

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONCORD MUSIC GROUP LLC		06/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
CONCORD MUSIC GROUP, INC.		06/28/2012	CORPORATION: DELAWARE
SPECIALTY RECORDS, INC.		06/28/2012	CORPORATION: CALIFORNIA
STARCON, LLC		06/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
NEW ROUNDER LLC		06/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. (as Administrative Agent and Issuing Bank)
Street Address:	2029 Century Park East, 38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: United States: UNITED STATES

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Serial Number:	76310224	
Serial Number:	74577277	
Serial Number:	74279380	
Serial Number:	72431658	
Serial Number:	73751394	BLUESVILLE
Serial Number:	78608917	BREATHE
Serial Number:	76310223	CONCORD
Serial Number:	77346258	CONCORD MUSIC GROUP

Serial Number:	73609639	CONTEMPORARY
Serial Number:	73613361	CROSSOVER
Serial Number:	74577280	ENTERPRISE
Serial Number:	76631086	F FEINERY
Serial Number:	72431479	FANTASY
Serial Number:	74577680	FANTASY
Serial Number:	76631087	FEINERY
Serial Number:	74375415	GOOD TIME JAZZ
Serial Number:	76643074	HEADS UP
Serial Number:	74278614	J.A.T.P.
Serial Number:	74100255	JAZZ
Serial Number:	76620355	JAZZ MOODS
Serial Number:	77715872	JAZZLAND
Serial Number:	75021368	KICKING MULE
Serial Number:	73381009	MILESTONE
Serial Number:	76465211	M MILESTONE
Serial Number:	76563215	MILESTONE
Serial Number:	76464251	NEON TONIC
Serial Number:	76464250	NEON TONIC
Serial Number:	74094763	ORIGINAL BLUES CLASSICS
Serial Number:	74235154	ORIGINAL JAZZ CLASSICS
Serial Number:	75458574	P
Serial Number:	76639949	PABLO
Serial Number:	73037430	PABLO
Serial Number:	73046211	PABLO
Serial Number:	76639948	PABLO
Serial Number:	73457694	PICANTE
Serial Number:	73295519	PRESTIGE
Serial Number:	76639947	PRESTIGE
Serial Number:	72209109	PRESTIGE
Serial Number:	76639946	PRESTIGE
Serial Number:	74601862	RESPECT
Serial Number:	73609638	RIVERSIDE
Serial Number:	77924176	SIX PACK
Serial Number:	74367764	SPECIALTY

	72309085	STAX
Serial Number:	75421569	STAX
Serial Number:	74044301	STAX
Serial Number:	72419377	STAX RECORDS
Serial Number:	76639945	TAKOMA
Serial Number:	73018658	TAKOMA
Serial Number:	73813219	TELARC
Serial Number:	73813287	TELARC DIGITAL
Serial Number:	74636870	THAT'S WHAT SHE SAID
Serial Number:	75021367	TRU SOUND
Serial Number:	74723731	TRUTH
Serial Number:	72309084	VOLT
Serial Number:	74457505	VOLT
Serial Number:	76593659	WATTSTAX
Serial Number:	74601909	WE PRODUCE

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/28/2012

Total Attachments: 15

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TRADEMARK

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

June 28, 2012

WHEREAS, CONCORD MUSIC GROUP LLC, a Delaware limited liability company (the "Borrower"), CONCORD MUSIC GROUP, INC., a Delaware corporation ("CMG"), SPECIALTY RECORDS, INC., a California corporation ("SRI"), STARCON, LLC, a Delaware limited liability company ("StarCon"), NEW ROUNDER LLC, a Delaware limited liability company ("Rounder" and together with CMG, SRI and StarCon, the "Guarantors"; and together with the Borrower, the "Credit Parties" and which are herein referred to each as a "Grantor" and collectively as the "Grantors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, to the extent of the applicable Grantor's rights, title and interest therein but in all cases excluding Excluded Assets, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, each of the Grantors is a party to that certain Amended and Restated Credit, Security, Pledge and Guaranty Agreement, dated as of May 15, 2008 (the "Existing Credit Agreement"), among the Grantors, the lenders referred to therein and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent and as issuing bank;

