

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

85283-2

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SBSAC LLC

- Individual(s)
- General Partnership
- Corporation- State:
- Other Delaware Limited Liability Company

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance (Execution Date(s) :**

Execution Date(s) September 10, 2008

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other TM Collateral Assignment

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:**

34

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 865**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

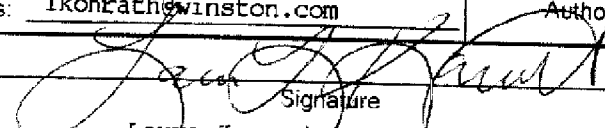
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

**9. Signature:**



Signature

9/30/08  
Date

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

CH \$865.00 232428 77218918

Continuation

Item 4

Schedule 1

**SCHEDULE OF MARKS**

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner	Status
SESAC	U.S. Federal	77218918 Jun. 29, 2007		35	Sesac, Inc.	Pending
SESAC TV	U.S. Federal	77219579 Jun. 29, 2007		42	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219513 Jun. 29, 2007		41	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77219612 Jun. 29, 2007		35	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77219609 Jun. 29, 2007		41	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219538 Jun. 29, 2007		42	Sesac, Inc.	Pending
Design Only	U.S. Federal	77218943 Jun. 29, 2007		36	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77218939 Jun. 29, 2007		42	Sesac, Inc.	Pending
SESAC TV	U.S. Federal	77219558 Jun. 29, 2007		41	Sesac, Inc.	Pending
SESAC	U.S. Federal	77219293 Jun. 29, 2007		41	Sesac, Inc.	Pending
MR. LYRIC	U.S. Federal	77218941 Jun. 29, 2007		36	Sesac, Inc.	Pending

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner	Status
SESAC	U.S. Federal	77219484 Jun. 29, 2007		42	Sesac, Inc.	Pending
MS. MELODY	U.S. Federal	77219560 Jun. 29, 2007		35	Sesac, Inc.	Pending
SESAC TV	U.S. Federal	77219571 Jun. 29, 2007		37	Sesac, Inc.	Pending
MR. LYRIC	U.S. Federal	77219552 Jun. 29, 2007		42	Sesac, Inc.	Pending
MS. MELODY	U.S. Federal	77219563 Jun. 29, 2007		36	Sesac, Inc.	Pending
MR. LYRIC	U.S. Federal	77219554 Jun. 29, 2007		41	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219511 Jun. 29, 2007		41	Sesac, Inc.	Pending
SESAC TV	U.S. Federal	77219598 Jun. 29, 2007		36	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219264 Jun. 29, 2007		45	Sesac, Inc.	Pending
Design Only	U.S. Federal	77218945 Jun. 29, 2007		36	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219528 Jun. 29, 2007		35	Sesac, Inc.	Pending
MS. MELODY	U.S. Federal	77219556 Jun. 29, 2007		41	Sesac, Inc.	Pending
SESAC	U.S. Federal	77218925 Jun. 29, 2007		36	Sesac, Inc.	Pending
MS. MELODY	U.S. Federal	77219546 Jun. 29, 2007		42	Sesac, Inc.	Pending

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int. Class	Owner	Status
MR. LYRIC	U.S. Federal	77219515 Jun. 29, 2007		35	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77219597 Jun. 29, 2007		36	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219535 Jun. 29, 2007		42	Sesac, Inc.	Pending
SESAC FOCUS	U.S. Federal	76500831 Feb. 24, 2003	2862204 Jul. 13, 2004	16	Sesac, Inc.	Registered
SESAC LATINA	U.S. Federal	76500830 Feb. 24, 2003	2898752 Nov. 2, 2004	35 36	Sesac, Inc.	Registered
E SESAC	U.S. Federal	76500828 Feb. 24, 2003	2930093 Mar. 8, 2005	35 36	Sesac, Inc.	Registered
SESAC LATINA	U.S. Federal	76500829 Feb. 24, 2003	2888403 Sep. 28, 2004	35 36	Sesac, Inc.	Registered
E SESAC	U.S. Federal	76500827 Feb. 24, 2003	2829555 Apr. 6, 2004	35 36	Sesac, Inc.	Registered
SESAC & Design	U.S. Federal	74373575 Mar. 26, 1993	1811069 Dec. 14, 1993	35	[Sesac, LLC]	Registered

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EXECUTION COPY

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TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARK COLLATERAL ASSIGNMENT, dated as of September 10, 2008 (this "Agreement"), made by and between SESAC LLC, a Delaware limited liability company (the "Issuer"), in favor of Wilmington Trust Company (the "Indenture Trustee").

