96	SR 288-623
Koch Entertainment LLC	Diary of a Mod Housewife	KOC 7922	08/20/96	SR 285-750
Koch Entertainment LLC	Dignity Devon	KOC 8107	07/25/00	SR 293-844
In the Paint Records LLC	Digital Bullet	KOC 8182	08/28/01	SR 309-594
Koch Entertainment LLC & Diplomatic Music	Diplomatic Immunity 2	KOC 5771	11/23/04	Pending
Audium Entertainment LLC	Divide and Conquer	AUD 8126	11/06/01	SR 309-600
Koch Entertainment LLC	Double Bill	KOC 8287	06/26/01	SR 299-143
In the Paint Records LLC	Down South Flava	KOC 8193	08/28/01	SR 308-601
Koch Entertainment LLC	Dr C.C.	KOC 8091	04/25/00	SR 293-836
Koch Entertainment LLC	Dream in Red	KOC 8080	02/27/01	SR 309-599
Audium Entertainment LLC	Dreamland	KOC 9803	06/24/04	SR 366-102
Koch Entertainment LLC	Dwights Used Records	KOC 9805	02/27/01	SR 366-105
Koch Entertainment LLC	Evergreen Boy	KOC 8054	01/25/00	SR 293-837
Audium Entertainment LLC	Every Song I Write Is For You	AUD 8132	07/24/01	SR 309-596
Koch Records*	Everybody's in Show Business	VEL 79720	07/14/98	Pending
Koch Entertainment LLC	Everything Changed	KOC 9501	03/23/04	SR 369-066
Koch Entertainment LLC	Expose This	KOC 8698	07/13/04	SR 370-996
Audium Entertainment LLC	Farm Fresh Onions	AUD 8191	10/07/03	SR 366-124
Koch Entertainment LLC	Fast Girl	AUD 8118	01/01/01	SR 299-138
In the Paint Records LLC	Faster Than You Know	KOC 8499	09/23/03	SR 366-765
In the Paint Records LLC	Fat Beats	KOC 8203	06/26/01	SR 309-590
Koch Entertainment LLC	Fine Upstanding Citizen	KOC 9840	03/22/05	SR 369-063
In the Paint Records LLC	Firestar	KOC 8180	02/13/01	SR 288-606
Koch Entertainment	Firestarr	KOC 8180	02/13/01	SR 299-145
Koch Entertainment LP	Firewater	KOC 8472	01/24/06	SR 365-162
Koch Entertainment LLC	Foreststorm	KOC 7870	06/12/01	SR 309-598
VeVeI Records LLC	Freaks	VEL 79752	08/05/97	SR 228-137
Koch Entertainment LLC	Free	KOC 9634	07/27/04	SR 369-241
Koch Entertainment LLC	Free the West Memphis 3	KOC 8150	10/10/00	SR 294-604
Koch Entertainment LLC	Freedom is a State of Mind	KOC 8325	07/24/01	SR 308-446
Koch Entertainment LLC	Freedom is a State of Mind	KOC 8325	07/24/01	SR 322-252
Audium Entertainment LLC	Fried Green Tomatoes	AUD 8116	05/23/00	SR 214-783
VeVeI Records LLC	Frustration no. 10	KOC 8340	10/21/97	SR 243-886
Koch Entertainment LLC	GAS	KOC 9916	06/07/05	SR 373-574
VeVeI Records LLC	Gasolina	VEL 79702	04/01/87	SR 220-539
In the Paint Records LLC	Get Your Self Up	KOC 8340	09/25/01	SR 309-593

Koch Entertainment LLC & The New No Limit	Ghetto Bill	KOC 5962	10/18/05	SR 379-263
Koch International LP	Giant Sand	KOC 7914	01/23/96	SR 309-449
Konk Records*	Give the people what they want	VEL 79730	04/27/99	SR 299-730
Koch Entertainment LLC	God Give the Lord Praise	KOC 5761	05/20/05	SR 379-2644
Koch Entertainment LLC	God Save the Smithereens	KOC 9057	10/19/99	SR 299-878
Koch Entertainment LLC	God Save the Smithereens	KOC 9687	02/08/05	SR 371-276
VeVeL Records LLC	God Save the Smithereens	KOC 8057	10/19/99	SR 285-837
Koch Jazz	Going To Meet The Man	KOC 51413	04/09/02	SR 320-094
VeVeL Records LLC	Groovin	KOC 8286	06/26/01	SR 299-151
Koch Entertainment LLC	Hacienda Brothers	KOC 9842	02/22/05	SR 369-028
Koch Entertainment LLC	Hampster Dance Hits	KOC 9557	04/27/04	SR 368-954
Koch Records	Hampsterdance Christmas	KOC 8308	11/06/01	SR 310-145
Koch Entertainment LLC	Hard 2 B-Legit	KOC 8322	09/24/02	SR 320-357
Koch Entertainment LLC & Diplomatic Mann LLC	Harlem Diary of a Summer	KOC 5830	08/23/05	SR 379-286
Koch Entertainment LLC & Diplomatic Mann LLC	Harlem Diary of a Summer	KOC 5831	08/23/05	SR 378-269
In the Paint Records LLC	Haystak	KOC 8213	08/08/00	SR 322-251
Koch Entertainment	Haystak	KOC 8213	01/01/01	SR 298-059
Koch Entertainment LLC	Heart Shaped Scar	KOC 8153	07/24/01	SR 309-585
Koch Entertainment LLC	Hempin Ain't Easy	KOC 8167	09/12/00	SR 294-824
Koch Entertainment LLC	Hempin Ain't Easy	KOC 8167	09/12/00	SR 289-045
Koch Entertainment LLC	Hi Fi	KOC 8220	09/22/01	SR 299-153
VeVeL Records LLC	High Art	VEL 79735	06/30/98	SR 255-000
Koch Entertainment LP	Hip Hop Baby	KOC 5862	09/20/05	SR 385-216
Koch Entertainment LLC	Home is a Strange Place	KOC 8102	08/22/00	SR 309-597
Koch Records	Hot	KOC 8242	04/24/01	SR 310-216
In the Paint Records LLC	How Bad Do You Want It	KOC 8522	08/12/03	SR 369-642
Koch Entertainment LLC	How to think like Leonardo Da Vinci - Vol 1	KOC 8099	04/11/00	SR 293-846
Koch Jazz	However Humble	KOC 8579	10/10/00	SR 308-577
Koch Entertainment LLC	Hung For the Holidays	KOC 8638	10/18/04	SR 369-022
Koch Entertainment LLC	I Believe	KOC 9676	04/26/05	SR 373-588
Koch Entertainment LLC	I Can't Be New	KOC 8521	03/09/04	SR 369-006
Audium Entertainment LLC	I Want My Money Back	AUD 8167	03/25/03	SR 344-872
Audium Entertainment LLC	I'm Still the Same	AUD 8154	07/09/02	SR 339-804
Koch Entertainment LLC	I'm Your Biggest Fan	KOC 8843	02/22/05	SR 369-074
Koch Entertainment LLC	Inevitable	KOC 8180	11/09/04	SR 371-017
Koch Entertainment LLC	Inspiration	KOC 8679	03/23/04	SR 369-080
VeVeL Records LLC	It	VEL 79750	08/05/97	SR 223-126
VeVeL Records LLC	Its on Fire	VEL 79740	09/02/97	SR 242-216
Koch Entertainment LLC	It's time to decide	KOC 9946	09/20/05	SR 379-287
Koch Entertainment LLC	Joel Forrester & Illustrious Others	KOC 7845	04/20/99	SR 309-581
Koch Entertainment LLC	Judgement	KOC 8225	01/23/01	SR 309-486
Koch Entertainment LLC	Just Like There's Nothin' To It	KOC 9534	05/11/04	SR 371-005

