

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
Capital Records, Inc.		10/30/2007	INC. ASSOCIATION:

RECEIVING PARTY DATA	
Name:	Citibank, N.A., London Branch
Street Address:	Citigroup Centre, Canada Square
Internal Address:	Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB
Entity Type:	National Association:

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2018196	ALADDIN RECORDS
Registration Number:	0673876	BLUE NOTE
Registration Number:	1928363	BLUE NOTE
Registration Number:	2371000	BLUE NOTE
Serial Number:	76591940	BLUE NOTE
Serial Number:	77244224	BLUE NOTE
Registration Number:	1972271	BLUE NOTE THE FINEST IN JAZZ SINCE 1939
Registration Number:	2622534	BLUE NOTE THE FINEST IN JAZZ SINCE 1939
Registration Number:	0971850	CAPITOL
Registration Number:	1244815	CAPITOL
Registration Number:	1663998	CAPITOL
Registration Number:	2463750	CAPITOL
Registration Number:	2880302	CAPITOL

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Registration Number:	0621325	CAPITOL
Registration Number:	0665000	CAPITOL
Registration Number:	1244814	CAPITOL
Registration Number:	1222472	CAPITOL
Registration Number:	1981100	CAPITOL
Registration Number:	1892673	CAPITOL RECORDS
Registration Number:	1862994	CAPITOL RECORDS
Registration Number:	2588213	IMPERIAL
Registration Number:	1345827	LIBERTY
Registration Number:	1774104	LIBERTY
Registration Number:	0756440	LIBERTY
Registration Number:	1367440	MAN HAT TAN
Registration Number:	2668784	MANHATTAN RECORDS
Registration Number:	1981607	MB METRO BLUE
Registration Number:	0838803	PACIFIC JAZZ
Registration Number:	1833190	THE RIGHT STUFF
Registration Number:	2071226	THE RIGHT STUFF
Registration Number:	2800764	ULTRA-LOUNGE
Serial Number:	76357746	ULTRA-LOUNGE BAR
Registration Number:	2159509	ULTRA-LOUNGE
Registration Number:	2106918	ULTRA-LOUNGE
Registration Number:	1919475	WORLD PACIFIC

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.225.2772
Email: psen@cgsh.com
Correspondent Name: Pia Sen
Address Line 1: 1 Liberty Plaza
Address Line 2: Cleary Gottlieb Steen & Hamilton LLP
Address Line 4: New York, NEW YORK 10006

DOMESTIC REPRESENTATIVE

Name: Pia Sen
Address Line 1: 1 Liberty Plaza
Address Line 2: Cleary Gottlieb Steen & Hamilton
Address Line 4: New York, NEW YORK 10006

TRADEMARK

REEL: 003684 FRAME: 0035

NAME OF SUBMITTER:	Pia Sen
Signature:	/Pia Sen/
Date:	12/21/2007
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 30th day of October (the "Agreement").

By and among:

The Grantor (as defined herein)
-and-
the Security Agent (as defined herein)

WHEREAS, in accordance with the **PLEDGE AND SECURITY AGREEMENT** dated September 17, 2007 (as amended from time to time, the "**Pledge and Security Agreement**"), among Capitol Records, Inc. or any Additional Grantor (each, a "**Grantor**"), and Citibank, N.A., London Branch, as Security Agent for the Secured Parties (together with its permitted successors in such capacity as the Security Agent, the "**Security Agent**"), the Grantor has agreed to grant to the Security Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Trademarks.


NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

- A. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement.
- B. As security for the prompt and complete payment or performance in full when due of the Secured Obligations with respect to every Obligor, the Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Security Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all of the Trademarks (including, without limitation, those applications and registrations listed on Schedule I attached hereto).
- C. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations and does not create an ownership interest of the Security Agent in the Trademarks. Upon termination of the Pledge and Security Agreement, the Security Agent shall, upon such satisfaction and at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Security Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.
- D. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Security Agent and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Security Agent and Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference.

