

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
SJ DISTRIBUTION LLC		02/01/2008	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	800 Superior Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2350849	HEAR/SAY: AMERICA'S COLLEGE MUSIC NEWSPAPER	
CORRESPONDENCE DATA			
Fax Number:	(216)583-7087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2165837086		
Email:	ecaja@ulmer.com		
Correspondent Name:	Edward F Caja		
Address Line 1:	1660 West 2nd Street Suite 1100		
Address Line 4:	Cleveland, OHIO 44113-1448		
ATTORNEY DOCKET NUMBER:	19292-00178		
NAME OF SUBMITTER:	Edward F. Caja		
Signature:	/Edward F. Caja/		
Date:	09/16/2008		

OP \$40.00 2350849

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

SJ DISTRIBUTION LLC, an Ohio limited liability company dba EDGE Entertainment Distribution (together with its successors and assigns, "Pledgor"), is entering into the Credit Agreement, as hereinafter defined, with KEYBANK NATIONAL ASSOCIATION ("Bank").

Pledgor understands that Bank is willing to enter into the Credit Agreement, as hereinafter defined, and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Bank, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Bank and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing.

"Credit Agreement" shall mean the Credit and Security Agreement executed by and between Pledgor and Bank and dated of even date herewith, as it may from time to time be amended, restated or otherwise modified.

"Debt" shall mean, collectively, (a) all Loans; (b) all other indebtedness now owing or hereafter incurred by Pledgor to Bank pursuant to the Credit Agreement and the Notes (as defined in the Credit Agreement) executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all commitment and other fees pursuant to the Credit Agreement; (e) all obligations and liabilities of Pledgor now existing or hereafter incurred to Bank under, arising out of, or in connection with any Hedge Agreement (as defined in the Credit Agreement); (f) all other amounts payable by Pledgor to Bank

pursuant to the Credit Agreement or any Related Writing (as defined in the Credit Agreement); and (g) all Related Expenses (as defined in the Credit Agreement).

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

“Loan” shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor enjoys the rights of a licensee under any license included among the Collateral as to which Pledgor is a licensee; and Pledgor is the sole and exclusive owner of the entire right, title and interest in and to all other Collateral, provided that, in the case of any license included among the Collateral as to which Pledgor is a licensor, Pledgor’s ownership of the licensed intellectual property is subject to the rights granted to any licensee thereunder;

(b) Pledgor’s rights in the Collateral as either owner or licensee are, except for liens permitted pursuant to Section 5.9 of the Credit Agreement, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons; provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor’s rights as a licensee thereunder are unencumbered, and that, in the case of any license included in the Collateral as to which Pledgor is a licensor, Pledgor’s ownership of the licensed intellectual property is subject to the rights granted to any licensee thereunder;

(c) none of the Collateral, whether registered or unregistered, has been adjudged invalid or unenforceable, and to Pledgor’s knowledge the Collateral is valid and enforceable;

(d) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an "Event of Default," as defined in the Credit Agreement, shall occur under the Credit Agreement; or (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Bank that the specified failure is to be remedied, or if such failure cannot reasonably be remedied within such thirty (30) day period, Pledgor has commenced to remedy such failure within such thirty (30) day period and continued to diligently pursue such remedy.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph), Pledgor will execute an Assignment in the form attached as Exhibit A hereto and thereafter, upon written notice to Pledgor, Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination. At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and, upon request of Pledgor, Bank shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this agreement, within five (5) days of demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 hereof shall automatically apply

thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. Maximum Amount. Anything in this Agreement to the contrary notwithstanding, in no event shall the liability of Pledgor under this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other obligors) would render the rights to payment of Bank hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

16. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

20. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

21. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the

address specified on the signature pages of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

22. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of February 1, 2008.

SJ DISTRIBUTION LLC

By: 
Harry Singer, President

KEYBANK NATIONAL ASSOCIATION

By: _____
Jay McKelvey, Senior Vice President

[Signature Page to IP Security Agreement.]

ACKNOWLEDGMENTS

THE STATE OF Ohio)
)
COUNTY OF Cuyahoga) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Harry Singer, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SJ DISTRIBUTION LLC, an Ohio limited liability company, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of January 2008.



Kathleen A. Reffner
NOTARY PUBLIC

Kathleen A. Reffner
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/05/11

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Jay McKelvey, Senior Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2008.

NOTARY PUBLIC

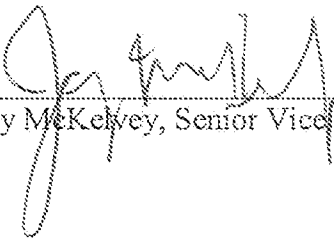
[Notary Page to IP Security Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of February 1, 2008.

SJ DISTRIBUTION LLC

By: _____
Harry Singer, President

KEYBANK NATIONAL ASSOCIATION

By:  _____
Jay McKelvey, Senior Vice President

[Signature Page to IP Security Agreement.]

ACKNOWLEDGMENTS

THE STATE OF _____)
)
COUNTY OF _____)

SS:

BEFORE ME, the undersigned authority, on this day personally appeared Harry Singer, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SJ DISTRIBUTION LLC, an Ohio limited liability company, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2008.

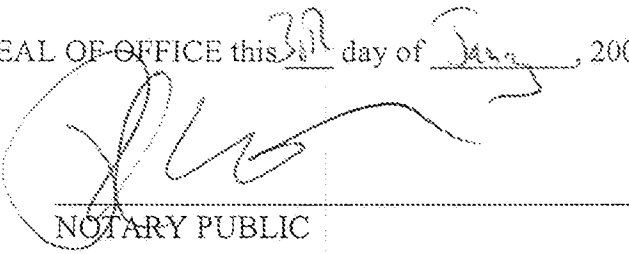
NOTARY PUBLIC

THE STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

BEFORE ME, the undersigned authority, on this day personally appeared Jay McKelvey, Senior Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of Jan, 2008.



NOTARY PUBLIC

THOMAS W. OSTROWSKI ATTORNEY AT LAW
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

[Notary Page to IP Security Agreement]

SCHEDULE 1

Patents

NONE.

Trademarks

HEAR/SAY

HEAR/SAY: AMERICA'S COLLEGE MUSIC NEWSPAPER

HEAR/SAY: AMERICA'S COLLEGE MUSIC NEWSPAPER U.S. Reg. No. 2,350,849

HITZ

Copyrights

NONE.

Trade Names

SJ DISTRIBUTION LLC
EDGE ENTERTAINMENT DISTRIBUTION

Domain Names

www.edgedistro.com

www.rrdis.com

www.hearsay.cc

www.hearsay-online.com

www.galaxymusic.com