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Koch Jazz	Kamikaze Ground Crew	KOC 7855	01/11/00	SR 327-817
In the Paint Records LLC	Killa Beez	KOC 8403	03/12/02	SR 320-109
VeVe Records LLC	Killing Some Dead Time	VEL 79743	03/10/98	SR 251-476
Koch Entertainment LP	Kinked	KOC 9996	03/07/06	Pending
Koch Entertainment LLC	Last Chance Lounge	KOC 8154	10/10/01	SR 309-595
Koch Entertainment LLC	Latest Thing	KOC 8085	04/11/00	SR 293-819
Koch Entertainment LLC	Latest Thing	KOC 8086	04/11/00	SR 288-624
Koch Entertainment LLC	Leave The Light On	KOC 8241	10/21/03	SR 368-858
Koch Entertainment LLC	Legal Hustle	KOC 5727	05/25/04	Pending
Koch Entertainment LLC	Lexicon of Live	KOC 8105	06/27/00	SR 293-849
Koch Entertainment LLC & Chopper City Records	Life After Cash Money	KOC 5780	07/27/04	SR 384-184
Koch Entertainment LLC & The Enterprise	Life After Def	KOC 5702	10/21/03	Pending
Laboratory Records and Koch Records / In the Paint	Life as a Mack Volume 1	KOC 8428	10/22/02	Pending
In the Paint Records LLC	Life Force Radio	KOC 8356	05/21/02	SR 320-989
Koch Entertainment LLC	Listen To The Movies: Monsterfest	KOC 9639	09/07/04	SR 371-010
Koch Entertainment LLC	Listen to the music	KOC 9879	08/09/05	SR 379-268
DJ KHALED PRODUCTIONS INC/ KOCH ENTERTAINMENT LP	LISTENNN	KOC 4116	08/06/08	PENDING
Koch Entertainment LLC	Live at Montreux	KOC 9699	04/12/05	Pending
Koch Entertainment LLC	Live at Paradise	KOC 9641	03/08/05	Pending
Koch Entertainment LLC	Live at Paradise	KOC 9962	09/09/05	SR 379-262
Koch Entertainment LLC	Live at the Bottom Line	KOC 8227	08/14/01	SR 309-606
KOCH ENTERTAINMENT LP	LIVE AT THE RYMAN	KOC 9690	07/11/06	PENDING
Audium Entertainment LLC	Live In London....England	AUD 8157	06/25/02	SR 320-108
Chopper City Records and Koch Records / In The Paint	Livin' Legend	KOC 8465	02/25/03	Pending
Audium Entertainment LLC	Living The Good Life	AUD 8185	09/09/03	SR 366-123
Koch Records	Loud Music for Loud People	KOC 8426	08/13/02	SR 345-604
VeVe Records LLC	Love God Music	KOC 8084	02/22/00	SR 283-830
Koch Records*	Low Budget	VEL 79727	04/27/99	SR 310-291
Koch Entertainment LLC	Lucky to Be	KOC 8089	06/13/00	SR 309-830
Koch Entertainment LLC & Goodie Mob Records, Inc	Lumber Jacks	KOC 5803	01/25/05	SR 385-154
Koch Entertainment LLC	Makole Wakan-Red Thunder	KOC 7816	09/19/95	SR 289-054
VeVe Records LLC	Manhole	VEL 79714	02/24/98	SR 250-503
VeVe Records LLC	Masters of the Universe	VEL 79751	08/05/87	SR 228-135
Koch Entertainment LLC	Middliscence	KOC 7998	09/15/98	SR 299-879
Koch Entertainment LLC	Midian	KOC 8219	10/13/00	SR 289-053
In the Paint Records LLC	Mind	KOC 8310	04/24/01	SR 310-217
KOCH ENTERTAINMENT LP/ANGEL PRODUCTIONS	MINDFREAK THE OFFICIAL SOUNDTRACK	KOC 5949	09/05/06	PENDING
Koch Entertainment LLC	Miracle: Happy Summer	KOC 9945	07/12/05	SR 373-577
Koch Entertainment LLC & Diplomatic Man, Inc.	More Then Music Vol. 1	KOC 5835	07/12/05	SR 385-163
Koch Jazz	Movin' On	KOC 51008	01/22/02	SR 307-477
In the Paint Records LLC	Murder She Spoke	KOC 8239	10/23/01	SR 309-584
Koch Records	Music From The Motion Picture Series 7: Are You Game	KOC 8251	02/13/01	SR 369-174

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Konk Records*	Muswell Hillbillies	VEL 79719	07/14/98	SR 299-750
Goodie Mob and Koch Records / In The Paint	Mutant Mindframe	KOC 8481	08/12/03	Pending
Koch Entertainment LLC	My American Songbook	KOC 9683	03/08/05	SR 369-071
Koch Entertainment LLC	My Foolish Heart	KOC 7887	03/13/01	SR 309-588
Koch Jazz	Mysalica - Visions of Africa	KOC 7890	03/14/00	SR 309-583
Koch Entertainment LLC	Naked Guitar	KOC 9849	08/09/05	SR 385-164
Koch Entertainment LLC	Never Let the Bastards Get you Down	KOC 8058	08/22/00	SR 289-051
Koch Entertainment LLC	New York City	KOC 8678	07/08/03	SR 372-489
Koch Entertainment LLC	New York City Remix Album	KOC 9627	08/10/04	SR 368-853
Koch Jazz	No.....REALLY!	KOC 7814	09/22/97	SR 327-805
Koch Entertainment LLC	Noisy Pipes Loveley Noises	KOC 8152	06/13/00	SR 293-839
Koch Entertainment LLC	Normaloogy	KOC 7884	01/09/01	Pending
VeVeI Records LLC	Now & Live	VEL 79790	06/17/97	SR 188-750
Audlum Entertainment LLC	Now and Again	AUD 8125	07/11/00	SR 214-808
Koch Entertainment LLC	Oculus Infernum	KOC 9524	10/07/03	SR 370-990
In The Paint Records LLC & Da Vault Music	On My Own	KOC 5701	08/26/03	Pending
Koch Entertainment LLC & Diplomatic Music	On My Way to Church	KOC 5770	08/24/04	Pending
Koch Records*	One for the Road	VEL 79728	04/27/99	Pending
Koch Entertainment LLC	Only In Amerika	KOC 9632	02/22/05	SR 369-064
Koch Records	Only the Strong Survive	KOC 8655	05/06/03	SR 338-606
Koch Records	Out of the Shadow	KOC 8470	03/25/03	SR 345-602
Koch Jazz	Out of This World	KOC 51001	10/23/01	SR 310-146
Koch Entertainment LLC	P.S.	KOC 9656	11/09/04	SR 369-073
Koch Entertainment LLC	Pacific Coast Rambler	KOC 8255	11/06/01	SR 309-591
Koch Entertainment LLC	Penitentiary Chances	KOC 9575	04/27/04	SR 366-762
Koch Jazz	People Like Us In Heaven	KOC 7853	03/22/98	SR 327-804
Koch Jazz	Perdido	KOC 7852	02/17/98	SR 327-801
Koch Entertainment LLC	Pictures From Life's Other side	KOC 8053	08/17/99	SR 285-021
KOCH ENTERTAINMENT LP	PIZZA EP	KOC 4158	09/05/08	PENDING
Koch Entertainment LLC	Platinum	KOC 9877	09/06/05	SR-379-260
Koch Entertainment LLC	Platinum In Da Ghetto	KOC 8372	01/22/02	SR 307-460
Koch Entertainment LLC	Pokemon the First Movie	KOC 8905	05/09/00	SR 294-598
Koch International LP	Popular Demons	KOC 7997	09/15/98	SR 313-633
Audlum Entertainment LLC	Population Me	AUD 8178	08/24/03	SR 339-609
Konk Records*	Preservation Act I	VEL 79721	07/14/98	SR 300-199
Konk Records*	Preservation Act II	VEL 79722	07/14/98	SR 300-210
Koch Entertainment LP	Proven Worldwide	KOC 4116	05/31/06	SR 390-590
KOCH ENTERTAINMENT LP	PROVEN WORLDWIDE	KOC 4199	5/23/006	PENDING
Koch Records	Public Face, Private Face	KOC 8451	10/08/02	SR 344-871
Koch Entertainment LLC	Queen of Pop	KOC 9582	04/27/04	SR 371-019
Koch Entertainment LP	Reclant	KOC 9899	03/21/06	Pending
Koch Entertainment LLC	Raggae's Finest	KOC 9566	06/29/04	SR 366-791

Koch Jazz	Rare Beauty	KOC 7883	10/10/00	SR 366-794
In the Paint Records LLC	Raw & Uncut	KOC 8661	10/21/03	Pending
Koch Entertainment LLC	Re: made volume one	KOC 5830	08/09/05	SR 379-261
BARCODE STUDIOS INC/ ULTRAX RECORDS INC & KOCH ENTERTAINMENT LLC	REAL ROMANCE	KOC 4138	09/05/06	PENDING
Koch Entertainment LLC	Redemption	KOC 8477	01/21/03	SR 371-023
In the Paint Records LLC	Reggae's Finest	KOC 9566	06/29/04	Pending
Koch Jazz	Remembering tree friends	KOC 7858	04/22/97	SR 327-802
Koch Entertainment LLC & The New No Limit	Remix Classics	KOC 5847	09/20/05	SR 379-259
Koch Entertainment LP	Rendezvous in Rio	KOC 9964	05/31/06	Pending
Slam Jamz LLC and Koch Records / In The Paint	Revolutions	KOC 8388	07/23/02	Pending
Koch Entertainment LLC	Rhythm Kings Groovin	KOC 8286	06/26/01	SR 299-151
Koch Entertainment LLC	Rhythm Kings-Double Bill	KOC 8287	01/07/01	SR 299-143
KOCH ENTERTAINMENT LP	RICHARD BUTLER	KOC 9987	04/18/06	PENDING
Koch Entertainment LP	Richard Butler	KOC 9987	06/05/06	Pending
Koch Entertainment LP	Right About Now	KOC 5963	11/22/05	SR 385-160
Koch Entertainment LLC	Ringorama	KOC 8428	03/25/03	SR 371-000
Koch Entertainment LLC	Ringorama Deluxe	KOC 9533	11/11/03	SR-02/05
VeVe Records LLC	Rise	VEL 79739	10/13/98	SR 181-402
Audium Entertainment LLC	Rodney Redman	AUD 8161	08/27/02	SR 320-093
Koch Entertainment LLC	Rollercoaster	KOC 9698	04/26/05	SR 373-582
Koch Entertainment LP	Rollergirls Music The A&E Television	KOC 4104	02/07/06	Pending
Koch Jazz	Room Enough	KOC 7851	01/20/98	SR 327-809
Koch Entertainment LLC	Rough Cut Diamond	KOC 8286	06/26/01	SR 299-889
Family First Entertainment, Inc & Koch Entertainment LP	Salutes The St. Marxmen	KOC 5925	10/18/05	SR 385-202
Koch Entertainment LLC	Satisfied Mind	KOC 9851	06/07/05	SR 373-471
Koch Entertainment LLC	Saw Soundtrack	KOC 9653	10/05/04	SR 368-009
Konk Records*	School Boys in Disgrace	VEL 79724	07/14/98	SR 299-846
Koch Entertainment LLC	Series 7	KOC 8251	04/24/01	SR 289-056
THE SHUSHYBYE COMPANY/KOCH ENTERTAINMENT LP	SHUSHYBYE AND GOODNIGHT	KOC 5957	06/27/06	PENDING
VeVe Records LLC	Silver Tones Smile	VEL 79700	07/14/98	SR 256-715
Koch Entertainment LLC	Sketches of James - All Star Jazz Tribute	KOC 6580	01/23/01	SR 309-608
Koch Records*	Sleepwalker	VEL 79725	11/24/98	Pending
Koch Entertainment LLC	Smoke This	KOC 8072	10/19/89	SR 289-047
In the Paint Records LLC	Sneak Attack	KOC 8242	04/24/01	SR 289-055
Koch Entertainment	Sneak Attack	KOC 8242	04/24/01	SR 298-965
KOCH ENTERTAINMENT LP	SNOWFALL	KOC 9986	10/03/06	PENDING
Konk Records*	Soap Opera	VEL 79723	07/14/98	SR 300-204
Koch Entertainment LLC	Solarized	KOC 9671	02/22/05	SR 371-022
VeVe Records LLC	Somewhere In the City	VEL 79717	06/25/98	SR 260-379
VeVe Records LLC	Songs and Sounds	VEL 79706	10/07/97	Pending
Audium Entertainment LLC	Songs from the Grass Singing Ranch	AUD 8117	09/08/00	SR 214-776
Audium Entertainment LLC	Soul	AUD 8178	05/06/03	SR 345-605

