

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wax Trax Records Inc.		09/28/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	TVT Music Enterprises LLC		
Street Address:	23 East 4th Street		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1678347	WAX TRAX	
CORRESPONDENCE DATA			
Fax Number:	(310)246-6779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-246-6736		
Email:	wwolff@omm.com		
Correspondent Name:	William Wolff		
Address Line 1:	1999 Avenue of the Stars		
Address Line 2:	Suite 700		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	William Wolff		
Signature:	/William Wolff/		
Date:	11/10/2007		

OP \$40.00 1678347

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 28, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG TEEVEE TOONS, INC., BERNARD NATIONAL LOAN INVESTORS LTD., AS FIRST LIEN AGENT (AS DEFINED THEREIN), AND TVT MUSIC ENTERPRISES LLC, AS SECOND LIEN LENDER (AS DEFINED THEREIN). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS GRANT OF TRADEMARK SECURITY INTEREST, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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

WHEREAS, TeeVee Toons, Inc., a Delaware corporation ("**Borrower**"), has entered into an Intercompany Promissory Note dated as of September 28, 2007 (said Intercompany Promissory Note, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Intercompany Promissory Note**") with TVT Music Enterprises LLC ("**Secured Party**"), pursuant to which Secured Party has made certain commitments, subject to the terms and conditions set forth in the Intercompany Promissory Note, to extend certain credit facilities to Borrower; and

WHEREAS, Grantor has executed and delivered that certain Second Lien Subsidiary Guaranty dated as of September 28, 2007 (said Second Lien Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Loan Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of September 28, 2007 (said Second Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

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

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

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer hereunto duly authorized as of the 20 day of September, 2007.

WAX TRAX RECORDS, INC.

By: _____

Name: _____

Title: _____

Steven Gottlieb

President

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

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
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US Trademark Registrations

Wax Trax

U.S. Trademarks:

Trademark

Wax Trax

Registration #

1678347

Registration Date

3/10/1992

Registered Owner

Wax Trax Records, Inc.