WHEREAS, in connection with the Existing Credit Agreement each of the Grantors is a party to that certain Amended and Restated Trademark Security Agreement, dated as of May 15, 2008 (the "Existing Trademark Security Agreement"), pursuant to which each of the Grantors granted to the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders), as security for the Obligations (as defined in the Existing Credit Agreement) or for its obligations under and in connection with its guaranty of such Obligations, as the case may be, pursuant to the Existing Credit Agreement, a continuing first-priority lien on and security interest in and to the Collateral subject to Permitted Encumbrances (as such terms are defined therein);

WHEREAS, concurrently herewith, each of the Grantors is entering into that certain Second Amended and Restated Credit, Security, Pledge and Guaranty Agreement, dated as of June 28, 2012 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement), among the Borrower, the Guarantors, the lenders referred to therein (the "Lenders") and JPMorgan Chase

Bank, N.A., a national banking association, as administrative agent (in such capacity, the “Administrative Agent”), and as issuing bank (in such capacity, the “Issuing Bank”), pursuant to which the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, letters of credit for the account of the Borrower;

WHEREAS, in connection with the execution of the Credit Agreement, the parties hereto are amending and restating the Existing Trademark Security Agreement by executing and delivering this Second Amended and Restated Trademark Security Agreement (as so amended and restated, the “Trademark Security Agreement”); and

WHEREAS, pursuant to the terms of the Credit Agreement, the Credit Parties have granted a first priority security interest to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, in and to all personal property of the Credit Parties whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether or not in possession of the Credit Parties, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, but in all cases excluding Excluded Assets, to secure (x) in the case of the Borrower, the due and punctual payment of the Obligations, and (y) in the case of the Guarantors, their guaranty of the Obligations, in each case subject only to the Permitted Encumbrances.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

(i) each Credit Party does hereby grant a first priority security interest to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, in and to all such Credit Party’s right, title and interest in, to and under the Trademark Collateral (as defined below), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Credit Party, but in all cases excluding Excluded Assets, to secure (x) in the case of the Borrower, the due and punctual payment of the Obligations, and (y) in the case of the Guarantors, their guaranty of the Obligations, subject only to Permitted Encumbrances.

For purposes hereof, the term “Trademark Collateral” shall include all of the items and/or types of property listed in (i) through (iii) below:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule 2 annexed hereto, to the extent such Trademark license

does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Grantors agree to deliver updated copies of Schedule 1 and Schedule 2 to the Administrative Agent within forty-five (45) days after the end of any quarter in which the Grantors register or otherwise adopt or acquire any Trademark not listed on Schedule 1 hereto or enter into any Trademark license not listed on Schedule 2 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each of the Grantors agrees that if such Grantor knows or has reason to know that (i) any Person has performed any act (which, for purposes hereof, may include an assertion of rights), which such Grantor reasonably believes constitutes a material infringement of any Trademark necessary to the normal conduct of such Grantor's business, or materially violates or infringes any right therein of the Grantors or (ii) any Person has performed any act which such Grantor reasonably believes constitutes an unauthorized or unlawful use of any Trademark necessary to the normal conduct of such Grantor's business, then and in any such event, such Grantor shall promptly notify the Administrative Agent and shall take such actions as it deems appropriate under the circumstances and consistent with good business judgment to protect such Trademark Collateral; provided, however, that if an Event of Default shall have occurred and be continuing, the Administrative Agent shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to protect the Trademark Collateral, in its own name, in the name of such Grantor, or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each Grantor and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent

(for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments to make Loans under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors, as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which any Grantor is a party, such Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered

only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of June 25, 2012 and effective as of the date first set forth above.

GRANTORS:

CONCORD MUSIC GROUP LLC

By: Village Roadshow Entertainment Group
USA Inc., its Sole Member

By: S. Bracey
Name: Susan Bracey
Title: Authorized Signatory

CONCORD MUSIC GROUP, INC.

By: S. Bracey
Name: Susan Bracey
Title: Authorized Signatory

SPECIALTY RECORDS, INC.