KOCH ENTERTAINMENT LP	SOUL TO SOULS	KOC 9993	04/04/06	PENDING
Koch Entertainment LP	Soul To Souls	KOC 9993	05/31/06	SR 390-942
Koch Records	South Bronx 2002	KOC 8411	05/21/04	Pending
In the Paint Records LLC	South Bronx Remix	KOC 8411	05/21/02	Pending
Koch Entertainment LLC	Spiritual Minded	KOC 8363	01/22/02	SR 307-479
VeVeL Records LLC	Spitting Out Miracles	VEL 79749	06/09/98	SR 255-229
Koch Entertainment LLC	Stabbing Westward	KOC 8204	05/22/01	SR 289-006
Koch Entertainment LLC	Stabbing Westward	KOC 8204	05/22/01	SRu 457-176
Koch Entertainment LLC	Stand	KOC 8675	09/23/03	5/02/05
Koch International LP	Standing on the shoulders of Giants	KOC 8035	03/23/99	SR 309-451
Konk Records*	State of Confusion	VEL 79731	04/27/99	SR 299-744
Koch Entertainment LLC	Sill at Sea	KOC 7892	06/12/01	SR 309-589
Koch Jazz	Sill at Sea	KOC 7892	06/12/01	SR 327-806
Audium Entertainment LLC	Sill Country	AUD 8119	09/12/00	SR 214-812
Koch Entertainment LLC	Sill Restless	KOC 9821	11/09/04	SR 371-007
Koch Jazz	Stop the Music	KOC 7843	09/16/97	SR 327-803
Koch Entertainment LLC	Strange Transmissions	KOC 9586	05/11/04	SR 369-242
VeVeL Records LLC	Siridin our stuff	VEL 79708	02/24/98	SR 249-433
Gypsy Records	Superlife	VEL 79783	09/16/97	SR 241-016
Koch Entertainment LLC	Superstar USA	KOC 9809	06/08/04	SR 369-068
Koch International	Swing Low	KOC 7872	04/20/99	SR 309-587
Koch Entertainment LLC	Temporary Shelter	KOC 8205	02/13/01	SR 309-576
Koch Entertainment LP	Teranga	KOC 9969	06/05/06	Pending
KOCH ENTERTAINMENT LP	TERANGA	KOC 9969	06/06/06	PENDING
DJ Khaled Productions, Inc. & Koch Entertainment, LP	Terror Squad Present DJ Khaled Listennn	KOC 4118	05/31/06	Pending
KOCH ENTERTAINMENT LP	THA GHETTO STAR	KOC 4123	07/25/06	PENDING
Audium Entertainment LLC	That's Why I Sing This Way	AUD 8151	04/23/02	SR 320-171
KOCH ENTERTAINMENT LP / SMACK WHITE ENTERTAINMENT	THE ALBUM VIOL 1	KOC 5857	02/21/06	PENDING
VeVeL Records LLC	The Amazing Royal Crowns	VEL 79716	04/07/98	SR 225-500
Koch Jazz	The Atlantic Sessions	KOC 8500	05/17/99	SR 327-819
Koch Jazz	The Band that Swings	KOC 7860	07/20/99	SR 327-814
Koch Entertainment LLC	The Best of Blues Saraceno	KOC 8174	09/12/00	SR 299-137
Koch Entertainment LLC & Diplomatic Man, Inc.	The Best Out	KOC 5944	06/21/05	SR 385-217
Koch Entertainment LLC	The Book of Animus-Keptyn	N/A	N/A	SRu 475-601
Koch Entertainment LLC	The Book of Animus-Keptyn	N/A	N/A	SRu 470-546
KOCH ENTERTAINMENT LP / D-BLOCK ENTERTAINMENT	THE CD/DVD MIXTAPE	KOC 5885	07/07/06	PENDING
KOCH ENTERTAINMENT LP / DEJA 34 RECORDS	THE CHAMPIONS: NORTH MEETS THE SOUTH	KOC 5993	08/22/08	PENDING
Koch Entertainment LLC	The Chill Album	KOC 8961	10/18/05	SR 385-159
Koch Entertainment LLC	The Crow Salvation	KOC 8070	03/28/00	SR 280-123
Koch Entertainment LLC	The Crow Salvation-Prg Mollan Picute Score	KOC 8075	04/11/00	SR 295-594
KOCH ENTERTAINMENT LP	THE DEATH OF WILLIE LYNCH	KOC 9984	09/05/08	PENDING
Koch Entertainment LLC	The Evil Powers of Rock N Roll	KOC 20801	11/16/99	SR 293-838

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Koch Jazz	The George Shearing Quartet	KOC 51004	03/12/02	SR 369-199
Koch Jazz	The George Shearing Trio	KOC 51003	03/12/02	SR 369-198
VeVeI Records LLC	The Girls of Scores	VEL 79704	10/21/97	SR 249-273
VeVeI Records LLC	The Girls of Scores	VEL 79800	02/10/04	Pending
Koch Records	The Global Warm-Up Mix CD	KOC 9990	05/31/06	SR 390-943
In the Paint Records LLC	The Great White Pimp	KOC 8228	10/22/02	SR 339-610
Koch Entertainment LLC	The Hampster Dances Album	KOC 8212	10/24/00	SR 289-048
Koch Entertainment LLC	The Hampster Dance Album	KOC 8212	03/01/00	SR 289-041
Koch Entertainment LLC	The Hampster Dance Song	KOC 8161	06/13/00	SR 283-749
Koch Jazz	The Heart and Soul of George Shearing	KOC 51002	10/23/01	SR 310-143
Koch Entertainment LLC & Chopper City Records	The Heart of The Streets	KOC 5819	04/24/05	SR 385-161
Chopper City Records, LLC & Koch Entertainment LP	The Heart Of The Streets, Vol.2 (I Am What I Am)	KOC 5849	03/21/06	Pending
Koch International LP	The Kropotkins	KOC 7924	06/18/99	SR 309-450
Audium Entertainment LLC	The Larkins	AUD 8165	07/08/03	SR 366-100
Audium Entertainment LLC	The Legend Lives On: A Tribute to Bill Monroe	AUD 8170	02/11/03	SR 339-607
Audium Entertainment LLC	The Long Way	AUD 8158	09/24/02	SR 320-104
Koch Jazz	The Merry Frolics of Satan	KOC 7885	11/16/99	SR 327-816
D-BLOCK INC/ KOCH ENTERTAINMENT LP	The Mix Tape	KOC 8458	08/27/02	SR 320-078
Koch Entertainment LLC	THE MIXTAPE	KOC 5888	07/07/06	PENDING
Koch Entertainment LLC	The Mothership	KOC 8111	06/27/00	SR 289-050
In the Paint Records LLC	The Movement	KOC 8660	06/10/03	SR 339-608
VeVeI Records LLC	The Myth of Fingerprints	VEL 79705	09/16/97	SR 241-034
In the Paint Records LLC	The Natural	KOC 8344	07/23/02	SR 320-091
Audium Entertainment LLC	The Original Dixie Flick	AUD 8184	11/11/03	SR 366-103
Audium Entertainment LLC	The Peer Sessions	AUD 8152	05/21/02	SR 341-429
Koch Entertainment LP & Alma's Bottom LLP	The Product One Humid	KOC 5828	02/21/06	Pending
Collipark Music Inc and Koch Records / In The Paint	The Realist	KOC 8444	01/21/03	Pending
Koch Entertainment LLC	The Sting	KOC 8362	03/12/02	SR 307-478
Koch Entertainment LLC	The Truest \$#!@ I Ever Said	VEL 79755	03/22/05	SR 365-627
Koch Entertainment LLC & The New No Limit	The Truth	KOC 5790	02/22/05	SR 388-638
Koch Entertainment LLC & The New No Limit	The Truth Chopped & Screwed Version	KOC 5817	05/24/05	SR 387-969
KOCH ENTERTAINMENT LP/ THE NEW NO LIMIT	THE ULTIMATE MASTER P	KOC 5988	10/03/06	PENDING
KOCH ENTERTAINMENT LP/BMF ENTERTAINMENT INC	THE WORLD IS BMF'S VOL 2	KOC 6865	02/21/05	PENDING
Koch Entertainment LLC	Then and Now	KOC 9867	06/21/05	SR 373-584
BIG BEAR MUSIC/ KOCH ENTERTAINMENT LP	THERE IS ALIGHT IN YOU	KOC 5891	09/05/06	PENDING
VeVeI Records LLC	They could have been bigger than the Beatles	VEL 79748	08/05/87	SR 228-128
Koch Entertainment LLC	Thong Song	KOC 8171	08/08/00	SR 288-595
Koch Entertainment LLC	Thoughts of	KOC 51009	09/10/02	SR 320-100
Koch Entertainment LLC & MSM Music Group	Throwback	KOC 5735	08/24/04	SR 376-790
KOCH ENTERTAINMENT LP	THUG STORIES	KOC 5864	09/19/05	PENDING
Audium Entertainment LLC	Time	AUD 8156	08/27/02	SR 320-107
Koch Entertainment LLC	Tired of Strugglin	KOC 8199	03/26/02	SR 307-481