**W I T N E S S E T H :**

WHEREAS, the Issuer is the owner of the entire right, title and interest in, to under the trademarks and service marks and all United States registrations therefor listed on Schedule 1 hereto; and

WHEREAS, pursuant to the Granting Clause of the Indenture, dated as of September 10, 2008, by and between the Issuer and the Indenture Trustee (as amended, supplemented or otherwise modified from time to time the "Indenture"), the Issuer has conveyed a first priority security interest in, among other things, all right, title and interest of the Issuer in, to and under all of the Marks, whether presently existing or hereafter arising or acquired to the Indenture Trustee, for the benefit and security of the Secured Parties; and

NOW, THEREFORE, in consideration of the premises and to induce the Issuer and the Indenture Trustee to enter into the Indenture, the Issuer hereby agrees with the Indenture Trustee as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Indenture.

(b) Other Definitional Provisions. (i) The words "hereof," "herein" and hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the obligations under the Indenture, the Issuer hereby grants, assigns and conveys to Indenture Trustee, for the benefit and security of the Secured Parties, as collateral security the entire right, title and interest in and to the Marks, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Issuer or in which the Issuer now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right listed in Schedule 1 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of the Issuer's business connected with and symbolized by

the Marks (referred to collectively as the "Marks Collateral").

3. Indenture. This Agreement has been executed and delivered by the Issuer for the purpose of recording the collateral assignment of the Indenture Trustee, for the benefit and security of the Secured Parties, in the Marks Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Indenture Trustee, for the benefit and security of the Secured Parties, under the Indenture. The Indenture (and all rights and remedies of Issuer and the Indenture Trustee thereunder) shall remain in full force and effect in accordance with its terms. Except as set forth in the Indenture and this Agreement, until the occurrence of an Event of Default and an acceleration of the obligations under the Indenture, the Indenture Trustee shall have no rights under the Marks Collateral.

4. Assignments of Marks and Goodwill. In addition to all other rights granted to the Indenture Trustee under the Indenture and this Agreement, effective only upon an Event of Default and an acceleration of the obligations under the Indenture, the Issuer hereby sells, assigns, transfers and sets over to the Indenture Trustee, for the benefit and security of the Secured Parties, for collateral purposes only, the Issuer's entire right, title and interest in and to all Marks and the goodwill of the Issuer's business connected with and symbolized by the Marks.

5. Representations and Warranties. The Issuer represents and warrants that:

- (a) the Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) each of the Marks is valid and enforceable and no claim has been made that the use of any of the Marks does or may violate the rights of any third person;
- (c) the Issuer is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances; and
- (d) the Issuer has the unqualified right to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Issuer and the Indenture Trustee hereunder shall terminate on the date upon which the obligations under the Indenture have been paid and satisfied in full without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Indenture Trustee shall, at the sole reasonable expense of the Issuer, take such actions as reasonably may be necessary to release its security interest in the Marks Collateral.

7. Acknowledgement. The Issuer does hereby further acknowledge and affirm that the rights and remedies of the Indenture Trustee with respect to the collateral assignment in the Marks Collateral granted hereby are more fully set forth in the Indenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference

herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.

8. Binding Effect; Benefits. This Agreement shall be binding upon the Issuer and its respective successors and assigns, and shall inure to the benefit of the Indenture Trustee, for the benefit and security of the Secured Parties, and its successors and assigns.

9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

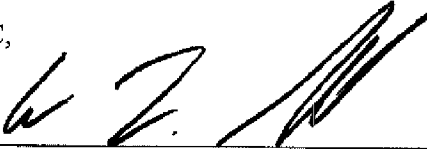
10. Limitation of Indenture Trustee. The parties hereto acknowledge that the Indenture Trustee executes this Agreement not in its individual capacity but solely in its trustee capacity as Indenture Trustee pursuant to the Indenture. The recitals of the Indenture Trustee contained herein and in the Notes, other than the certificate of authentication thereon, shall be taken as the statements of the Issuer and the Indenture Trustee assumes no responsibility for their correctness. The Indenture Trustee makes no representation as to the validity or sufficiency of this Agreement, the Indenture, the Collateral or the Notes (except that its certificate of authentication on any Note shall have the effect specified herein). The Indenture Trustee shall not be accountable for the use or application by the Issuer of the Notes or the proceeds thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Trademark Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