By: S. Bracey
Name: Susan Bracey
Title: Authorized Signatory

STARCON, LLC

By: Concord Music Group, Inc., its Sole
Member

By: S. Bracey
Name: Susan Bracey
Title: Authorized Signatory

NEW ROUNDER LLC

By: Concord Music Group, Inc., its Sole
Member

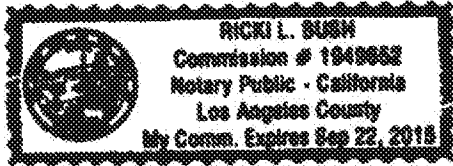
By: S. Bracey
Name: Susan Bracey
Title: Authorized Signatory

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On June 25, 2012, before me, Ricki L. Bush, a Notary Public, personally appeared SUSAN BRACEY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Ricki L Bush
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document:

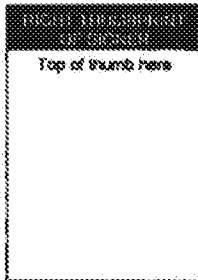
Title or Type of Document: Second Amended and Restated Trademark Security Agreement

Document Date: _____ Number of Pages: _____

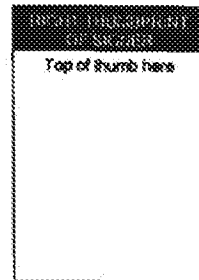
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s): _____

Signer's Name: _____
Individual _____
Corporate Officer(s) -- Title(s): _____
Partner -- Limited General
Attorney-in-fact
Trustee
Guardian or Conservator
Other: _____



Signer's Name: _____
Individual _____
Corporate Officer(s) -- Title(s): _____
Partner -- Limited General
Attorney-in-fact
Trustee
Guardian or Conservator
Other: _____

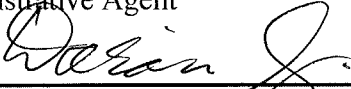


Signer is Representing: _____

Signer is Representing: _____

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Darlan A. Singer
Title: Associate

[Signature Page to Second Amended and Restated Trademark Security Agreement]

TRADEMARK
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**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**


STATE OF CALIFORNIA

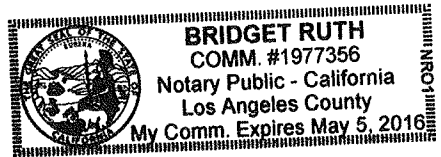
COUNTY OF Los Angeles

On June 12, 2012 before me, Bridget Ruth, Notary Public, personally appeared Darrian A. Singer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  [SEAL]



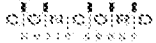


Schedule 1
to Trademark Security Agreement

TRADEMARKS

U.S. Trademarks:

Owner: Concord Music Group, Inc.

CONCORD MUSIC GROUP, INC. Mark	International Classes)	Application No. Filing Date	Registration No. Registration Date
	9	76310224 10-SEP-2001	2671523 07-JAN-2003
	9	74577277 23-SEP-1994	1916304 05-SEP-1995
	9	74279380 29-MAY-1992	1748291 26-JAN-1993
	9	72431658 03-AUG-1972	0996463 22-OCT-1974
BLUESVILLE	9	73751394 12-SEP-1988	1537289 02-MAY-1989
BREATHE	9	78608917 14-APR-2005	3276790 07-AUG-2007
CONCORD	9	76310223 10-SEP-2001	2639102 22-OCT-2002
	9	77346258 06-DEC-2007	3740510 19-JAN-2010
CONTEMPORARY	9	73609639 15-JUL-1986	1466205 24-NOV-1987
CROSSOVER	9	73613361 06-AUG-1986	1430992 03-MAR-1987
ENTERPRISE	9	74577280 23-SEP-1994	1916305 05-SEP-1995

CONCORD MUSIC GROUP, INC. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	76631086 11-FEB-2005	3052905 31-JAN-2006
FANTASY	9	72431479 02-AUG-1972	0998245 12-NOV-1974
	9	74577680 23-SEP-1994	1919476 19-SEP-1995
FEINERY	9	76631087 11-FEB-2005	3052906 31-JAN-2006
GOOD TIME JAZZ	9	74375415 05-APR-1993	1819747 08-FEB-1994
HEADS UP	9	76643074 18-JUL-2005	3115850 18-JUL-2006
J.A.T.P.	9	74278614 26-MAY-1992	1746951 19-JAN-1993
	9	74100255 26-SEP-1990	1694087 16-JUN-1992
JAZZ MOODS	9	76620355 12-NOV-2004	3026179 13-DEC-2005
JAZZLAND	9	77715872 16-APR-2009	3708348 10-NOV-2009
KICKING MULE	9	75021368 17-NOV-1995	2003261 24-SEP-1996
	9	73381009 20-AUG-1982	1254431 18-OCT-1983
	9	76465211 07-NOV-2002	2758673 02-SEP-2003
MILESTONE	9	76563215 20-NOV-2003	2996468 20-SEP-2005
NEON TONIC	9	76464251 04-NOV-2002	2766625 23-SEP-2003
	9	76464250 04-NOV-2002	2761483 09-SEP-2003
	9	74094763 04-SEP-1990	1717594 22-SEP-1992