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VeVeL Records LLC	Tolerance	VEL 79748	06/09/98	SR 255-980
Koch Entertainment LLC	Top Shelf Dance Volume 1	KOC 9651	11/23/04	SR 372-508
In The Paint Records LLC & Vybe Squad LLC	True Crime: Streets of LA	KOC 5709	11/11/03	Pending
Koch Entertainment LLC	Twisted Forever	KOC 8156	08/14/01	SR 309-592
Koch Entertainment LLC	Twisted Tenderness	KOC 8165	09/12/00	SR 322-253
Koch Entertainment LLC	Two Rainy Nights	KOC 8657	01/20/04	SR 371-006
Koch Entertainment LLC	Uncle Luke-Something Nasty	KOC 8250	03/15/01	SR 288-690
Koch Records/In The Paint	Undaground	KOC 8674	05/20/03	Pending
In The Paint Records	Understand This.	KOC 8428	11/06/01	Pending
VeVeL Records LLC	Unfinished business	VEL 79718	01/12/99	SR 208-890
Audium Entertainment LLC	Unleashed	AUD 8137	08/28/01	SR 310-142
Koch Records	Up and Down	KOC 8248	02/13/01	SR 310-215
VeVeL Records LLC	Up for a bit	VEL 79754	08/05/97	SR 241-316
Fire Records	Voices from the Music	VEL 97100	10/01/96	SR 233-734
Koch Records	Welcome to Pagan Place	KOC 8478	04/22/03	SR 345-608
In the Paint Records LLC	Welcome to the Dope House	KOC 8313	05/21/02	SR 320-172
Koch Entertainment LLC	What I Really Mean	KOC 9810	05/10/05	SR 373-585
Koch Entertainment LLC	When I Look Down That Road	KOC 9537	03/09/04	SR 371-001
VeVeL Records LLC	When Pus Comes to Shove	VEL 79769	02/08/99	SR 281-144
Audium Entertainment LLC	When The Door Closes	AUD 8179	08/12/03	SR 366-104
Gypsy Records	Wicked City	VEL 79781	07/14/98	SR 257-801
Koch Entertainment LLC	Winter Birds	KOC 8076	02/09/00	SR 278-284
Koch Jazz	Without a Doubt	KOC 7896	10/10/00	SR 327-808
Koch Records*	Word of Mouth	VEL 78732	04/27/99	SR 300-202
Koch Entertainment LLC	Wrong Side of Memphis	KOC 8226	01/01/01	SR 299-779
Gypsy Records	Wrongville	VEL 79780	10/07/97	SR 243-509
Koch Entertainment LLC	You Aint Got No Easter Clothes	KOC 9553	07/27/04	SR 372-507
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KIC	The Tender Land; Complete Chamber Version	3-7480-2 H1	11/16/99	SR 214-993
KIC	Libby Larsen	3-7481-2 H1	6/27/00	SR 305-488
KIC	Ian Krouse: Rhapsody for Violin and Orchestra	3-7482-2 H1	2/22/00	SR 214-999
KIC	Richard Wilson: Symphony No. 1	3-7483-2 H1	2/22/00	SR 301-265
KIC	Anton Bruckner: Symphony No. 6 in A	3-7484-2 H1	1/23/01	SR 215-011
KIC	Bach to Brubeck	3-7485-2 H1	2/22/00	SR 215-013
KIC	To a Child Dancing in the Wind	3-7486-2 H1	9/25/01	SR 309-472
KIC	Ellen Taaffe Zwilich: Symphonu No. 4	3-7487-2 H1	11/28/00	SR 215-012
KIC	Heitor Villa-Lobos: Symphony No. 10: Amerindia	3-7488-2 H1	9/26/00	SR 305-492
KIC	A Capella II	3-7490-2 H1	9/23/03	SR 369-030
KIC	A New Sappho: Barbara Strozzi and Nicolo Fontei	3-7491-2 H1	7/25/00	SR 215-000
KIC	Mendelssohn & Bargiel Violin Sonatas	3-7492-2 H1	2/22/00	SR 215-004
KIC	The Music of Arnold Schoenberg, Vol. IV	3-7493-2 H1	1/25/00	SR 215-006
KIC	Aaron Copland & Arthur Foote: Chamber Music with Flute	3-7494-2 H1	Withdrew	Withdrew
KIC	American Beauties: The Rags of Joseph Lamb	3-7495-2 H1	Withdrew	Withdrew
KIC	Schoenberg-Berg-Webern	3-7496-2 H1	9/26/00	SR 215-008
KIC	Under the Silver Moon	3-7497-2 H1	2/08/00	SR 215-016
KIC	Wayne Peterson: Vicissitudes	3-7498-2 H1	5/23/00	SR 215-032
KIC	My Thing Is My Own: Bawdy Songd of Thomas D'Urfey	3-7499-2 H1	5/22/01	SR 215-005
KIC	Art of the Groove	3-7500-2 H1	10/10/00	SR 301-264
KIC	Steven R. Gerber	3-7501-2 H1	9/26/00	SR 214-995
KIC	Restless Spirits	3-7503-2 H1	2/27/01	SR 301-262
KIC	Igor Stravinsky, Vol. V	3-7504-2 H1	2/27/01	SR 301-267
KIC	Bennett: Memento for Flute	3-7505-2 H1	10/24/00	SR 301-260
KIC	The Eternal Feminine	3-7506-2 H1	3/13/01	Pending
KIC	Dancing Day	3-7507-2 H1	10/24/00	SR 301-258
KIC	Santa Fe Chamber Music Festival	3-7508-2 H1	6/12/01	SR 215-024
KIC	Pilgrimage of Faith	3-7509-2 H1	11/28/00	SR 215-014
KIC	Samuel Barber Songs	3-7511-2 H1	9/25/01	SR 309-458
KIC	Rudolf Frim Piano Works	3-7512-2 H1	1/20/04	SR 369-010
KIC	Palestrina: Soul of Rome	3-7513-2 H1	11/20/01	SR 320-096
KIC	Stravinsky Vol. VI	3-7514-2 H1	3/26/02	SR 320-077
KIC	Complete Works for Solo Piano	3-7516-2 H1	9/25/01	SR 309-468
KIC	Florence Price	3-7518-2 H1	2/27/01	SR 215-017
KIC	The Glass Hammer	3-7519-2 H1	6/26/01	SR 305-483

