

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
Harmonix Music Systems, Inc.		01/04/2011	CORPORATION: DELAWARE
Harmonix Promotions & Events Inc.		01/04/2011	CORPORATION: DELAWARE
Harmonix Marketing Inc.		01/04/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Colbeck Partners II, LLC, as Administrative Agent
Street Address:	888 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10106
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3651705	ROCK BAND
Registration Number:	3838235	ROCK BAND
Registration Number:	3501877	ROCK BAND
Registration Number:	3606846	ROCKBAND
Registration Number:	3532076	ROCKBAND
Registration Number:	3578587	ROCKBAND
Registration Number:	3772115	ROCKBAND
Registration Number:	3585347	ROCK BAND
Registration Number:	3528540	START A BAND. ROCK THE WORLD
Registration Number:	3662032	YOUR MUSIC IS THE GAME
Registration Number:	2183382	AXE
Registration Number:	2246139	HARMONIX

CH \$1015.00 3651705

Registration Number:	2219663	THE AXE
Registration Number:	2288694	THE MUSIC IS IN YOUR HEAD. LET IT OUT.
Serial Number:	85060893	DANCE CENTRAL
Serial Number:	85060884	DANCE CENTRAL
Serial Number:	85060889	DANCE CENTRAL
Serial Number:	85060882	DANCE CENTRAL
Serial Number:	85060907	DANCE CENTRAL
Serial Number:	85060901	DANCE CENTRAL
Serial Number:	85060895	DANCE CENTRAL
Serial Number:	85060904	DANCE CENTRAL
Serial Number:	85107952	HARMONIX
Serial Number:	78765039	PHASE
Serial Number:	77142196	ROCK BAND
Serial Number:	77281365	ROCKBAND
Serial Number:	78864785	BATTLE OF THE BANDS
Serial Number:	77173105	BEAT BOY
Serial Number:	77173108	BEAT BOY
Serial Number:	78133763	BEAT BOY
Serial Number:	78864792	DRUM HERO
Serial Number:	78864732	GODS OF ROCK
Serial Number:	77142198	ROCK BAND
Serial Number:	78884593	ROCK GODS
Serial Number:	78864788	ROCK HERO
Serial Number:	78864737	ROCK STAR
Serial Number:	77195736	THE AXE
Serial Number:	75935658	FREQ
Serial Number:	78765539	PLAY YOUR MUSIC
Serial Number:	75182414	THE MUSIC IS IN YOUR HEAD. LET IT OUT.

CORRESPONDENCE DATA

Fax Number: (212)872-1002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: kbernath@akingump.com
Correspondent Name: Kinga Bernath, Paralegal
Address Line 1: c/o Akin Gump Strauss Hauer & Feld LLP
Address Line 2: One Bryant Park
Address Line 4: New York, NEW YORK 10036

TRADEMARK

REEL: 004452 FRAME: 0937

ATTORNEY DOCKET NUMBER:	400013.0008 COLBECK/HARMX
NAME OF SUBMITTER:	Meng Ru
Signature:	/s/ Meng Ru
Date:	01/13/2011
Total Attachments: 7 source=Trademark Security Agreement with Schedule (Executed)#page1.tif source=Trademark Security Agreement with Schedule (Executed)#page2.tif source=Trademark Security Agreement with Schedule (Executed)#page3.tif source=Trademark Security Agreement with Schedule (Executed)#page4.tif source=Trademark Security Agreement with Schedule (Executed)#page5.tif source=Trademark Security Agreement with Schedule (Executed)#page6.tif source=Trademark Security Agreement with Schedule (Executed)#page7.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of January 4, 2011, by HARMONIX MUSIC SYSTEMS, INC., HARMONIX PROMOTIONS & EVENTS INC. and HARMONIX MARKETING INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of COLBECK PARTNERS II, LLC, in its capacity as the administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing, including rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same.

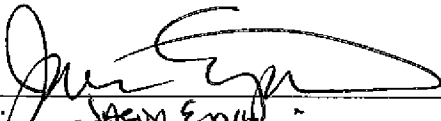
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

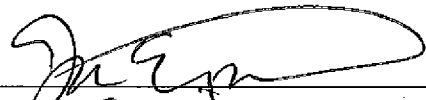
SECTION 5. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

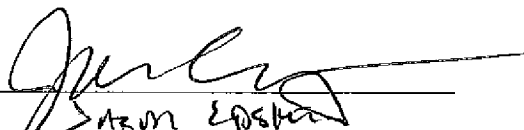
HARMONIX MUSIC SYSTEMS, INC.,

By: 
Name: Jason Epstein
Title: Chairman

HARMONIX PROMOTIONS & EVENTS
INC.

