

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BEAR STEARNS CORPORATE LENDING INC., AS ADMINISTRATIVE AGENT		01/07/2009	CORPORATION:

**RECEIVING PARTY DATA**

Name:	THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT
Street Address:	600 EAST LAS COLINAS BLVD., SUITE 1300
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	BANK:

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	1507899	ADCASTER
Registration Number:	1802376	COUNTRY CURRENTS
Registration Number:	2403095	DRIVE-THRU EXPRESS
Registration Number:	1814119	ENVIRONMENTAL MUSIC BY MUZAK
Registration Number:	1844796	EXPRESSIONS
Registration Number:	1667017	FM ONE
Registration Number:	1617101	FM-1
Registration Number:	1456883	FOREGROUND MUSIC ONE
Registration Number:	1647726	HITLINE
Registration Number:	1801181	JUKEBOX GOLD
Registration Number:	1650387	MARKETING ON HOLD
Registration Number:	3152757	M
Registration Number:	0323327	MUZAK

OP \$590.00 1507899

Registration Number:	0393293	MUZAK
Registration Number:	0973643	MUZAK
Registration Number:	0599782	MUZAK
Registration Number:	2432717	MUZAK
Registration Number:	2290580	MUZAK HEART & SOUL FOUNDATION
Registration Number:	1417717	SOUND BUSINESS SOLUTIONS
Registration Number:	1418700	STIMULUS PROGRESSION
Registration Number:	1553505	YESCO
Registration Number:	2380584	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!
Registration Number:	2318795	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!

**CORRESPONDENCE DATA**

Fax Number: (212)702-3639  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.705.7147  
Email: MARCUS.MARSH@BINGHAM.COM  
Correspondent Name: E. MARCUS MARSH C/O BINGHAM MCCUTCHEN  
Address Line 1: 399 PARK AVENUE  
Address Line 4: NEW YORK, NEW YORK 10022-4689

ATTORNEY DOCKET NUMBER:	3009605/0000336681
NAME OF SUBMITTER:	E. MARCUS MARSH
Signature:	/S/ E. MARCUS MARSH
Date:	01/07/2009

**Total Attachments: 5**

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**GUARANTEE AND COLLATERAL AGREEMENT ASSIGNMENT (TRADEMARKS)**

This Guarantee and Collateral Agreement Assignment (Trademarks) (this "Trademark Collateral Assignment"), dated as of January 7, 2009, is executed by Bear Stearns Corporate Lending Inc. ("Assignor"), as transferor, (the "Transferor Secured Party") and The Bank of New York Mellon (the "Transferee Secured Party"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Security Agreement, respectively.

**RECITALS**

WHEREAS, Muzak Holdings LLC ("Holdings"), Muzak LLC (the "Borrower") the banks and other financial institutions and entities party thereto from time to time, and the Transferor Secured Party, as Administrative Agent and Collateral Agent, entered into that certain Credit Agreement, dated as of April 15, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Holdings, the Borrower and certain of its Subsidiaries (collectively with Holdings and the Borrower, the "Grantors") and the Transferor Secured Party, in its capacity as Administrative Agent and Collateral Agent on behalf and for the benefit of the Secured Parties entered into a certain Guarantee and Collateral Agreement, dated as of April 15, 2005 (the "Security Agreement");

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of January 7, 2009 (the "Successor Agent Agreement"), the Transferor Secured Party resigned as Administrative Agent and Collateral Agent, the Transferee Secured Party was appointed by the requisite Lenders as successor Administrative Agent and Collateral Agent and the Transferee Secured Party assumed the rights, powers and privileges of the Administrative Agent and Collateral Agent under the Credit Agreement, Security Agreement and other Loan Documents;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in certain Collateral including certain trademarks, trademark registrations and applications and trademark licenses; and

WHEREAS, the Transferor Secured Party desires to assign, and the Transferee Secured Party desires to assume, the rights, powers, privileges and obligations of the Administrative Agent and Collateral Agent under the Security Agreement.

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. As of the date hereof, the Transferor Secured Party hereby assigns, and the Transferee Secured Party hereby assumes, the rights, powers, privileges and obligations of the Administrative Agent and Collateral Agent under the Security Agreement.

2. The security interest granted by the Grantors pursuant to the Security Agreement includes a lien on and security interest in, the Trademarks and Trademark Licenses, owned as of April 15, 2005, or at any time thereafter acquired by Grantors or in which Grantors have as of April 15, 2005, or at any time thereafter, acquired any right, title or interest.

3. The Transferee Secured Party may record this Trademark Collateral Assignment with the United States Patent and Trademark Office and trademark offices of any countries and/or jurisdictions in which the Trademarks are registered or applied for, at the sole expense of the Borrower.

4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

5. This Trademark Collateral Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Collateral Assignment  
as of this 7th day of January 2009.

ASSIGNOR:

BEAR STEARNS CORPORATE LENDING INC.,  
as Transferor Secured Party

By: JPMORGAN CHASE BANK, N.A.  
As authorized signatory

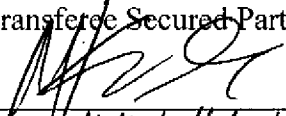
By:   
Name: TONY YUNG  
Title: VICE PRESIDENT

[Signature Page to Trademark Collateral Assignment]

TRADEMARK  
REEL: 003914 FRAME: 0909

ASSIGNEE:

THE BANK OF NEW YORK MELLON,  
as Transferee Secured Party

By:   
Name: Melinda Valentine  
Title: Vice President

**SCHEDULE A**

U.S. TRADEMARK REGISTRATIONS:

<b>MARK</b>	<b>REGISTRATION NUMBER</b>
ADCASTER	1,507,899
COUNTRY CURRENTS	1,802,376
DRIVE-THRU EXPRESS	2,403,095
ENVIRONMENTAL MUSIC BY MUZAK	1,814,119
EXPRESSIONS	1,844,796
FM ONE	1,667,017
FM-1	1,617,101
FOREGROUND MUSIC ONE	1,456,883
HITLINE	1,647,726
JUKEBOX GOLD	1,801,181
MARKETING ON HOLD	1,650,387
M and Design	3,152,757
MUZAK	323,327
MUZAK	393,293
MUZAK	973,643
MUZAK (stylized)	599,782
MUZAK and M Logo Design	2,432,717
MUZAK HEART & SOUL FOUNDATION	2,290,580
SOUND BUSINESS SOLUTIONS	1,417,717
STIMULUS PROGRESSION	1,418,700
YESCO	1,553,505
YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	2,380,584
YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	2,318,795