

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
Capitol Records, Inc.		01/28/2008	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77067646	ASTRAL VISION
Registration Number:	2102742	ASTRALWERKS
Registration Number:	2838676	ASTRALWERKS
Registration Number:	2893235	A
Registration Number:	2060914	CAROLINE RECORDS
Registration Number:	2060992	GYROSCOPE
Registration Number:	2064838	SCAMP
Registration Number:	2595054	BACK PORCH
Registration Number:	2325070	ENSO
Registration Number:	1734529	NARADA
Registration Number:	1552649	NARADA
Registration Number:	1550804	NARADA EQUINOX
Registration Number:	1550805	NARADA LOTUS
Registration Number:	1549925	NARADA MYSTIQUE

OP \$465.00 77067646

Registration Number:	2633837	SHAKTI
Registration Number:	1550806	SONA GAIA PRODUCTIONS
Registration Number:	1441915	PRIORITY RECORDS
Registration Number:	2079213	RAP-A-LOT RECORDS

CORRESPONDENCE DATA

Fax Number: (212)225-3999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: flim@cgsh.com

Correspondent Name: Francesca Lim

Address Line 1: One Liberty Plaza

Address Line 4: New York, NEW YORK 10006

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Francesca Lim
Signature:	/FLim/
Date:	02/07/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT (RECORDED MUSIC ENTITIES)

THIS TRADEMARK SECURITY AGREEMENT is made as of this 28th day of January, 2008 (the "Agreement").

By and among:

The Grantors (as defined herein)
-and-
Security Agent (as defined herein)

WHEREAS, in accordance with the **PLEDGE AND SECURITY AGREEMENT** dated September 17, 2007, as amended and restated on January 28, 2008 (the "**Pledge and Security Agreement**"), among Capitol Records, Inc. and, amongst others, any Additional Grantor (each such Additional Grantor, 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 Grantors have 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 Grantor, each 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 such 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 Grantors, execute, acknowledge, and deliver to the Grantors or a Grantor, as the case may be, 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 a 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.

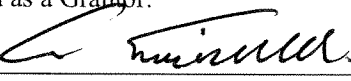
- E. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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

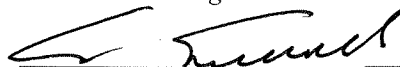
**CAROLINE RECORDS, INC.,
NARADA PRODUCTIONS, INC.,
VIRGIN RECORDS AMERICA, INC.,**

Each as a Grantor:

By: 
Name: Colin Finkelstein
Title: Vice President

PRIORITY RECORDS, LLC

By: Capitol Records, Inc.
its Manager


Name: Colin Finkelstein
Title: Vice President


CITBANK, 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.


CAROLINE RECORDS, INC.,
NARADA PRODUCTIONS, INC.,
VIRGIN RECORDS AMERICA, INC.,

Each as a Grantor:

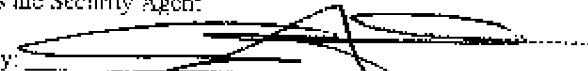
By: 
Name: Colin Finkelstein
Title: Vice President

PRIORITY RECORDS, L.L.C.

By: Capitol Records, Inc.
its Manager


Name: Colin Finkelstein
Title: Vice President

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

By: 
Name: CARL HARDER
Title: VICE PRESIDENT

SCHEDULE I
TRADEMARKS

See attached.

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
United States of America							
Caroline Records, Inc.	ASTRAL VISION	United States of America	77067646			9	Pending
Caroline Records, Inc.	ASTRALWERKS	United States of America	75073928	2102742	7 Oct 1997	9	Registered
Caroline Records, Inc.	ASTRALWERKS	United States of America	78238167	2838676	4 May 2004	9,38,41	Registered
Caroline Records, Inc.	ASTRALWERKS LOGO	United States of America	78238172	2893235	12 Oct 2004	9,38,41	Registered
Caroline Records, Inc.	CAROLINE RECORDS	United States of America	75073932	2060914	13 May 1997	9	Registered
Caroline Records, Inc.	GYROSCOPE	United States of America	75084014	2060992	13 May 1997	9	Registered
Caroline Records, Inc.	SCAMP	United States of America	75084015	2064838	27 May 1997	9	Registered

TM Administrator - END OF REPORT

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Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
Narada Productions, Inc	BACK PORCH	United States of America	75854043	2595054	16 Jul 2002	9	Registered
Narada Productions, Inc	ENSO	United States of America	75194684	2325070	7 Mar 2000	9	Registered
Narada Productions, Inc	NARADA	United States of America	74237803	1734529	24 Nov 1992	9	Registered
Narada Productions, Inc	NARADA AND SHADING DEVICE	United States of America	73754376	1552649	22 Aug 1989	9	Registered
Narada Productions, Inc	NARADA EQUINOX STYLISED WORDS AND DEVICE	United States of America	73754375	1550804	8 Aug 1989	9	Registered
Narada Productions, Inc	NARADA LOTUS WORDS AND DEVICE	United States of America	73754377	1550805	8 Aug 1989	9	Registered
Narada Productions, Inc	NARADA MYSTIQUE WORDS AND DEVICE	United States of America	73754374	1549925	1 Aug 1989	9	Registered
Narada Productions, Inc	SHAKTI	United States of America	75809003	2633837	15 Oct 2002	9	Registered
Narada Productions, Inc	SONA GAIA PRODUCTIONS LOGO	United States of America	73754379	1550806	8 Aug 1989	9	Registered

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Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
Priority Records LLC	PRIORITY RECORDS STYLISTED	United States of America	73621041	1441915	9 Jun 1987	9	Registered

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TRADEMARK

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
Virgin Records America Inc.	RAP-A-LOT RECORDS	United States of America	75/143364	2079213	15 Jul 1997	9	Registered

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