

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
Concord Music Group, Inc.		02/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	131 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-5506
Entity Type:	National Association:

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	2996468	MILESTONE
Registration Number:	2758673	M MILESTONE
Registration Number:	2671523	
Registration Number:	2639102	CONCORD
Registration Number:	2536062	THAT'S WHAT SHE SAID
Registration Number:	2882007	SOULSVILLE U.S.A.
Registration Number:	2246045	P
Registration Number:	2245994	CONCORD VISTA
Registration Number:	2270489	CONCORD CONCERTO
Registration Number:	2245992	CC
Registration Number:	2908873	STAX
Registration Number:	2128759	JAZZLAND
Registration Number:	2148837	BLUESVILLE
Registration Number:	2003261	KICKING MULE

CH \$1665.00 2996468

Registration Number:	2000125	TRU SOUND
Registration Number:	2035090	TRUTH
Registration Number:	2141701	STAX
Registration Number:	2141700	STAX
Registration Number:	1954782	THAT'S WHAT SHE SAID
Registration Number:	1933150	WE PRODUCE
Registration Number:	1933149	RESPECT
Registration Number:	1919476	FANTASY
Registration Number:	1916305	ENTERPRISE
Registration Number:	1916304	
Registration Number:	1881940	VOLT
Registration Number:	1819747	GOOD TIME JAZZ
Registration Number:	1813531	SPECIALTY
Registration Number:	1748291	
Registration Number:	1746951	J.A.T.P.
Registration Number:	1745613	ORIGINAL JAZZ CLASSICS
Registration Number:	1717594	ORIGINAL BLUES CLASSICS
Registration Number:	1662239	STAX
Registration Number:	1537289	BLUESVILLE
Registration Number:	1465228	
Registration Number:	1430992	CROSSOVER
Registration Number:	1466205	CONTEMPORARY
Registration Number:	1430081	RIVERSIDE
Registration Number:	1312147	PICANTE
Registration Number:	1254431	MILESTONE
Registration Number:	1201855	PRESTIGE
Registration Number:	1113058	GALAXY
Registration Number:	1033716	PABLO
Registration Number:	1021946	PABLO
Registration Number:	3089324	TAKOMA
Registration Number:	1022529	TAKOMA
Registration Number:	0996463	
Registration Number:	0998245	FANTASY
Registration Number:	0971347	STAX RECORDS
Registration Number:	0868198	STAX

Registration Number:	0868197	VOLT
Registration Number:	0798407	PRESTIGE
Registration Number:	3052905	F FEINERY
Registration Number:	3052906	FEINERY
Registration Number:	3026179	JAZZ MOODS
Registration Number:	3089327	PABLO
Registration Number:	3089328	PABLO
Registration Number:	3089325	PRESTIGE
Registration Number:	3089326	PRESTIGE
Registration Number:	2245991	CV
Registration Number:	3276790	BREATHE
Registration Number:	3115850	HEADS UP
Registration Number:	1694087	JAZZ
Registration Number:	1584463	TELARC DIGITAL
Registration Number:	1583495	TELARC
Serial Number:	77346258	CONCORD MUSIC GROUP
Serial Number:	77354115	SOULSVILLE

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0372
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	02/12/2008

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, CRESCENT FILM HOLDINGS LIMITED, a company organized under the laws of the British Virgin Islands and VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC., a Delaware corporation (collectively, the “Borrowers”), and the guarantors, if any, referred to in the Credit Agreement (together with the Borrowers, each a “Grantor” and collectively the “Grantors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of February 7, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement), among the Grantors, the lenders referred to therein (the “Lenders”) and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “Administrative Agent”) and issuing bank (in such capacity, the “Issuing Bank”), the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue and the Lenders have agreed to participate in letters of credit for the account of the Borrowers; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Grantors including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be; and

WHEREAS, the Administrative Agent and the Grantors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in and to all of the Grantors' right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantors:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Grantors agree to deliver updated copies of Schedule 1 and Schedule 2 to the Administrative Agent within forty-five (45) days after the end of any quarter in which the Grantors register or otherwise adopt or acquire any Trademark not listed on Schedule 1 hereto or enter into any Trademark license not listed on Schedule 2 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each of the Grantors agrees that if such Grantor knows or has reason to know that (i) any Person has performed any act (which, for purposes hereof, may include an assertion of rights), which such Grantor reasonably believes constitutes a material infringement of any

Trademark necessary to the normal conduct of such Grantor's business, or materially violates or infringes any right therein of the Grantors or (ii) any Person has performed any act which such Grantor reasonably believes constitute an unauthorized or unlawful use of any Trademark necessary to the normal conduct of such Grantor's business, then and in any such event, such Grantor shall promptly notify the Administrative Agent and shall take such actions as it deems appropriate under the circumstances and consistent with good business judgment to protect such Trademark Collateral; provided, however, that if an Event of Default shall have occurred and be continuing, the Administrative Agent shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to protect the Trademark Collateral, in its own name, in the name of such Grantor, or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each Grantor and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors, as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which any Grantor is a party, such Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be
duly executed as of February 7, 2008.