KIC	Larsen: Deep Summer Music	3-7520-2 H1	3/27/01	SR 215-021
KIC	Beethoven and His Pupils	3-7521-2 H1	3/27/01	SR 305-480
KIC	In The Time of Daffodils	3-7522-2 H1	8/28/03	SR 371-018
KIC	The Music of Peter Boyer	3-7523-2 H1	6/26/01	SR 215-010
KIC	Eric Moe: Sonnets to Orpheus & Siren Songs	3-7524-2 H1	6/26/01	SR 305-479
KIC	The Pleasures and Follies of Love	3-7527-2 H1	9/25/01	SR 305-494
KIC	Casadesus: Complete Works for Violin	3-7528-2 H1	8/28/01	SR 215-031
KIC	Stravinsky & Berg Violin Concerti	3-7530-2 H1	9/24/02	SR 320-075
KIC	Stravinsky & Berg Violin Concerti	3-7530-2 H1	9/24/02	SR 368-927
KIC	Lalo: Symphonie Espagnol, Manen: Concierto Espagnol	3-7531-2 H1	10/22/02	SR 370-983
KIC	Haydn - Korngold - Lanner	3-7532-2 H1	6/25/02	SR 320-098
KIC	Mountain Songs	3-7533-2 H1	11/26/02	SR 369-014
KIC	On the Beautiful Blue Danube	3-7534-2 H1	10/23/01	SR 309-469
KIC	Cantatas For The First and Second Sundays After Trinity	3-7535-2 H1	10/20/01	SR 321-701
KIC	Zwiliich: Concertos	3-7537-2 H1	8/13/02	SR 320-097
KIC	The Music of Arnold Schoenber Vol. VIII	3-7542-2 H1	5/21/02	SR 320-079
KIC	For the Fallen	3-7543-2 H1	3/26/02	SR 320-102
KIC	American Anthems	3-7544-2 H1	8/27/02	SR 320-095
KIC	Mottitti Di Montale	3-7545-2 H1	06/07/05	SR 373-579
KIC	Still: Works for String Quartet	3-7546-2 H1	4/23/02	SR 320-103
KIC	Lowell Liebermann: Piano Works Volume 1	3-7548-2 H1	7/22/03	SR 369-013
KIC	Complete Chamber Music For Flute	3-7549-2 H1	7/22/02	SR 370-987
KIC	Piano Quartet Trilogy	3-7550-2 H1	11/23/04	SR 369-017
KIC	Santa Fe Chamber Music Festival	3-7551-2 H1	9/21/04	SR 369-032
KIC	Lowell Liebermann: Piano Works Volume 2	3-7552-2 H1	6/29/04	SR 370-937
KIC	Out of My Hands	3-7553-2 H1	1/25/05	SR 369-069
KIC	World To Come	3-7556-2 H1	10/21/03	SR 370-998
KIC	Christmas Time Here	3-7557-2 H1	10/05/04	SR 369-007
KIC	Requiem Opus 48/Organ Concerto in G Minor	3-7558-2 H1	7/27/04	SR 369-026
KIC	Christmas Wishes	3-7559-2 H1	10/21/03	SR 369-020
KIC	Randall Thompson * Libby Larsen	3-7560-2 H1	6/29/04	SR 369-012
KIC	Sammy Sings Fain Again	3-7561-2 H1	5/21/02	SR 341-413
KIC	Tydings Trew	3-7562-2 H1	10/07/03	SR 369-021
KIC	The Pled Piper Fantasy	3-7566-2 H1	9/21/04	SR 369-015
KIC	American Music From Saint Thomas	3-7567-2 H1	8/23/05	SR 385-182
KIC	Schubert's Guitar	3-7568-2 H1	11/26/02	SR 373-575
KIC	Times Like This	3-7569-2 H1	1/21/03	SR 370-991
KIC	Suenos De Amor (Dreams of Love)	3-7570-2 H1	10/19/04	SR 370-993
KIC	Infusion	3-7572-2 H1	6/29/04	SR 370-994
KIC	Cassatt String Quartet	3-7573-2 H1	4/02/04	SR 369-023
KIC	Mozart Symphonies No. 35 & 41	3-7574-2 H1	6/29/04	SR 370-999
KIC	Mozart Piano Concertos	3-7575-2 H1	2/22/05	SR 370-988
KIC	DON Quixote Suites and Concertos by Telemann	3-7576-2 H1	8/09/05	SR 385-183
KIC	Traditional Tunes From The British Isles and the New World	3-7577-2 H1	9/21/04	SR 369-065
KIC	Heartsounds	3-7579-2 H1	10/23/04	SR 371-021
KIC	The Gifts of Christmas	3-7580-2 H1	10/05/04	SR 369-008
KIC	National Anthems of the World	3-7581-2 H1	7/27/04	SR 369-024
KIC	Noels & Carols From the Olde World	3-7582-2 H1	10/05/04	SR 369-059
KIC	Merry Christmas: Carols From The North	3-7584-2 H1	10/05/04	SR 370-984
KIC	Merry Christmas: Carols From The North	3-7584-2 H1	4/29/05	SR 372-496
KIC	Mujeres Espanolas	3-7590-2 H1	8/21/04	Pending
KIC	George Gershwin: Original Works and Transcriptions for Solo	3-7595-2 H1	1/25/05	SR 370-985
KIC	Leonard Bernstein's Peter Pan	3-7596-2 H1	6/21/05	SR 373-473
KIC	Concierto Barroco	3-7597-2 H1	06/07/05	SR 373-578
KIC	The Adventures Of Hippocrates	3-7598-2 H1	04/18/06	Pending
KIC	The Classical Underground	3-7599-2 H1	1/25/05	Pending
KIC	Hungarian Sketches	3-7601-2 H1	6/18/96	SR 309-471
KIC	Flute Salad	3-7602-2 H1	11/15/96	SR 233-198
KIC	Women of Note	3-7603-2 H1	9/16/97	SR 215-019

KIC	Cinema Classics Music for Concert and Stage	3-7604-2 H1	7/15/96	SR 224-488
KIC	Serenade The Sir Malcolm Arnold Collection	3-7607-2 H1	9/15/96	SR 233-181
KIC	The Aaron Copland Collection	3-7608-2 H1	10/15/96	SR 233-778
KIC	Concerto Macabre - The Bernard Hermann Collection	3-7609-2 H1	10/15/96	SR 233-196
KIC	Concerto Macabre - The Bernard Hermann Collection	3-7609-2 H1	10/15/96	SR 233-768
KIC	Bach from Authentic to Outrageous	3-7610-2 H1	9/15/96	SR 233-992
KIC	Night Piece - Quiet Classics	3-7611-2 H1	11/15/96	SR 233-761
KIC	Notturmo	3-7613-2 H1	11/17/98	SR 309-455
KIC	Wuorinen: Five	3-7614-2 H1	11/18/97	SR 309-464
KIC	Quintet Quartet	3-7616-2 H1	Withdraw	Withdraw
KIC	Wuorinen Trios	3-7617-2 H1	9/17/97	SR 309-457
KIC	Tashi	3-7618-2 H1	1/19/99	SR 309-460
KIC	The American Piano	3-7622-2 H1	2/16/99	SR 267-564
KIC	The American Piano	3-7622-2 H1	2/16/99	SR 301-261
KIC	Romantic Escapes	3-7624-2 H1	1/21/03	SR 371-002
KIC	Moonlight Escapes	3-7626-2 H1	9/24/02	SR 351-039
KIC	Feminine Escapes	3-7630-2 H1	10/08/02	SR 346-940
KIC	Early Escapes	3-7631-2 H1	9/24/02	SR 321-699
KIC	Natural Escapes	3-7634-2 H1	1/21/03	SR 371-004
KIC	Christmas Escapes	3-7637-2 H1	11/25/03	SR 369-019
KIC	El Mundo	3-7654-2 H1	6/21/05	SR 373-576
KIC	Dvorak Trios	3-7657-2 H1	01/24/06	Pending
KIC	Imani Winds	3-7661-2 H1	01/24/06	Pending
KIC	Dancing of Spain	3-7663-2 H1	10/18/05	SR 385-165
KIC	The Eleventh Finger	3-7670-2 H1	05/31/06	Pending
KIC	Albert Coates Conducts Volume 1	3-7700-2 H1	5/15/92	SR 199-103
KIC	The Art of Edwin Fischer Volume 1	3-7701-2 H1	6/15/92	SR 199-104
KIC	Piero Coppola Conducts	3-7702-2 H1	3/15/93	SR 199-105
KIC	A Collector's Messiah: Historical Handel Oratorio Recordings	3-7703-2 H1	3/15/93	SR 199-102
KIC	Albert Coates Conducts Volume 2	3-7704-2 H1	8/15/92	SR 178-453
KIC	Full Circle (The Haunting of Julia)	3-8703-2 H1	1/15/95	SR 193-048
KIC	Green Eggs and Ham by Dr. Seuss	3-8900-2 H1	8/15/95	SR 221-465

Domain Name List – U.S. Owned

Domain Name	Registrant	Expiry Date	Registrar
adventuresofthegalaxyrovers.com	Koch International Shelley Simmons	June 15, 2007	Register.com, Inc.
audiument.com	Mymusicandvideo.com Jeffrey Johnson	July 30, 2010	Register.com, Inc.
entertaindirect.com	Koch International	March 6, 2007	Register.com, Inc.
fangoriabloddrive.com	Koch International	June 4, 2007	Register.com, Inc.
kochB2B.com	Koch International	March 30, 2007	Register.com, Inc.
kochb2b.net	Koch International	December 15, 2008	Register.com, Inc.
kochcan.net	Koch International	December 20, 2008	Register.com, Inc.
kochclassics.com	Koch International	February 22, 2007	Register.com, Inc.
kochclassics.net	Koch International	January 10, 2009	Register.com, Inc.
kochdance.com	Koch International	December 19, 2008	Register.com, Inc.
kochdance.net	Koch International	December 19, 2008	Register.com, Inc.
kochdistribution.com	Koch International	May 26, 2007	Register.com, Inc.
kochdistribution.net	Koch International	December 28, 2008	Register.com, Inc.
kochdistribution.org	Koch International	December 28, 2008	Register.com, Inc.
kochdistribution.us	Jane Green Koch International	April 29, 2007	Register.com, Inc.
kochent.com	Koch International	September 8, 2011	Register.com, Inc.
kochent.net	Koch International	December 14, 2008	Register.com, Inc.
kochent.org	Koch International	December 14, 2008	Register.com, Inc.
kochent.us	Jane Green Koch International	April 23, 2007	Register.com, Inc.
kochentertainment.com	Koch International	June 19, 2007	Register.com, Inc.
kochentertainment.net	Koch International	December 14, 2008	Register.com, Inc.
kochentertainment.org	Koch International	December 14, 2008	Register.com, Inc.