- E. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

CAPITOL RECORDS, INC.


By 
Name: Susan Feingold
Title: Secretary

CITIBANK, N.A., LONDON BRANCH,
as the Security Agent

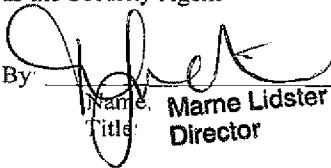
By _____
Name:
Title:

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

CAPITOL RECORDS, INC.

By 
Name: Susan Feingold
Title: Secretary

CITIBANK, N.A., LONDON BRANCH,
as the Security Agent

By 
Name: Marne Lidster
Title: Director

SCHEDULE I
TRADEMARKS

Trademark	Application No.	Registration No.	Registration Date	Classes	Status
Aladdin Records	74585673	2018196	19 Nov 1996	9, 16, 41	Registered
Blue Note	72049947	673876	10 Feb 1959	9	Registered
Blue Note	74601811	1928363	17 Oct 1995	9	Registered
Blue Note	75777221	2371000	25 Jul 2000	35, 38, 41	Registered
Blue Note	76591940			18, 25	Pending
Blue Note	77244224			16	Pending
Blue Note The Finest In Jazz Since 1939 And Device	74555906	1972271	7 May 1996	9	Registered
Blue Note The Finest In Jazz Since 1939 And Device	75397925	2622534	24 Sep 2002	36	Registered
Capitol	72430887	971850	30 Oct 1973	9	Registered
Capitol	73289140	1244815	5 Jul 1983	41	Registered
Capitol	74105878	1663998	12 Nov 1991	9	Registered
Capitol	76034480	2463750	26 Jun 2001	38, 41, 42	Registered
Capitol	78/162029	2880302	31 Aug 2004	9, 38, 41, 42	Registered
Capitol And Dome Device	71693290	621325	14 Feb 1956	9	Registered
Capitol And Dome Device	72036689	665000	29 Jul 1958	21	Registered
Capitol And Dome Device	73289139	1244814	5 Jul 1983	41	Registered
Capitol And Dome (Video) Device	73350438	1222472	4 Jan 1983	9	Registered
Capitol And Dome (Video) Device	74699495	1981100	18 Jun 1996	9	Registered
Capitol And Dome Device In Oval With Word Records	74257035	1892673	2 May 1995	21	Registered
Capitol And Dome Device In Oval With Word Records	74801863	1862994	15 Nov 1994	14, 16, 25	Registered
Capitol Jazz And Device					Not yet filed
Imperial	76289249	2588213	2 Jul 2002	9	Registered
Liberty	493432	1345827	2 Jul 1985	9	Registered
Liberty And Head Device (Nashville)	74265279	1774104	1 Jun 1993	9	Registered
Liberty In Border And Device	133159	756440	10 Sep 1963	9	Registered
Manhattan Device	73526383	1367440	29 Oct 1985	9	Registered
Manhattan Records	76/364797	2668784	31 Dec 2002	9	Registered
MB Metro Blue And Device (in the form of mb stylised metro blue)	74/551918	1981607	18 Jun 1996	9	Registered
Pacific Jazz		838803	14 Nov 1967	9	Registered
The Right Stuff	74/288810	1833190	26 Apr 1994	9	Registered
The Right Stuff In Circle Device	75/021308	2071226	17 Jun 1997	25	Registered
Ultra-Lounge	76-181543	2800764	30 Dec 2003	38	Registered
Ultra-Lounge Bar	76/357746			43	Abandoned
Ultra-Lounge Stylised Words and Device	75/132445	2159509	19 May 1998	25	Registered
Ultra-Lounge Stylised Words and Device	75/168314	2106918	21 Oct 1997	9, 21	Registered
World Pacific And Globe Device	74/577117	1919475	19 Sep 1995	9	Registered