

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 |
|-----------------------|----------|----------------|--------------|
| ROUNDER RECORDS CORP. | | 03/31/2009 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | DANVERSBANK |
| Street Address: | One Conant Street |
| City: | Danvers |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01923 |
| Entity Type: | Massachusetts-based bank: MASSACHUSETTS |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 3369418 | ROUNDER |
| Registration Number: | 3321144 | GIRL AUTHORITY |
| Registration Number: | 3309466 | GIRL AUTHORITY |
| Registration Number: | 3183784 | GIRL AUTHORITY |
| Registration Number: | 3304357 | GIRL AUTHORITY |
| Registration Number: | 3132640 | ROUNDER |
| Registration Number: | 2898020 | O SISTER |
| Registration Number: | 2435173 | BULLSEYE BLUES & JAZZ |
| Registration Number: | 2446218 | BULLSEYE BLUES & JAZZ |
| Registration Number: | 2481448 | PHILO |
| Registration Number: | 2472837 | PHILO |
| Registration Number: | 2384566 | ZOE |
| Registration Number: | 2277435 | ROUNDER |
| Registration Number: | 2040300 | ROUNDER |

CH \$390.00 3369418

Registration Number:

2070958

FLYING FISH

CORRESPONDENCE DATA

Fax Number: (617)350-6878

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617.350.6800

Email: trademarks@gesmer.com

Correspondent Name: Susan M. Mulholland/Gesmer Updegrove LLP

Address Line 1: 40 Broad Street

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Susan M. Mulholland

Signature:

/sm mulholland/

Date:

03/31/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2009 (the "Effective Date") by and between DANVERSBANK ("Bank"), ROUNDER RECORDS CORP., HAPPY VALLEY MUSIC LTD. and POLI-RHYTHM LTD. (each of ROUNDER RECORDS CORP., HAPPY VALLEY MUSIC LTD. and POLI-RHYTHM LTD. shall hereinafter be collectively referred to as, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein and not defined are used as defined in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Domain Names (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Notwithstanding the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All domain names now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Domain Names");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Domain Names and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Domain Names; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Upon satisfaction of all Obligations (as defined in the Loan Agreement), Bank shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release each Bank's security interest in the Intellectual Property Collateral and all rights shall revert to Grantor.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ROUNDER RECORDS CORP.

One Rounder Way
Burlington, MA 01803

By: John Virant
Name: John Virant
Title: President

Attn: John Virant

Address of Grantor:

HAPPY VALLEY MUSIC, LTD.

One Rounder Way
Burlington, MA 01803

By: Marian Leighton Levy
Name: Marian Leighton Levy
Title: President

Attn: Marian Leighton Levy

Address of Grantor:

POLI-RHYTHM, LTD.

One Rounder Way
Burlington, MA 01803

By: Marian Leighton Levy
Name: Marian Leighton Levy
Title: President

Attn: Marian Leighton
Levy _____

BANK:

Address of Bank:

DANVERSBANK

One Conant Street
Danvers, Massachusetts 01923

By: _____
Name: _____
Title: _____

Attn: Arthur M. Santos, Senior Vice
President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

One Rounder Way
Burlington, MA 01803

Attn: John Virant

Address of Grantor:

One Rounder Way
Burlington, MA 01803

Attn: Marian Leighton Levy

Address of Grantor:

One Rounder Way
Burlington, MA 01803

Attn: Marian Leighton
Levy _____


Address of Bank:

One Conant Street
Danvers, Massachusetts 01923

Attn: Arthur M. Santos, Senior Vice
President

GRANTOR:


ROUNDER RECORDS CORP.

By: 
Name: John Virant
Title: President

HAPPY VALLEY MUSIC, LTD.


By: 
Name: Marian Leighton Levy
Title: President

POLI-RHYTHM, LTD.

By: 
Name: Marian Leighton Levy
Title: President

BANK:

DANVERSBANK

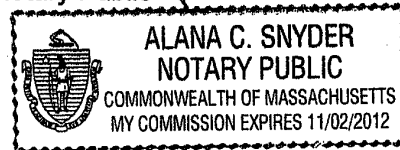
By: 
Name: Arthur M. Santos
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On the 31st day of March, 2009, before me personally came John Virant to me known, who, being by me duly sworn, did depose and say he/she is the President of ROUNDER RECORDS CORP., the corporation described in and which executed the above instrument; that he/she has been authorized to execute said instrument on behalf of said corporation; and that he/she signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]

Alana C. Snyder
Notary Public

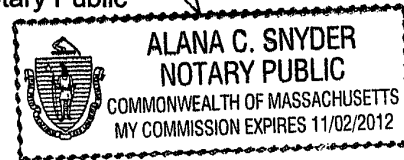


COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On the 31st day of March, 2009, before me personally came Marian Leighton Levy to me known, who, being by me duly sworn, did depose and say he/she is the President of HAPPY VALLEY MUSIC, LTD., the corporation described in and which executed the above instrument; that he/she has been authorized to execute said instrument on behalf of said corporation; and that he/she signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]

Alana C. Snyder
Notary Public



COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On the 31st day of March, 2009, before me personally came Marian Leighton Levy to me known, who, being by me duly sworn, did depose and say he/she is the President of POLI-RHYTHM, LTD., the corporation described in and which executed the above instrument; that he/she has been authorized to execute said instrument on behalf of said corporation; and that he/she signed said instrument on behalf of said corporation pursuant to said authority.

[Notarial Seal]

Alana C. Snyder
Notary Public

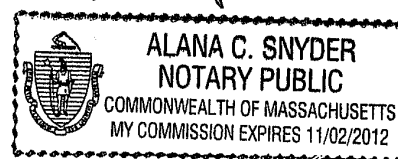


EXHIBIT C

Registered Trademarks

ROUNDER RECORDS CORP.:

| <u>Description</u> | <u>Registration/ Application Number</u> |
|--------------------------------|---|
| ROUNDER | 3,369,418 |
| GIRL AUTHORITY | 3,321,144 |
| GIRL AUTHORITY | 3,309,466 |
| GIRL AUTHORITY | 3,183,784 |
| GIRL AUTHORITY & DESIGN | 3,304,357 |
| ROUNDER & DESIGN | 3,132,640 |
| O SISTER | 2,898,020 |
| BULLSEYE BLUES & JAZZ & DESIGN | 2,435,173 |
| BULLSEYE BLUES & JAZZ | 2,446,218 |
| PHILO & DESIGN | 2,481,448 |
| PHILO | 2,472,837 |
| ZOE (STYLIZED) | 2,384,566 |
| ROUNDER & DESIGN | 2,277,435 |
| ROUNDER | 2,040,300 |
| FLYING FISH & DESIGN | 2,070,958 |
| O SISTER | CTM Application No. 2898062 |
| ROUNDER | CTM Application No. 162396 |

[See attached separate lists of Borrowers' unregistered Trademarks]