

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Concord Music Group, Inc.		06/28/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Trinity Opportunities Limited, as Collateral Agent
Street Address:	c/o Shikumen Capital Management
Internal Address:	502, AXA Centre, 151 Gloucester Road
City:	Wanchai
State/Country:	HONG KONG
Entity Type:	business company incorporated with limited liability: BRITISH VIRGIN ISLANDS

**PROPERTY NUMBERS Total: 58**

Property Type	Number	Word Mark
Registration Number:	2671523	
Registration Number:	1916304	
Registration Number:	1748291	
Registration Number:	996463	
Registration Number:	1537289	BLUESVILLE
Registration Number:	3276790	BREATHE
Registration Number:	2639102	CONCORD
Registration Number:	3740510	CONCORD MUSIC GROUP
Registration Number:	1466205	CONTEMPORARY
Registration Number:	1430992	CROSSOVER
Registration Number:	1916305	ENTERPRISE
Registration Number:	3052905	F FEINERY
Registration Number:	998245	FANTASY
Registration Number:	1919476	FANTASY

OP \$1465.00 2671523

Registration Number:	3052906	FEINERY
Registration Number:	1819747	GOOD TIME JAZZ
Registration Number:	3115850	HEADS UP
Registration Number:	1746951	J.A.T.P.
Registration Number:	1694087	JAZZ
Registration Number:	3026179	JAZZ MOODS
Registration Number:	3708348	JAZZLAND
Registration Number:	2003261	KICKING MULE
Registration Number:	1254431	MILESTONE
Registration Number:	2758673	M MILESTONE
Registration Number:	2996468	MILESTONE
Registration Number:	2766625	NEON TONIC
Registration Number:	2761483	NEON TONIC
Registration Number:	1717594	ORIGINAL BLUES CLASSICS
Registration Number:	1745613	ORIGINAL JAZZ CLASSICS
Registration Number:	2246045	P
Registration Number:	3089328	PABLO
Registration Number:	1021946	PABLO
Registration Number:	1033716	PABLO
Registration Number:	3089327	PABLO
Registration Number:	1312147	PICANTE
Registration Number:	1201855	PRESTIGE
Registration Number:	3089326	PRESTIGE
Registration Number:	798407	PRESTIGE
Registration Number:	3089325	PRESTIGE
Registration Number:	1933149	RESPECT
Registration Number:	1430081	RIVERSIDE
Registration Number:	3930519	SIX PACK
Registration Number:	1813531	SPECIALTY
Registration Number:	868198	STAX
Registration Number:	2908873	STAX
Registration Number:	1662239	STAX
Registration Number:	971347	STAX RECORDS
Registration Number:	3089324	TAKOMA
Registration Number:	1022529	TAKOMA

	1583495	TELARC
Registration Number:	1584463	TELARC DIGITAL
Registration Number:	1954782	THAT'S WHAT SHE SAID
Registration Number:	2000125	TRU SOUND
Registration Number:	2035090	TRUTH
Registration Number:	868197	VOLT
Registration Number:	1881940	VOLT
Registration Number:	3047646	WATTSTAX
Registration Number:	1933150	WE PRODUCE

**CORRESPONDENCE DATA**

Fax Number: 7147558290  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins LLP  
 Address Line 1: 650 Town Center Drive  
 Address Line 2: Suite 2000  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038509-0040

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER: Rhonda DeLeon

Signature: /Rhonda DeLeon/

Date: 07/02/2012

Total Attachments: 12  
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TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, CONCORD MUSIC GROUP, INC. (the “Grantor”) now owns or holds and may hereafter adopt, acquire or hold 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 (“Trademarks”) including, without limitation, to the extent of the 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, acquired or held;

WHEREAS, concurrently herewith, the Grantor is entering into that certain Security Agreement, dated as of June 28, 2012 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement, including by incorporation from the UCC or any document referenced therein), among the Grantor party hereto, the other grantors referred to therein and Trinity Opportunities Limited, as collateral agent for the Secured Parties (the “Collateral Agent”);

WHEREAS, in connection with the execution of the Security Agreement, the parties hereto are executing and delivering this Trademark Security Agreement (the “Trademark Security Agreement”); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted, mortgaged, and pledged to the Collateral Agent, for the benefit of the Secured Parties a security interest in all right, title, and interest of the Grantor in, under and to all personal property whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether or not in possession of the Grantor, 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 the due and punctual payment and performance of the Secured Obligations.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the Grantor does hereby grant a security interest to the Collateral Agent, for the benefit of the Secured Parties, in and to all the Grantor'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 the Grantor, but in all cases excluding Excluded Assets, to secure the due and punctual payment and performance of the Secured Obligations.