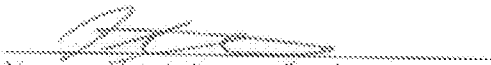
By: 
Name: Jason Epstein
Title: Chairman

HARMONIX MARKETING INC.

By: 
Name: Jason Epstein
Title: Chairman

Accepted and Agreed:

COLBECK PARTNERS II, LLC,
as Administrative Agent

By: 
Name: Jason Colbeck
Title: Managing Partner

Signature Page to Trademark Security Agreement

SCHEDULE I

Registered Trademarks

Registered Trademark	Application Number	Registration Number	Country	Filing Date	Registration Date	Int'l Class
ROCK BAND	77142771	3651705	US	3/28/2007	7/7/2009	15
ROCK BAND	77142190	3838235	US	3/28/2007	8/24/2010	16
ROCK BAND	78864725	3501877	US	4/19/2006	9/16/2008	9
ROCK BAND (stylized and/or with design)	77281378	3606846	US	9/17/2007	4/14/2009	28
ROCK BAND (stylized and/or with design)	77281360	3532076	US	9/17/2007	11/11/2008	15
ROCK BAND (stylized and/or with design)	77281355	3578587	US	9/17/2007	2/24/2009	9
ROCK BAND (stylized and/or with design)	77281364	3772115	US	9/17/2007	4/6/2010	16
ROCK BAND (stylized and/or with design)	77281379	3585347	US	9/17/2007	3/10/2009	41
START A BAND, ROCK THE WORLD	77230130	3528540	US	7/16/2007	11/4/2008	9
YOUR MUSIC IS THE GAME	78767027	3662032	US	12/5/2005	7/28/2009	9
AXE	75182415	2183382	US	10/16/1996	8/25/1998	9
HARMONIX	75473404	2246139	US	4/23/1998	5/18/1999	9
THE AXE	75291707	2219663	US	5/14/1997	1/19/1999	9
THE MUSIC IS IN YOUR HEAD LET IT OUT	75473199	2288694	US	4/23/1998	10/26/1999	9

Trademark Applications

Trademark Application	Application No.	Country	Int'l Class	Filing Date
DANCE CENTRAL	85060893	US	41	6/11/2010
DANCE CENTRAL	85060884	US	16	6/11/2010
DANCE CENTRAL	85060889	US	25	6/11/2010
DANCE CENTRAL	85060882	US	9	6/11/2010
DANCE CENTRAL (stylized and/or with design)	85060907	US	41	6/11/2010
DANCE CENTRAL (stylized and/or with design)	85060901	US	16	6/11/2010
DANCE CENTRAL (stylized and/or with design)	85060895	US	9	6/11/2010

Trademark Application	Application No.	Country	Int'l Class	Filing Date
DANCE CENTRAL (stylized and/or with design)	85060904	US	25	6/11/2010
HARMONIX	85107952	US	9	8/19/2010
PHASE	78765039	US	9	12/1/2005
ROCK BAND	77142196	US	25	3/28/2007
ROCK BAND (stylized and/or with design)	77281365	US	25	9/17/2007
BATTLE OF THE BANDS	78864785	US	9	8/3/2005
BEAT BOY	77173105	US	9	5/4/2007
BEAT BOY	77173108	US	28	5/4/2007
BEATBOY	78133763	US	9	6/6/2002
DRUM HERO	78864792	US	9	4/19/2006
GODS OF ROCK	78864732	US	9	4/19/2006
ROCK BAND	77142198	US	28	3/28/2007
ROCK GODS	78884593	US	9	5/16/2006
ROCK HERO	78864788	US	9	4/19/2006
ROCK STAR	78864737	US	9	4/19/2006
THE AXE	77195736	US	9	6/1/2007
FREQ	75935658	US	9	3/3/2000
PLAY YOUR MUSIC	78765539	US	9	12/2/2005
THE MUSIC IS IN YOUR HEAD LET IT OUT	75182414	US	9	10/16/1996

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