Domain Name	Registrant	Expiry Date	Registrar
kochentertainment.us	Jane Green Koch International	April 23, 2007	Register.com, Inc.
kochentertainmentdistribution.com	Koch International	April 24, 2007	Register.com, Inc.
kochentertainmentdistribution.net	Koch International	April 24, 2007	Register.com, Inc.
kochentertainmentdistribution.us	Jane Green Koch International	April 29, 2007	Register.com, Inc.
kochentertainmentlabelalliance.com	Koch International	January 18, 2009	Register.com, Inc.
kochhiphop.com	Koch International	December 19, 2008	Register.com, Inc.
kochint.com	Koch International	October 12, 2007	Register.com, Inc.
kochinternationalclassics.com	Koch International	December 14, 2008	Register.com, Inc.
kochinternationalclassics.net	Koch International	December 14, 2008	Register.com, Inc.
kochinternationalclassics.org	Koch International	December 14, 2008	Register.com, Inc.
kochkids.com	Koch International	December 19, 2008	Register.com, Inc.
kochkids.net	Koch International	December 19, 2008	Register.com, Inc.
kochlorberfilms.com	Koch International	March 5, 2007	Register.com, Inc.
kochlorberfilms.net	Koch International	June 4, 2007	Register.com, Inc.
kochmerch.com	Koch International	December 3, 2007	Register.com, Inc.
kochmerch.net	Koch International	December 3, 2007	Register.com, Inc.
kochmusic.net	Koch International	December 14, 2008	Register.com, Inc.
kochmusicpublishing.com	Koch International	December 26, 2008	Register.com, Inc.
kochmusicpublishing.net	Koch International	December 26, 2008	Register.com, Inc.
kochmusicpublishing.org	Koch International	December 26, 2008	Register.com, Inc.
kochnashville.com	Koch International	July 7, 2008	Register.com, Inc.
kochpremiums.com	Koch International	December 19, 2008	Register.com, Inc.
kochpublishing.net	Koch International	January 9, 2009	Register.com, Inc.

Domain Name	Registrant	Expiry Date	Registrar
kochrecords.com	Koch International	September 20, 2008	Register.com, Inc.
kochrecords.net	Koch International	December 14, 2008	Register.com, Inc.
kochrecords.org	Koch International	December 14, 2008	Register.com, Inc.
kochrecords.us	Jane Green Koch International	April 23, 2007	Register.com, Inc.
kochrock.com	Koch International	December 19, 2008	Register.com, Inc.
kochurban.com	Koch International	December 19, 2008	Register.com, Inc.
kochvideo.net	Koch International	December 3, 2007	Register.com, Inc.
kochvision.com	Koch International	June 19, 2007	Register.com, Inc.
kochvision.net	Koch International	December 19, 2008	Register.com, Inc.
kochvision.org	Koch International	December 19, 2008	Register.com, Inc.
myclassicalmusic.com	Koch International	January 30, 2009	Register.com, Inc.
myentertainmentsource.com	Koch International	March 6, 2007	Register.com, Inc.
myhiphopmusic.com	Mymusicandvideo.com Michele Simmons	February 25, 2007	Register.com, Inc.
mymusicandvideo.com	Mymusicandvideo.com Jeffrey Johnson	February 24, 2007	Register.com, Inc.
mymusicandvideo.net	Mymusicandvideo.com Jeffrey Johnson	March 26, 2007	Register.com, Inc.
myrapmusic.com	Mymusicandvideo.com Michele Simmons	February 25, 2007	Register.com, Inc.
myurbanmusic.com	Mymusicandvideo.com Michele Simmons	February 25, 2007	Register.com, Inc.
myvideoandmusic.com	Mymusicandvideo.com Jeffrey Johnson	February 24, 2007	Register.com, Inc.
thegalaxyrangars.com	Koch International Shelley Simmons	June 15, 2007	Register.com, Inc.
themusicalternative.org	Koch International	December 20, 2008	Register.com, Inc.

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# U.S. Security Agreement Information for Copyrights

Copyright	Document #	Status
Security Agreement	V3491 P702	REGISTERED- Security Agreements Date recorded: Nov. 26, 2002 Parties: (1) Gaylord Films, LLC & Asphalt Productions, Inc. and (2) Screen Actors Guild, Inc.
Quitclaim Agreement	V3493 P366	REGISTERED- Quitclaim Agreements Date recorded: May 19, 2003 Parties: (1) Warner Brothers, division of Time Warner Entertainment Company, LP, Gaylord Films, LLC & Revolution Studios Development Company and (2) Revolution Studios Development Company
Copyright Mortgage and Assignment	V3493 P736	REGISTERED- Copyright Mortgage and Assignment Date recorded: Feb 7, 2003 Parties: (1) Gaylord Films, LLC and (2) Paperboy Productions, Inc.
Security Agreement	V3497 P28	REGISTERED- Security Agreements Date recorded: May 6, 2003 Parties: (1) Gaylord Films, LLC & Sooner Development, LLC and (2) Writers Guild of America, West, Inc., for itself and o.b.o. Writers Guild of America, East, Inc.
Copyright Mortgage and Assignment	V3510 P95	REGISTERED- Copyright Mortgage and Assignment Date recorded: May 3, 2004 Parties: (1) Gaylord Films, LLC and (2) Warner Brothers Pictures, Inc.
Copyright Mortgage and Assignment	V3510 P356	REGISTERED- Copyright Mortgage and Assignment Date recorded: May 3, 2004 Parties: (1) Gaylord Films, LLC and (2) Warner Brothers Pictures, Inc.

## KOCH ENTERTAINMENT DISTRIBUTION, LLC

Copyright	Document #	Status
Somewhere between heaven & hell & 177 other titles	V3519 P372	REGISTERED- Notice of release of security in copyrights Date recorded: Dec. 3, 2004 Parties: (1) Koch Entertainment Distribution, LLC and (2) Sheridan Square Entertainment, LLC
Man, woman, and child & 1098 other titles	V3527 P397	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia



Copyright	Document #	Status
Man, woman, and child & 1098 other titles	V3527 P398	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P399	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P400	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P401	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P402	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 266 other titles	V3531 P373	REGISTERED- Security Agreements Date recorded: Aug.30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 266 other titles	V3531 P374	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia

Copyright	Document #	Status
And heaven too] & 942 other titles; albums/songs.	V3531 P375	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P376	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P377	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P378	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P379	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia

#### KOCH ENTERTAINMENT, LLC

Copyright	Document #	Status
Man, woman, and child & 1098 other titles	V3527 P397	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P398	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia

Copyright	Document #	Status
Man, woman, and child & 1098 other titles	V3527 P399	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P400	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P401	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman, and child & 1098 other titles	V3527 P402	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman and child & 266 other titles	V3531 P373	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman and child & 266 other titles	V3531 P374	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P375	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P376	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH

Copyright	Document #	Status
		Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P377	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P378	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
And heaven too] & 942 other titles; albums/songs.	V3531 P379	REGISTERED- Security Agreements Date recorded: Aug. 30, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Option agreement	V3536 P842	REGISTERED- Option agreement Date recorded: Apr. 7, 2006 Parties: (1) Koch Entertainment, LLC and (2) Warner Brothers Pictures, Inc.

~~U.S. Security Agreement Information for Patents~~

~~None found~~

2234827.2

# U.S. Intellectual Property

~~Patents: none found~~

## KOCH ENTERTAINMENT MUSIC PUBLISHING, LLC

Trade-Marks: none found

### Copyrights

Title	Owners	Registration #	Registration Date
The great white pimp	Koch Entertainment Music Publishing, LLC	PA-1-129-697	Dec. 3, 2002
New York City	Koch Entertainment Music Publishing & Koch Music Publishing, LLC	PA-1-151-291	Jul. 1, 2003

~~Patents: none found~~

## GAYLORD PRODUCTION COMPANY

### Trade-Marks

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status
FAERIE TALE* THEATRE	73/643211	1469456	Feb. 3, 1987	Dec. 15, 1987	REGISTERED

\*second listed owner: Platypus Productions, Inc., Suite J, 12725 Ventura Boulevard, Studio City, CA 91604, United States

### Copyrights

Title	Owners	Registration #	Registration Date
Man, woman, and child	Gaylord Production Company	PA-175-742	Jun. 9, 1983
Faerie tale theatre: Rumpelstiltskin	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-176-293	Mar. 22, 1983
Faerie tale theatre, Hansel & Gretel	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-176-294	Mar. 22, 1983
Faerie tale theatre, The Frog prince	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production	PA-176-295	Mar. 22, 1983

