

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Source Interlink Distribution, LLC		09/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Alliance Entertainment, LLC
<b>Street Address:</b>	4250 Coral Ridge Drive
<b>City:</b>	Coral Springs
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33065
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2908265	AEC SUPPLY CHAIN MANAGEMENT
Registration Number:	2401942	AM2PED
Registration Number:	2454741	AM2PED
Registration Number:	2397766	AMIGO! AEC MUSIC INDEX
Registration Number:	2404000	CDF CONSUMER DIRECT FULFILLMENT
Registration Number:	3434119	N CIRCLE ENTERTAINMENT
Registration Number:	2545587	THE STORE 24
Registration Number:	2578258	WEB AMI INTERACTIVE AEC MUSIC INDEX
Registration Number:	2864025	ONE WAY RECORDS
Registration Number:	2393497	IDN INNOVATIVE DISTRIBUTION NETWORK
Registration Number:	2620526	SCHWANN ONLINE
Registration Number:	2461111	AEC ONE STOP GROUP
Serial Number:	77861564	THEY'LL NEVER KNOW THEY'RE LEARNING

CH \$340.00 2908265

CORRESPONDENCE DATA

Fax Number: (949)475-4754  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 949-451-3800  
Email: skann@gibsondunn.com  
Correspondent Name: Stephanie S. Kann, Senior Paralegal  
Address Line 1: 3161 Michelson Drive  
Address Line 2: Gibson, Dunn & Crutcher LLP  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	73702-00003
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	09/02/2010

**Total Attachments: 3**

source=Source Interlink Distribution LLC to Alliance Entertainment LLCtrademarkassignment \_execution copy#page1.tif  
source=Source Interlink Distribution LLC to Alliance Entertainment LLCtrademarkassignment \_execution copy#page2.tif  
source=Source Interlink Distribution LLC to Alliance Entertainment LLCtrademarkassignment \_execution copy#page3.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“Assignment”) is made and entered into as of September 1, 2010 (“Effective Date”), by and between Source Interlink Distribution, LLC, a Delaware limited liability company, with its principal office at 27500 Riverview Center Blvd., Suite 400, Bonita Springs, Florida 34134 (“Assignor”) and Alliance Entertainment, LLC, a Delaware limited liability company, with its principal office at 4250 Coral Ridge Drive, Coral Springs, Florida 33065 (“Assignee”). Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement (defined below).

**WHEREAS**, Assignor is the owner of the United States and foreign trademark registrations and pending applications set forth on Schedule A attached hereto (the “Marks”);

**WHEREAS**, Assignor and Assignee are parties to that certain Amended and Restated Contribution and Assumption Agreement, dated as of August 9, 2010 (the “Agreement”), pursuant to which Assignor contributed or agreed to contribute to Assignee all of Assignor’s right, title and interest in, to and under the Contributed Assets; and

**WHEREAS**, pursuant to the Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, Assignor’s entire right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

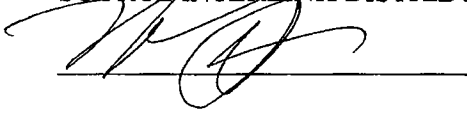
Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entity or agency in any applicable foreign country to record Assignee as the assignee and owner of the Marks. Assignor shall, at Assignee’s expense, take all further lawful actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee’s reasonable request to more fully and effectively effectuate the purposes of this Assignment. Nothing in this Assignment shall alter any liability or obligation of Assignor or Assignee under the Agreement or that certain Purchase and Sale Agreement, dated as of August 9, 2010, as amended, by and among Assignor, Assignee and the other parties thereto.

\* \* \* \* \*

**EXECUTION COPY**

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

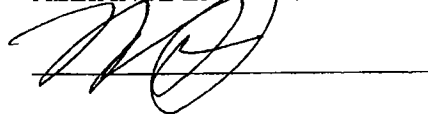
SOURCE INTERLINK DISTRIBUTION, LLC



Name: Marc Fierman

Its: Chief Financial Officer of its Sole Member

ALLIANCE ENTERTAINMENT, LLC



Name: Marc Fierman

Its: Chief Financial Officer of its Sole Member

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
AEC SUPPLY CHAIN MANAGEMENT	2908265	12/07/2004
AM2PED AND DESIGN	2401942	11/07/2000
AM2PED AND DESIGN	2454741	05/29/2001
AMIGO! AEC MUSIC INDEX AND DESIGN	2397766	10/24/2000
CDF CONSUMER DIRECT FULFILLMENT AND DESIGN	2404000	11/14/2000
N CIRCLE ENTERTAINMENT AND DESIGN	3434119	05/27/2008
THE STORE 24 AND DESIGN	2545587	03/12/2002
WEB AMI INTERACTIVE AEC MUSIC INDEX	2578258	06/11/2002
ONE WAY RECORDS	2864025	07/20/2004
IDN INNOVATIVE DISTRIBUTION NETWORK (Stylized)	2393497	10/10/2000
SCHWANN ONLINE	2620526	09/17/2002
AEC ONE STOP GROUP	2461111	06/19/2001

**U.S. TRADEMARK APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>
THEY'LL NEVER KNOW THEY'RE LEARNING	77/861564	10/30/2009

**FOREIGN TRADEMARK REGISTRATIONS**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
Brazil	AEC ONE STOP GROUP	823045471	02/13/2007
Brazil	AEC ONE STOP GROUP	823045536	11/28/2006
Brazil	AMIGO! AEC MUSIC INDEX and design	823045463	11/28/2006
European Community	SQUARECURVE	1686062	11/20/2001
United Kingdom	SQUARECURVE	2233472	04/06/2001

**FOREIGN TRADEMARK APPLICATIONS**

None.