

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		02/07/2008	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Concord Music Group, Inc.
<b>Street Address:</b>	100 NORTH CRESCENT DRIVE, STE. 275
<b>City:</b>	BEVERLY HILLS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 62**

Property Type	Number	Word Mark
Registration Number:	1537289	BLUESVILLE
Registration Number:	2148837	BLUESVILLE
Registration Number:	2245992	CC
Registration Number:	2639102	CONCORD
Registration Number:	2270489	CONCORD CONCERTO
Registration Number:	2245994	CONCORD VISTA
Registration Number:	1466205	CONTEMPORARY
Registration Number:	1430992	CROSSOVER
Registration Number:	2245991	CV
Registration Number:	1916305	ENTERPRISE
Registration Number:	3052905	F FEINERY
Registration Number:	0998245	FANTASY
Registration Number:	1919476	FANTASY
Registration Number:	3052906	FEINERY

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Registration Number:	1113058	GALAXY
Registration Number:	1819747	GOOD TIME JAZZ
Registration Number:	1746951	J.A.T.P.
Registration Number:	3026179	JAZZ MOODS
Registration Number:	2128759	JAZZLAND
Registration Number:	2003261	KICKING MULE
Registration Number:	2758673	M MILESTONE
Registration Number:	1254431	MILESTONE
Registration Number:	2996468	MILESTONE
Registration Number:	1916304	
Registration Number:	1748291	
Registration Number:	1465228	
Registration Number:	0996463	
Registration Number:	2671523	
Registration Number:	1717594	ORIGINAL BLUES CLASSICS
Registration Number:	1745613	ORIGINAL JAZZ CLASSICS
Registration Number:	2246045	P
Registration Number:	1021946	PABLO
Registration Number:	3089328	PABLO
Registration Number:	1033716	PABLO
Registration Number:	3089327	PABLO
Registration Number:	1312147	PICANTE
Registration Number:	1201855	PRESTIGE
Registration Number:	3089326	PRESTIGE
Registration Number:	0798407	PRESTIGE
Registration Number:	3089325	PRESTIGE
Registration Number:	1933149	RESPECT
Registration Number:	1430081	RIVERSIDE
Registration Number:	2863252	SOULSVILLE
Registration Number:	2882007	SOULSVILLE U.S.A.
Registration Number:	2900069	SOULSVILLE U.S.A.
Registration Number:	2976859	SOULSVILLE U.S.A.
Registration Number:	1813531	SPECIALTY
Registration Number:	2908873	STAX
Registration Number:	0868198	STAX

Registration Number:	2141701	STAX
Registration Number:	2141700	STAX
Registration Number:	1662239	STAX
Registration Number:	0971347	STAX RECORDS
Registration Number:	1022529	TAKOMA
Registration Number:	2536062	THAT'S WHAT SHE SAID
Registration Number:	1954782	THAT'S WHAT SHE SAID
Registration Number:	2000125	TRU SOUND
Registration Number:	2035090	TRUTH
Registration Number:	0868197	VOLT
Registration Number:	1881940	VOLT
Registration Number:	3047646	WATTSTAX
Registration Number:	1933150	WE PRODUCE

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0373
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	03/04/2008

Total Attachments: 9  
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**RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

This Release of Trademark Security Agreement ("Release") is entered into as of February 7, 2008 by JPMorgan Chase Bank, National Association, a national banking association, as Administrative Agent under the Credit Agreement (as defined below) (the "Administrative Agent") in favor of Concord Music Group, Inc., a Delaware corporation (the "Borrower").

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated November 21, 2006, among Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and the Administrative Agent (the "Credit Agreement"), the Administrative Agent and Lenders made certain loans to Borrower;

WHEREAS, to secure repayment of the Obligations (as defined in the Credit Agreement), Borrower granted Administrative Agent a security interest in Trademark Collateral as defined in and pursuant to, that certain Credit Agreement and that certain Trademark Security Agreement dated as of November 21, 2006 (the "Trademark Security Agreement") (such agreements taken together the "Trademark Security Interest Grant");

WHEREAS, a copy of the Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on November 22, 2006 and a copy of such recordation appears at Reel No. 3433, Frame No. 0295 against:

- (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 A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B 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 Pledgor 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.

WHEREAS, Borrower (i) has repaid in full the Obligations and (ii) the Commitments (as defined in the Credit Agreement) to make Loans under the Credit Agreement have been terminated; and

WHEREAS, Borrower and Administrative Agent are terminating the Trademark Security Interest Grant effective as of the date hereof, and, in connection therewith, Administrative Agent desires to release all of its Liens and security interests in the Trademark Collateral (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the mutual agreement contained herein, Administrative Agent hereby agrees as follows:

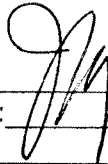
1. Effective as of the date hereof, the Trademark Security Interest Grant is hereby terminated, and all of Administrative Agent's Liens and security interests in the Trademark Collateral and any other Trademark Collateral in which a security interest is granted to Administrative Agent by the Credit Agreement and Trademark Security Agreement are hereby terminated and released, and shall have no further right under, and Borrower shall have no further obligations to Administrative Agent in connection with the Trademark Collateral under the Credit Agreement and pursuant to, the Trademark Security Agreement.