CONCORD MUSIC GROUP, INC. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	74235154 06-JAN-1992	1745613 12-JAN-1993
	41	75458574 27-MAR-1998	2246045 18-MAY-1999
PABLO	9	76639949 02-JUN-2005	3089328 09-MAY-2006
PABLO	9	73037430 18-NOV-1974	1021946 07-OCT-1975
	9	73046211 10-MAR-1975	1033716 17-FEB-1976
	9	76639948 02-JUN-2005	3089327 09-MAY-2006
PICANTE ¹	9	73457694 19-DEC-1983	1312147 01-JAN-1985
PRESTIGE	9	73295519 03-FEB-1981	1201855 20-JUL-1982
PRESTIGE	9	76639947 02-JUN-2005	3089326 09-MAY-2006
	9	72209109 30-DEC-1964	0798407 02-NOV-1965
	9	76639946 02-JUN-2005	3089325 09-MAY-2006
RESPECT	9	74601862 22-NOV-1994	1933149 07-NOV-1995
RIVERSIDE	9	73609638 15-JUL-1986	1430081 24-FEB-1987
SIX PACK	9	77924176 29-JAN-2010	3930519 15-MAR-2011
	9	74367764 15-MAR-1993	1813531 28-DEC-1993

¹ Currently held in name of Concord Jazz, Inc. [break in chain-in-title from Concord Records, Inc. which subsequently changed its name to Concord Music Group, Inc.]

CONCORD MUSIC GROUP, INC. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
STAX	9	72309085 07-OCT-1968	0868198 15-APR-1969
STAX	41	75421569 22-JAN-1998	2908873 07-DEC-2004
	9	74044301 30-MAR-1990	1662239 29-OCT-1991
	9	72419377 24-MAR-1972	0971347 23-OCT-1973
TAKOMA	9	76639945 02-JUN-2005	3089324 09-MAY-2006
TAKOMA ²	9	73018658 12-APR-1974	1022529 14-OCT-1975
TELARC	9	73813219 18-JUL-1989	1583495 20-FEB-1990
	9	73813287 18-JUL-1989	1584463 27-FEB-1990
	16	74636870 15-FEB-1995	1954782 06-FEB-1996
TRU SOUND	9	75021367 17-NOV-1995	2000125 10-SEP-1996
TRUTH	9	74723731 01-SEP-1995	2035090 04-FEB-1997
VOLT	9	72309084 07-OCT-1968	0868197 15-APR-1969
	9	74457505 12-NOV-1993	1881940 07-MAR-1995
WATTSTAX	9	76593659 20-MAY-2004	3047646 24-JAN-2006

² Break in chain-in-title from Takoma Records Corporation to SPJ Music, Inc. with subsequent transfers to Fantasy Inc. and Concord Music Group, Inc.

CONCORD MUSIC GROUP, INC. Mark	International Classes)	Application No. Filing Date	Registration No. Registration Date
WE PRODUCE	9	74601909 22-NOV-1994	1933150 07-NOV-1995

Schedule 2
to Trademark Security Agreement

TRADEMARK LICENSES

- 1) Trademark Licensing Agreement dated May 1, 2006 among Peak Records, Inc., as licensor, and Concord Music Group, Inc. and Peacon LLC, as licensees, with respect to the intellectual property rights in and to the name, logos, trademarks and service marks of and pertaining to "Peak Records."
- 2) License dated September 19, 2001 to XM Satellite Radio Inc. (DC) with respect to the BLUESVILLE Trademark granting a non-exclusive license for providing audio programs featuring blues music via satellite.
- 3) License dated October 20, 1999 to Stax Museum of American Soul Music (TN) previously named Ewarton Museum, Inc. with respect to the STAX, SOULSVILLE, and SOULSVILLE U.S.A. etc. trademarks granting a non-exclusive license for STAX-related marks for educational and promotional programs and exhibits; marketing consumer products (excluding sound recordings); music museum, music school, and retail outlet services.