Title	Owners	Registration #	Registration Date
	Company		
Never gone	Famous Music Corporation, Aylord Music Company (a division of Gaylord Production Company), W B Music Corporation & Upward Spiral Music	PA-176-636	Jun. 23, 1983
Faerie tale theatre, Rapunzel	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-178-965	Jun. 17, 1983
Faerie tale theatre, The Nightingale	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-178-966	Jun. 17, 1983
Faerie tale theatre, Jack and the beanstalk	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-178-967	Jun. 17, 1983
Faerie tale theatre, Sleeping beauty	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-178-968	Jun. 17, 1983
Soggy bottom, U.S.A.	Gaylord Production Company	PA-183-291	Jul. 20, 1983
Never gone: from the movie, Man, woman and child	Famous Music Corporation, Aylord [i.e. Gaylord] Music Company (a division of Gaylord Production Company), W B Music Corporation & Upward Spiral Music	PA-186-002	Sep. 9, 1983
Never gone: from the Gaylord Production -Paramount pictures release man, woman & child	Famous Music Corporation, Aylord Music Company (a division of Gaylord Production Company), W B Music Corporation & Upward Spiral Music	PA-186-197	Sep. 9, 1983
Faerie tale theatre, Goldilocks and the 3 bears	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-187-927	Aug. 3, 1983

Title	Owners	Registration #	Registration Date
Faerie tale theatre, Little Red Riding Hood	Platypus Productions, Inc., Mercury Pictures, Inc. & Gaylord Production Company	PA-187-928	Aug. 3, 1983
Faerie tale theatre, Princess and the pea	Platypus Productions, Inc., & Gaylord Production Company	PA-216-866	Jun. 18, 1984
Faerie tale theatre, Pinocchio	Platypus Productions, Inc., & Gaylord Production Company	PA-216-867	Jun. 18, 1984
Never gone: from the Gaylord Production -Paramount Pictures release man, woman & child	W B Music Corporation, Upward Spiral Music, Famous Music Corporation & Aylord Music Company, a division of Gaylord Production Company	PA-222-285	Aug. 20, 1984
To catch a king	Entertainment Partners, Inc. & Gaylord Production Company	PA-224-529	Mar. 5, 1984
Never gone / from the Gaylord Production -Paramount Pictures release man, woman & child	W B Music Corporation, Upward Spiral Music, Famous Music Corporation & Gaylord Music Company, a division of Gaylord Production Company	PA-235-532	Jan. 26, 1984
Never gone : from the Gaylord Production -Paramount Pictures release man, woman & child	W B Music Corporation, Upward Spiral Music, Famous Music Corporation & Gaylord Music Company, a division of Gaylord Production Company	PA-235-542	Jan. 26, 1984
Never gone: from the movie, Man, woman, and child	W B Music Corporation, Upward Spiral Music, Famous Music Corporation & Gaylord Music Company, a division of Gaylord Production Company	PA-235-549	Jan. 26, 1984
Children in the crossfire	Schaefer/Karpf Productions-Gaylord Production Company	PA-267-002	Nov. 18, 1985
Stone pillow	Schaefer/Karpf Productions, Gaylord Production Company	PA-274-337	Dec. 18, 1985

<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
Shelley Duvall's Tall tales & legends: Darlin' Clementine	Platypus Productions, Inc. & Gaylord Production Company	PA-279-798	Dec. 18, 1985
Shelley Duvall's Tall tales & legends, Annie Oakley	Platypus Productions, Inc., Gaylord Production Company	PA-279-800	Dec. 18, 1985
Johnny Appleseed	Platypus Productions, Inc. & Gaylord Production Company	PA-280-563	Jan. 27, 1986
Shelley Duvall's Tall tales & legends: Casey at the bat	Platypus Productions, Inc., Gaylord Production Company	PA-281-232	Feb. 3, 1986
Shelley Duvall's Tall tales & legends: The Legend of Sleepy Hollow	Platypus Productions, Inc., Gaylord Production Company	PA-286-737	Apr. 11, 1986
Pecos Bill, king of the cowboys	Platypus Productions, Inc., & Gaylord Production Company	PA-295-487	Jun. 3, 1986
Nobody's child	Joseph Feury Productions, Gaylord Production Company	PA-313-663	Dec. 8, 1986
Tall tales & legends: Davy Crockett	Platypus Productions, Inc., Gaylord Production Company	PA-313-698	Dec. 5, 1986
Tall tales & legends: Ponce DeLeon and the search for the fountain of youth	Platypus Productions, Inc., Gaylord Production Company	PA-313-717	Dec. 4, 1986
Mrs. Delafield wants to marry	Schaefer/Karpf Productions & Gaylord Production Company	PA-315-787	Jan. 9, 1987
Adventures of the Galaxy Rangers: no. 35, Natural balance	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-540	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 39, Shoot out	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-541	Mar. 19, 1987
Adventures of the Galaxy Rangers: no.	Transcom Media Inc., Gaylord Production	PA-321-542	Mar. 19, 1987



<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
34, Mothmoose	Company & ITF Enterprises, Inc.		
Adventures of the Galaxy Rangers: no. 37, In sheep's clothing	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-543	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 36, Scarecrow's revenge	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-544	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 38, Marshmallow trees	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-545	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 31, Heart of Tarkon	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-546	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 33, Lady of light	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-547	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 30, Buzzwang's folly	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-548	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 32, Murder on the Andorian Express	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-549	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 40, Bronto bear	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-550	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 45, Badge of power	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-551	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 46, Boomtown	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-552	Mar. 19, 1987

<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
Adventures of the Galaxy Rangers: no. 43, Round-up	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-553	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 29, Stargate	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-554	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 44, Aces and apes	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-555	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 42, Rogue arm	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-556	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 41, Invasion	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-557	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 47, Super troopers	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-558	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 19, Scarecrow	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-559	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 7, Wildfire	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-560	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 8, Ghost station	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-561	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 9, One million emotions	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-562	Mar. 19, 1987
Adventures of the Galaxy Rangers: no.	Transcom Media Inc., Gaylord Production	PA-321-563	Mar. 19, 1987

<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
12, Tune up	Company, and ITF Enterprises, Inc.		
Adventures of the Galaxy Rangers: no. 11, Mindnet	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-564	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 10, Traash	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-565	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 4, Chained	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-566	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 6, Mistwalker	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-567	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 5, Smuggler's gauntlet	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-568	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 17 Shaky	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-569	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 13, Space sorcerer	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-570	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 15, Queen's lair	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-571	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 18, Space Moby	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-572	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 16, The Ax	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-573	Mar. 19, 1987

Title	Owners	Registration #	Registration Date
Adventures of the Galaxy Rangers: no. 14, Progress	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-574	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 20, The Power within	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-575	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 21, Games	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-576	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 22, Showtime	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-577	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 23, Psychocrypt	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-578	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 24, Renegade rangers	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-579	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 2, New frontier	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-580	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 25, Edge of darkness	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-581	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 3, Tortuna	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-582	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 28, Birds of a feather	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-583	Mar. 19, 1987
Adventures of the Galaxy Rangers: no.	Transcom Media Inc., Gaylord Production	PA-321-584	Mar. 19, 1987

<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
26, Magnificent Kiwi	Company, and ITF Enterprises, Inc.		
Adventures of the Galaxy Rangers: no. 27, Armada	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-585	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 1, Phoenix	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-586	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 48, Galaxy stranger	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-587	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 49, Lord of the sands	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-588	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 62, Tower of combat	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-589	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 55, Rusty & the boys	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-590	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 58, Ariel	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-591	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 59, Don Quixote Cody	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-592	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 57, Horse power	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-593	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 56, Trouble at Texton	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-594	Mar. 19, 1987

Title	Owners	Registration #	Registration Date
Adventures of the Galaxy Rangers: no. 51, Promised land	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-595	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 64, Sundancer	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-596	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 52, Westride	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-597	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 53, Rainmaker	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-598	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 50, Changeling	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-599	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 54, Battle of the bandits	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-600	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 63, Gift of life	Transcom Media Inc., Gaylord Production Company, and ITF Enterprises, Inc.	PA-321-761	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 65, Heartbeat	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-762	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 61, Fire and iron	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-763	Mar. 19, 1987
Adventures of the Galaxy Rangers: no. 60, Tortuna Rock	Transcom Media Inc., Gaylord Production Company & ITF Enterprises, Inc.	PA-321-764	Mar. 19, 1987
Six against the rock	Schaefer/Karpf/Eckstein Productions, Gaylord	PA-333-423	May 26, 1987