2. This Release, and all of the rights and liabilities hereunder, shall be construed in all respects in accordance with, and governed by, all of the provisions of the New York Uniform Commercial Code and by the other internal laws (as opposed to conflicts of law provisions) of the State of New York, and, of and to the extent applicable, federal trademark law.





[signature page follows]


IN WITNESS WHEREOF, this Release has been duly executed as of the date first written above.

JPMORGAN CHASE BANK, National Association, as Administrative Agent


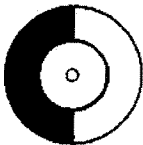



By:   
Name: Jason P. Somerville  
Title: Vice President






**EXHIBIT A**






<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BLUESVILLE	73/751,394	1,537,289	5/2/89
BLUESVILLE (Stylized) 	75/182,186	2,148,837	4/7/98
CC & Design 	75/453,563	2,245,992	5/18/99
CONCORD	76/310,223	2,639,102	10/22/02
CONCORD CONCERTO	75/453,645	2,270,489	8/17/99
CONCORD VISTA	75/453,646	2,245,994	5/18/99
CONTEMPORARY	73/609,639	1,466,205	11/24/87
CROSSOVER	73/613,361	1,430,992	3/3/87
CV & Design 	75/453,562	2,245,991	5/18/99
ENTERPRISE	74/577,280	1,916,305	9/5/95
F FEINERY & Design 	76/631,086	3,052,905	1/31/06
FANTASY	72/431,479	998,245	11/12/74



Mark	Serial No.	Reg. No.	Reg. Date
FANTASY (Stylized) 	74/577,680	1,919,476	9/19/95
FEINERY	76/631,087	3,052,906	1/31/06
GALAXY	73/159,442	1,113,058	2/13/79
GOOD TIME JAZZ	74/375,415	1,819,747	2/8/94
J.A.T.P.	74/278,614	1,746,951	1/19/93
JAZZ MOODS	76/620,355	3,026,179	12/13/05
JAZZLAND	75/217,456	2,128,759	1/13/98
KICKING MULE	75/182,186	2,003,261	9/24/96
M MILESTONE & Design  Milestone	76/465,211	2,758,673	9/2/03
M MILESTONE & Design  Milestone	73/381,099	1,254,431	10/18/83
MILESTONE	76/563,215	2,996,468	9/20/05
MISCELLANEOUS DESIGN 	74/577,277	1,916,304	9/5/95



Mark	Serial No.	Reg. No.	Reg. Date
MISCELLANEOUS DESIGN 	74/279,380	1,748,291	1/26/93
MISCELLANEOUS DESIGN 	73/617,106	1,465,228	11/17/87
MISCELLANEOUS DESIGN 	72/431,658	996,463	10/22/74
MISCELLANEOUS DESIGN (Music Symbol) 	76/310,224	2,671,523	1/7/03
ORIGINAL BLUES CLASSICS	74/094,763	1,717,594	9/22/92
ORIGINAL JAZZ CLASSICS & Design 	74/235,154	1,745,613	1/12/93

Mark	Serial No.	Reg. No.	Reg. Date
P & Design 	75/458,574	2,246,045	5/18/99
PABLO	73/037,430	1,021,946	10/7/75
PABLO	76/639,949	3,089,328	5/9/06
PABLO & Design 	73/046,211	1,033,716	2/17/76
PABLO & Design 	76/639,948	3,089,327	5/9/06
PICANTE	73/457,694	1,312,147	1/1/85
PRESTIGE	73/295,519	1,201,855	7/20/82
PRESTIGE	76/639,947	3,089,326	5/9/06
PRESTIGE & Design 	72/209,109	798,407	11/2/65
PRESTIGE & Design 	76/639,946	3,089,325	5/9/06
RESPECT	74/601,862	1,933,149	11/7/95

Mark	Serial No.	Reg. No.	Reg. Date
RIVERSIDE	73/609,638	1,430,081	2/24/87
SOULSVILLE	76/371,904	2,863,252	7/13/04
SOULSVILLE U.S.A.	75/980,632	2,882,007	9/7/04
SOULSVILLE U.S.A.	75/844,172	2,900,069	11/2/04
SOULSVILLE U.S.A.	76/371,905	2,976,859	7/26/05
SPECIALTY & Design 	74/367,764	1,813,531	12/28/93
STAX	75/421,569	2,908,873	12/7/04
STAX	72/309,085	868,198	4/15/69
STAX & Design 	74/036,674	2,141,701	3/10/98
STAX & Design 	74/703,633	2,141,700	3/10/98
STAX & Design 	74/044,301	1,662,239	10/29/91
STAX & Design 	72/419,377	971,347	10/23/73
TAKOMA	73/018,658	1,022,529	10/14/75

Mark	Serial No.	Reg. No.	Reg. Date
THAT'S WHAT SHE SAID	76/155,166	2,536,062	2/5/02
THAT'S WHAT SHE SAID & Design 	74/636,870	1,954,782	2/6/96
TRU SOUND	75/021,367	2,000,125	9/10/96
TRUTH	74/723,731	2,035,090	2/4/97
VOLT	72/309,084	868,197	4/15/69
VOLT & Design 	74/457,505	1,881,940	3/7/95
WATTSWAX	76/593,659	3,047,646	1/24/06
WE PRODUCE	74/601,909	1,933,150	11/7/95