GRANTORS:

CRESCENT FILM HOLDINGS LIMITED

By


Name: Clair Burke

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003717 FRAME: 0761

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC.

By  _____

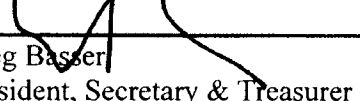
Name: Greg Basser

Title: Chief Executive Officer, President,
Secretary & Treasurer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 003717 FRAME: 0762

VILLAGE ROADSHOW MUSIC GROUP USA
LLC

By 
Name: Greg Bassler
Title: President, Secretary & Treasurer

[Signature Page to Trademark Security Agreement]

CONCORD MUSIC GROUP LLC

By 
Name: GLEN BARROS
Title: PRESIDENT

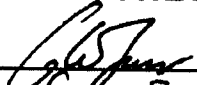
[Signature Page to Trademark Security Agreement]

CONCORD MUSIC GROUP, INC.

By 
Name: *GLENN BARRAS*
Title: *PRESIDENT*

[Signature Page to Trademark Security Agreement]


SPECIALTY RECORDS, INC.

By 
Name: GLEN BARROWS
Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By 
Name: Kin W. Cheng
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003717 FRAME: 0767

Schedule 1
to Trademark Security Agreement

CONCORD MUSIC GROUP, INC. - UNITED STATES TRADEMARKS

MARK	SERIAL NO.	REG. NO.	DATE
MILESTONE		2,996,468	9/20/05
M MILESTONE		2,758,673	9/2/03
MISCELLANEOUS DESIGN		2,671,523	1/7/03
CONCORD		2,639,102	10/22/02
THAT'S WHAT SHE SAID		2,536,062	2/5/02
SOULSVILLE U.S.A.		2,882,007	9/7/04
P & Design		2,246,045	5/18/99
CONCORD VISTA		2,245,994	5/18/99
CONCORD CONCERTO		2,270,489	8/17/99
CC & Design		2,245,992	5/18/99
STAX		2,908,873	12/7/04
JAZZLAND		2,128,759	1/13/98
BLUESVILLE		2,148,837	4/7/98
KICKING MULE		2,003,261	9/24/96
TRU SOUND		2,000,125	9/10/96
TRUTH		2,035,090	2/4/97
STAX		2,141,701	3/10/98
STAX		2,141,700	3/10/98
THAT'S WHAT SHE SAID		1,954,782	2/6/96
WE PRODUCE		1,933,150	11/7/95
RESPECT		1,933,149	11/7/95
FANTASY		1,919,476	9/19/95

ENTERPRISE		1,916,305	9/5/95
MISCELLANEOUS DESIGN		1,916,304	9/5/95
VOLT		1,881,940	3/7/95
GOOD TIME JAZZ		1,819,747	2/8/94
SPECIALTY		1,813,531	12/28/93
MISCELLANEOUS DESIGN		1,748,291	1/26/93
J.A.T.P.		1,746,951	1/19/93
ORIGINAL JAZZ CLASSICS		1,745,613	1/12/93
ORIGINAL BLUES CLASSICS		1,717,594	9/22/92
STAX		1,662,239	10/29/91
BLUESVILLE		1,537,289	5/2/89
MISCELLANEOUS DESIGN		1,465,228	11/17/87
CROSSOVER		1,430,992	3/3/87
CONTEMPORARY		1,466,205	11/24/87
RIVERSIDE		1,430,081	2/24/87
PICANTE		1,312,147	1/1/85
M MILESTONE		1,254,431	10/18/83
PRESTIGE		1,201,855	7/20/82
GALAXY		1,113,058	2/13/79
PABLO		1,033,716	2/17/76
PABLO		1,021,946	10/7/75
TAKOMA		3,089,324	5/9/06
TAKOMA		1,022,529	10/14/75
MISCELLANEOUS DESIGN		996,463	10/22/74
FANTASY		998,245	11/12/74
STAX		971,347	10/23/73

STAX		868,198	4/15/69
VOLT		868,197	4/15/69
PRESTIGE		798,407	11/2/65
F FEINERY & DESIGN		3,052,905`	1/31/06
FEINERY		3,052,906	1/31/06
JAZZ MOODS		3,026,179	12/13/05
PABLO & DESIGN		3,089,327	5/9/06
PABLO		3,089,328	5/9/06
PRESTIGE & DESIGN		3,089,325	5/9/06
PRESTIGE		3,089,326	5/9/06
CV & DESIGN		2,245,991	5/18/99
BREATHE		3,276,790	8/7/07
HEADS UP		3,115,850	7/18/05
JAZZ (STYLIZED)		1,694,087	6/16/92
TELARC DIGITAL (AND DESIGN		1,584,463	2/27/90
TELARC		1,583,495	2/20/90
CONCORD MUSIC GROUP (WORD & DESIGN)	77/346,258		12/6/07
SOULSVILLE	77/354,115		12/17/07