

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIANCE ENTERTAINMENT CORPORATION		08/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2016027	WINSTAR
Registration Number:	2076960	ALL-MUSIC GUIDE
Registration Number:	1868115	CHILD STAR
Registration Number:	1871150	ASTRO TALK
Registration Number:	2620526	SCHWANN ONLINE
Registration Number:	2174790	AMG ALL-MOVIE GUIDE
Registration Number:	2578258	WEB AMI INTERACTIVE AEC MUSIC INDEX
Registration Number:	2770713	AMG ALL GAME GUIDE
Registration Number:	2401942	AM2PED
Registration Number:	2384353	TV TONITE!
Registration Number:	2202651	ALL MUSIC GUIDE
Registration Number:	2404000	CDF CONSUMER DIRECT FULFILLMENT
Registration Number:	2206668	ALL MUSIC GUIDE

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Registration Number:	2454741	AM2PED
Registration Number:	2418753	AMG ALL-MEDIA GUIDE
Registration Number:	2545587	THE STORE 24
Registration Number:	2397766	AMIGO! AEC MUSIC INDEX
Registration Number:	2864025	ONE WAY RECORDS
Registration Number:	2867155	AMG SONICGUIDE
Registration Number:	2770550	AMG
Registration Number:	2770707	AMG SONICGUIDE
Registration Number:	2461111	AEC ONE STOP GROUP
Registration Number:	2337309	MUSICVIEWS
Registration Number:	2320323	MUSIC MAP
Registration Number:	2400509	EXPLORE MUSIC
Registration Number:	2470084	AMG ALL-MEDIA GUIDE
Registration Number:	2908265	AEC SUPPLY CHAIN MANAGEMENT
Registration Number:	2567762	AMG ALL-MEDIA GUIDE
Registration Number:	2468166	AMG ALL-MOVIE GUIDE
Registration Number:	2358245	EXPLORE MOVIES
Registration Number:	2386063	SIMPATICOS
Registration Number:	2468165	AMG ALL-MOVIE GUIDE
Registration Number:	1666163	ABBAY ROAD RECORD DIST.
Serial Number:	78553517	KNOW THRU ASTROLOGY
Serial Number:	78401563	ALL MUSIC GUIDE
Serial Number:	78401523	ALL GAME GUIDE

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-593-5224
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: Munger, Tolles & Olson LLP
Address Line 1: 355 South Grand Avenue, Suite 3500
Address Line 2: Attn: Kate Cregor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	392357
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/

TRADEMARK

REEL: 003597 FRAME: 0341

Date:

08/08/2007

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of August 1, 2007 (the "Effective Date") between Alliance Entertainment Corporation (the "Assignor"), a Delaware corporation and successor to AEC One Stop Group, Inc. and Wells Fargo Foothill, Inc., a California corporation, as collateral agent for certain agents, lenders and other parties (the "Lenders") (in such capacity, the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to (i) that certain Amended and Restated Security Agreement, dated as of February 28, 2005 (the "Security Agreement") and (ii) that certain Assignment for Security - Trademarks, dated as of February 28, 2005 (the "Trademark Assignment");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Assignment, the Assignor assigned to the Assignee, and granted to the Assignee for the benefit of the Lenders a continuing security interest in all of its right, title and interest in and to certain United States trademarks and the applications and registrations thereof ("Trademarks"), including without limitation the Trademarks set forth on Schedule I hereto (collectively, the "Trademark Collateral") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Trademark Assignment was recorded with the U.S. Patent & Trademark Office on March 11, 2005;


WHEREAS, Assignor desires that the Assignee release any and all right, title and interest in and to the Trademark Collateral, as evidenced by the Security Agreement and the Trademark Assignment, in favor of Assignor;

WHEREAS, Assignee is willing to release any and all right, title and interest in and to the Trademark Collateral, as evidenced by the Security Agreement and Trademark Assignment, in favor of the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

(a) the Assignee hereby terminates the Trademark Assignment, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark Collateral, in each case without any representation, warranty or recourse to the Assignee;

(b) if and to the extent that the Assignee has acquired any right, title or interest to any of the Trademark Collateral, it hereby, without any representation or warranty of any kind and without any recourse to the Assignee assigns and transfers such rights, title or interest to the Assignor; and

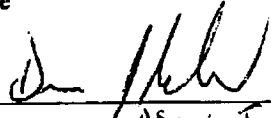


(c) the Assignee shall take all further actions, and provide to the Assignor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Assignor to more fully and effectively effectuate the purposes of this Release, in each case without any representation or warranty of any kind and without any recourse to the Assignee, and at the sole cost and expense of the Assignor.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the day and year first above written.

WELLS FARGO FOOTHILL, INC.
as Assignee

By: 
Name: DENNIS J. ROMAN
Title: v.p.

**ALLIANCE ENTERTAINMENT
CORPORATION**
as Assignor


By: _____
Name: Douglas J. Bates
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the day and year first above written.

WELLS FARGO FOOTHILL, INC.
as Assignee

By: _____
Name: _____
Title: _____

**ALLIANCE ENTERTAINMENT
CORPORATION**
as Assignor

By:  _____
Name: Douglas J. Bates
Title: Vice President and Secretary


Signature page to Alliance Trademark Release

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SCHEDULE I
RELEASE OF SECURITY INTEREST
IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG/APP NO.
WINSTAR	2016027
ALL MUSIC GUIDE	20 76960
CHILD STAR	1868115
ASTRO TALK	1871150
SCHWANN ONLINE	2620526
AMG ALL-MOVIE GUIDE	2174790
WEB AMI INTERACTIVE AEC MUSIC INDEX	2578258
AMG ALL-GAME GUIDE	2770713
AM2PED	2401942
TV TONITE	2384353
ALL MUSIC GUIDE	2202651
KNOW THRU ASTROLOGY	78/553517
CDF CONSUMER DIRECT FULFILLMENT	2404000
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AMIGO! AEC MUSIC INDEX	2397766
ONE WAY RECORDS	2864025
AMG SONICGUIDE	2867155
AMG	2770550
ALL MUSIC GUIDE	78/401563
ALL GAME GUIDE	78/401523
AMG SONICGUIDE	2770707
ACE ONE STOP GROUP	2461111
MUSICVIEWS	2337309
MUSICMAP	2320323
EXPLORE MUSIC	2400509
AMG ALL-MEDIA GUIDE	2470084
AEC SUPPLY CHAIN MANAGEMENT	2908265
AMG ALL-MEDIA GUIDE	2567762
AMG ALL-MOVIE GUIDE	2468166
EXPLORE MOVIES	2358245
SIMPATICOS	2386063



MARK	REG. APP. NO.
AMG ALL-MOVIE GUIDE	2468165
ABBAY ROAD RECORDS DIST.	1666163