SESAC LLC,  
as the Issuer

By: \_\_\_\_\_

  
Name: Warren L. Schluoff  
Title: Treasurer

WILMINGTON TRUST COMPANY, solely in its capacity as the Indenture Trustee

By: \_\_\_\_\_

Name:  
Title:



COUNTY OF NEW YORK            )  
   )  
 STATE OF NEW YORK            )        SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, the 10<sup>th</sup> day of September, personally appeared Warren L. Schlumpf, known to me to be the Treasurer of SESAC LLC which executed the forgoing instrument, and duly acknowledged and swore to me that he/~~she~~ executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Prudence D'Bello  
 Notary Public  
 My commission expires:

**PRUDENCE DIBELLO**  
 Notary Public, State of New York  
 No. 31-498698  
 Qualified in New York County  
 Certificate Filed in New York County  
 Commission Expires May 31, 2011

**PRUDENCE DIBELLO**  
 Notary Public, State of New York  
 No. 31-498698  
 Qualified in Richmond County  
 Certificate Filed in New York County  
 Commission Expires May 31, 2011

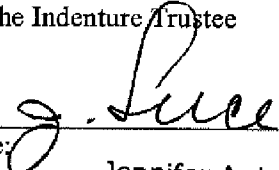
Signature Page to Trademark Collateral Assignment

IN WITNESS WHEREOF, the parties have caused this Trademark Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

SESAC LLC,  
as the Issuer

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY, solely in its  
capacity as the Indenture Trustee

By:  \_\_\_\_\_  
Name: Jennifer A. Luce  
Title: Sr. Financial Services Officer



Schedule 1

**SCHEDULE OF MARKS**

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Design Only	U.S. Federal	77219513 Jun. 29, 2007		41	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77219612 Jun. 29, 2007		35	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77219609 Jun. 29, 2007		41	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219538 Jun. 29, 2007		42	Sesac, Inc.	Pending
Design Only	U.S. Federal	77218943 Jun. 29, 2007		36	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77218939 Jun. 29, 2007		42	Sesac, Inc.	Pending
SESAC TV	U.S. Federal	77219558 Jun. 29, 2007		41	Sesac, Inc.	Pending
SESAC	U.S. Federal	77219293 Jun. 29, 2007		41	Sesac, Inc.	Pending
MR. LYRIC	U.S. Federal	77218941 Jun. 29, 2007		36	Sesac, Inc.	Pending

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Design Only	U.S. Federal	77218945 Jun. 29, 2007		36	Sesac, Inc.	Pending
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SESAC	U.S. Federal	77218925 Jun. 29, 2007		36	Sesac, Inc.	Pending
MS. MELODY	U.S. Federal	77219546 Jun. 29, 2007		42	Sesac, Inc.	Pending

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MR. LYRIC	U.S. Federal	77219515 Jun. 29, 2007		35	Sesac, Inc.	Pending
SESAC ADVANTAGE TRACKING SYSTEM	U.S. Federal	77219597 Jun. 29, 2007		36	Sesac, Inc.	Pending
Design Only	U.S. Federal	77219535 Jun. 29, 2007		42	Sesac, Inc.	Pending
SESAC FOCUS	U.S. Federal	76500831 Feb. 24, 2003	2862204 Jul. 13, 2004	16	Sesac, Inc.	Registered
SESAC LATINA	U.S. Federal	76500830 Feb. 24, 2003	2898752 Nov. 2, 2004	35 36	Sesac, Inc.	Registered
E SESAC	U.S. Federal	76500828 Feb. 24, 2003	2930093 Mar. 8, 2005	35 36	Sesac, Inc.	Registered
SESAC LATINA	U.S. Federal	76500829 Feb. 24, 2003	2888403 Sep. 28, 2004	35 36	Sesac, Inc.	Registered
E SESAC	U.S. Federal	76500827 Feb. 24, 2003	2829555 Apr. 6, 2004	35 36	Sesac, Inc.	Registered
SESAC & Design	U.S. Federal	74373575 Mar. 26, 1993	1811069 Dec. 14, 1993	35	[Sesac, LLC]	Registered