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 Grantor 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 Grantor agrees to deliver updated copies of Schedule 1 and Schedule 2 to the Collateral Agent within forty-five (45) days after the end of any quarter in which the Grantor registers or otherwise adopts or acquires any Trademark not listed on Schedule 1 hereto or enters 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 Grantor, such further instruments or documents (in form and substance reasonably satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Collateral 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 Collateral Agent, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Transaction Documents in the Trademark Collateral or any portion thereof.

The Grantor agrees that if it 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 the Grantor reasonably believes constitutes a material infringement of any Trademark necessary to the normal conduct of the Grantor's business, or materially violates or infringes any right therein of the Grantor or (ii) any Person has performed any act which the Grantor reasonably believes constitute an unauthorized or unlawful use of any Trademark necessary to the normal conduct of the Grantor's business, then and in any such event, the Grantor shall promptly notify the

Collateral 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 Actionable Default shall have occurred and be continuing, the Collateral Agent shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Collateral Agent may deem advisable or necessary to protect the Trademark Collateral, in its own name, in the name of the Grantor, or in the names of the parties jointly. The Collateral Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted by the Collateral Agent pursuant to this paragraph and the Grantor agrees to assist the Collateral Agent with any steps taken, or any suits or proceedings instituted by the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each of the Grantor and the Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Security Agreement, and are subject to the limitations set forth in the Security 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 Secured Obligations have been paid in full and performed, the Collateral Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantor, as may be necessary or proper to terminate the security interest of the Collateral Agent in the Trademark Collateral, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to the terms hereof or of the Security Agreement. For the avoidance of doubt, nothing in this paragraph shall require the release or reassignment or termination of the Grantor from any grant of a security interest in the Trademark Collateral in favor of the Collateral Agent so long as any Secured Obligations remain outstanding.

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

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

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 8.1 of the Security 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 Collateral Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Security Agreement and the other Transaction Documents) and the Grantor. 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 respective successors and permitted assigns, but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Collateral Agent (which shall be provided only in accordance with the applicable provisions of the Security Agreement and the other Transaction Documents), and any attempted assignment without such consent shall be null and void.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between the provisions of the JPMCB Intercreditor Agreement and this Trademark Security Agreement that relates solely to the rights or obligations of, or relationship between, the Collateral Agent and/or the Secured Parties on the one hand and the holders of the Senior Debt under the JPMCB Facility, on the other hand, the provisions of the JPMCB Intercreditor Agreement shall control. In the event of any conflict or inconsistency between the provisions of the VRPI Intercreditor Agreement and this Trademark Security Agreement that relates solely to the rights or obligations of, or relationship between, the Secured Parties, the provisions of the VRPI Intercreditor Agreement shall control. Furthermore, the payment of and security for the principal amount of the Indebtedness evidenced by this Trademark Security Agreement and the interest accruing thereon is subordinated to other indebtedness pursuant to, and to the extent provided in, and is otherwise subject to the terms of, the JPMCB Intercreditor Agreement.

[Signature Pages Follow]



IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of June 28, 2012.

**CONCORD GRANTOR:**

CONCORD MUSIC GROUP, INC.

By: 

Name: Greg Basker

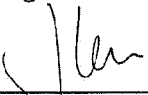
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004812 FRAME: 0726**

ACCEPTED:

TRINITY OPPORTUNITIES LIMITED, as  
Collateral Agent

By:   
Name: Jeffrey Lau  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004812 FRAME: 0727**

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 Classes)	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 <sup>1</sup>	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

<sup>1</sup> 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 Classes)	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 <sup>2</sup>	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

<sup>2</sup> 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.