Title	Owners	Registration #	Registration Date
	Production Company		
Tall tales & legends, John Henry	Platypus Productions, Inc., Gaylord Production Company	PA-347-978	May 18, 1987
Thumbelina	Platypus Productions, Inc., Gaylord Production Company	PA-359-264	Dec. 21, 1987
Bonanza—the next generation	Gaylord Production Company and Bonanza Ventures, Inc.	PA-368-569	Mar. 10, 1988
Laura Lansing slept here	Schaefer, Karpf, Eckstein Productions, Gaylord Production Company	PA-392-678	Nov. 1, 1988
Casey Kasem's Rock 'n' roll goldmine: no. 1, The Sixties	Gaylord Production Company	PA-465-725	Mar. 28, 1990
Casey Kasem's Rock 'n' roll goldmine: no. 2, The Soul years	Gaylord Production Company	PA-465-726	Mar. 28, 1990
Casey Kasem's Rock 'n' roll goldmine: no. 4, The British invasion	Gaylord Production Company	PA-465-727	Mar. 28, 1990
Casey Kasem's Rock 'n' roll goldmine: no. 3, The San Francisco sound (version 1)	Gaylord Production Company	PA-465-728	Mar. 28, 1990
Casey Kasem's Rock 'n' roll goldmine: no. 3, The San Francisco sound (version 2)	Gaylord Production Company	PA-465-729	Mar. 28, 1990
Explore: The Last empire of sailing ships	Gaylord Production Company, Southern Cross Productions	PA-528-417	Dec. 11, 1990
Explore: Wolves of freedom	Gaylord Production Company, Southern Cross Productions	PA-528-418	Dec. 11, 1990
Explore: Karba, center of the universe	Gaylord Production Company, Southern Cross Productions	PA-528-419	Dec. 11, 1990
Explore: Lost road to Nubia	Gaylord Production Company, Southern Cross Productions	PA-528-420	Dec. 11, 1990

<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
Explore: In the footsteps of Genghis Khan	Gaylord Production Company, Southern Cross Productions	PA-528-421	Dec. 11, 1990
Explore: Lost kingdom of Sheba	Gaylord Production Company, Southern Cross Productions	PA-528-422	Dec. 11, 1990
Explore: Headhunters of Borneo	Gaylord Production Company, Southern Cross Productions	PA-528-423	Dec. 11, 1990
Explore: Journal from India	Gaylord Production Company, Southern Cross Productions	PA-528-424	Dec. 11, 1990
Explore: And the gods moved to Taiwan	Gaylord Production Company, Southern Cross Productions	PA-528-445	Dec. 11, 1990
Explore: The Dancers of evil	Gaylord Production Company, Southern Cross Productions	PA-528-446	Dec. 11, 1990
Explore: Land of the living gods	Gaylord Production Company, Southern Cross Productions	PA-528-451	Dec. 11, 1990
Orphans of the sun	Gaylord Production Company, Southern Cross Productions	PA-528-470	Dec. 11, 1990
The Blue men of the Sahara	Gaylord Production Company, Southern Cross Productions	PA-528-623	Dec. 11, 1990
Never gone: from the film, Man, woman, and child	Famous Music Corporation, W B Music Corporation, Upward Spiral Music & Aylord Music Company, (a division of Gaylord Production Company)	PAu-492-339	Mar. 22, 1983
Snow White and the Seven Dwarfs	Platypus Productions, Inc. & Gaylord Production Company	PAu-631-567	Jan. 18, 1984
The Boy who left home to find out about the Shivers	Platypus Productions, Inc. & Gaylord Production Company	PAu-631-568	Jan. 18, 1984



<b>Title</b>	<b>Owners</b>	<b>Registration #</b>	<b>Registration Date</b>
Beauty and the Beast	Platypus Productions, Inc. & Gaylord Production Company	PAu-631-573	Jan. 18, 1984
Faerie tale theatre, The Three little pigs	Platypus Productions, Inc. & Gaylord Production Company	PAu-647-435	Aug. 1, 1984
Faerie tale theatre, Cinderella	Platypus Productions, Inc. & Gaylord Production Company	PAu-647-436	Aug. 1, 1984
Faerie tale theatre, The Emperor's new clothes	Platypus Productions, Inc. & Gaylord Production Company	PAu-647-437	Aug. 1, 1984
Faerie tale theatre, Puss in boots	Platypus Productions, Inc. & Gaylord Production Company	PAu-647-439	Aug. 1, 1984
Faerie tale theatre, The Pied piper of Hamelin	Platypus Productions, Inc. & Gaylord Production Company	PAu-647-440	Aug. 1, 1984
Faerie tale theatre, The Little mermaid	Platypus Productions, Inc. & Gaylord Production Company	PAu-685-445	Dec. 11, 1984
Faerie tale theatre, The Princess who had never laughed	Platypus Productions, Inc. & Gaylord Production Company	PAu-685-446	Dec. 11, 1984
Faerie tale theatre, The Dancing princesses	Platypus Productions, Inc., & Gaylord Production Company	PAu-704-234	Feb. 7, 1985
Faerie tale theatre, Aladdin & his wonderful lamp	Platypus Productions, Inc. & Gaylord Production Company	PAu-704-235	Feb. 7, 1985
Faerie tale theatre, Rip Van Winkle	Platypus Productions, Inc. & Gaylord Production Company	PAu-747-302	May 22, 1985
Casey Kasem presents Rock 'n' roll goldmine: no. 1	Four Point Entertainment, Gaylord Production Company	PAu-1-023-306	Jun. 25, 1987
Rock 'n' roll goldmine: no. 3, San Francisco	Four Point Entertainment and Gaylord Production Company	PAu-1-118-737	Nov. 18, 1987

Title	Owners	Registration #	Registration Date
Rock 'n' roll goldmine: no: 4, British	Four Point Entertainment, Gaylord Production Company	PAu-1-118-744	Nov. 18, 1987
Rock 'n' roll goldmine: no. 2, Soul	Four Point Entertainment & Gaylord Production Company	PAu-1-118-792	Nov. 18, 1987
Cosmic impostor: a Golden Super Adventure Book	Gaylord Production Company, Transcom Media Inc., and ITF Enterprises, Inc.	TX-2-150-327	Jul. 28, 1987
Cruise to danger: A Golden Super Adventure Book	Gaylord Production Company, Transcom Media Inc., and ITF Enterprises, Inc.	TX-2-150-329	Jul. 28, 1987
Adventures of the Galaxy Rangers: presentation brochure	Gaylord Production Company, Transcom Media, Inc, and ITF Enterprises, Inc.	VA-215-795	Sep. 6, 1985
Zachery Foxx	Gaylord Production Company, Transcom Media, Inc., and ITF Enterprises, Inc.	VA-231-410	Aug. 29, 1985
Shane "Goose" Goosman	Gaylord Production Company, Transcom Media, Inc., and ITF Enterprises, Inc.	VA-231-411	Aug. 29, 1985
Walter "Doc" Hartford	Gaylord Production Company, Transcom Media, Inc., and ITF Enterprises, Inc.	VA-231-412	Aug. 29, 1985
Waldo Zeptic	Gaylord Production Company, Transcom Media, Inc., and ITF Enterprises, Inc.	VA-231-413	Aug. 29, 1985
Zozo	Gaylord Production Company, Transcom Media, Inc., and ITF Enterprises, Inc.	VA-231-414	Aug. 29, 1985
Niko	Gaylord Production Company, Transcom Media, Inc., and ITF Enterprises, Inc.	VA-231-415	Aug. 29, 1985

**U.S. Security Agreement Information for Trade-marks**

**GAYLORD PRODUCTION COMPANY**

Trade-Mark	Serial #/Registration #	Status
FAERIE TALE THEATRE	73643211/1469456	REGISTERED- Security Agreements 1) Dated: June 13, 2005 Parties: The Bank of Nova Scotia  2) Dated: June 13, 2005 Parties: The Bank of Nova Scotia

**U.S. Security Agreement Information for Copyrights**

**GAYLORD PRODUCTION COMPANY**

Copyright	Document #	Status
Man, woman and child & 1098 other titles	V3527 P397	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman and child & 1098 other titles	V3527 P398	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman and child & 1098 other titles	V3527 P399	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, LLC, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman and child & 1098 other titles	V3527 P400	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia

Copyright	Document #	Status
Man, woman and child & 1098 other titles	V3527 P401	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia
Man, woman and child & 1098 other titles	V3527 P402	REGISTERED- Security Agreements Date recorded: Jul. 1, 2005 Parties: (1) Content Acquisition Trust, KOCH Entertainment, LLC, KOCH Entertainment Distribution, KOCH Content GP, LLC & Gaylord Production Company and (2) Bank of Nova Scotia

**GAYLORD ENTERTAINMENT COMPANY**

Copyright	Document #	Status
Security Agreement	V3461 P58 THRU 59	REGISTERED- Security Agreement Date recorded: Nov. 7, 2000 Parties: (1) Gaylord Entertainment Company & Project 8, LLC and (2) Screen Actors Guild, Inc.
Security Agreement	V3492 P803	REGISTERED- Security Agreement Date recorded: Dec. 23, 2002 Parties: (1) Gaylord Entertainment Company & Image Productions, LLC and (2) Screen Actors Guild, Inc
A culinary collection & 1 other title. Notice of grant of security interest in copyrights.	V3523 P853	REGISTERED- Notice of Grant of Security Interest in Copyrights Date recorded: Apr. 27, 2005 Parties: (1) Gaylord Entertainment Company and (2) Bank of America, NA

**GAYLORD FILMS, LLC**

Copyright	Document #	Status
Short form quitclaim	V3480 P176	REGISTERED- Short form quitclaim Date recorded: Mar. 11, 2002 Parties: Warner Brothers, division of Time Warner Entertainment Company, LP, Gaylord Films, LLC & Revolution Studios Development Company
Security Agreement	V3486 P877	REGISTERED- Security Agreements Date recorded: July 23, 2002 Parties: (1) Gaylord Films, LLC & Worthy Productions, Inc. and (2) Screen Actors Guild, Inc.