

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Opportunities Limited		03/27/2013	Business Company Incorporated with Limited Liability: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	Concord Music Group, Inc.
Street Address:	100 N. Crescent Drive, Garden Level
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	2671523	
Registration Number:	1916304	
Registration Number:	1748291	
Registration Number:	0996463	
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

OP \$1465.00 2671523

Registration Number:	0998245	FANTASY
Registration Number:	1919476	FANTASY
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:	0798407	PRESTIGE
Registration Number:	3089325	PRESTIGE
Registration Number:	1933149	RESPECT
Registration Number:	1430081	RIVERSIDE
Registration Number:	3930519	SIX PACK
Registration Number:	1813531	SPECIALTY
Registration Number:	0868198	STAX
Registration Number:	2908873	STAX
Registration Number:	1662239	STAX
Registration Number:	0971347	STAX RECORDS

	3089324	TAKOMA
Registration Number:	1022529	TAKOMA
Registration Number:	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:	0868197	VOLT
Registration Number:	1881940	VOLT
Registration Number:	3047646	WATTSTAX
Registration Number:	1933150	WE PRODUCE

**CORRESPONDENCE DATA**

Fax Number: 2125215450  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-521-5400  
Email: mpikser@reedsmith.com  
Correspondent Name: Meredith D. Pikser  
Address Line 1: 599 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	363747.20001
NAME OF SUBMITTER:	Meredith D. Pikser
Signature:	/Meredith D. Pikser/
Date:	03/28/2013

**Total Attachments: 7**  
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 27, 2013, is made by TRINITY OPPORTUNITIES LIMITED, in its capacity as Collateral Agent (the "Collateral Agent") pursuant to the Security Agreement, dated as of June 28, 2012 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

**WITNESSETH**

WHEREAS, CONCORD MUSIC GROUP, INC. (the "Grantor"), certain affiliates of the Grantor and the Collateral Agent are parties to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor executed the Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses) dated June 28, 2012 and recorded with the U.S. Patent and Trademark Office on July 2, 2012 at Reel/Frame No. 4812/0718, pursuant to which the Grantor granted to the Collateral Agent a security interest in all right, title, and interest of the Grantor in, to and under all of the Grantor's Trademarks and Trademark licenses, 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 (the "Trademark Collateral");

WHEREAS, the Grantor has requested that the Collateral Agent terminate the Trademark Security Agreement and release its security interest and lien on all of its right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, the Collateral Agent hereby unconditionally and irrevocably terminates the Trademark Security Agreement and RELEASES, without recourse its security interest and lien on all of its right, title and interest in and to the Trademark Collateral, including the trademark applications and registrations set forth in Schedule I, attached hereto and incorporated herein by reference.

The Collateral Agent agrees to provide the Grantor with any information and additional authorization reasonably necessary to effect the termination of the Trademark Security Agreement and release of the Collateral Agent's security interest in the Trademark Collateral.

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademark Collateral to be duly executed and delivered by its duly authorized officer as of the date first written above.

**TRINITY OPPORTUNITIES LIMITED,**  
as Collateral Agent

By: 

Name: Jeffrey Lau

Title: Authorized Signatory





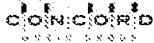

Release of Security Interest in Trademark Collateral







**TRADEMARK**  
**REEL: 004993 FRAME: 0010**







SCHEDULE I  
to  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

**U.S. Trademarks:**

Owner: Concord Music Group, Inc.

CONCORD MUSIC GROUP, INC. Mark	International Class(es)	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
	9	76631086 11-FEB-2005	3052905 31-JAN-2006
FANTASY	9	72431479 02-AUG-1972	0998245 12-NOV-1974

CONCORD MUSIC GROUP, INC. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	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
	9	74235154 06-JAN-1992	1745613 12-JAN-1993

CONCORD MUSIC GROUP, INC. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	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
STAX	9	72309085 07-OCT-1968	0868198 15-APR-1969

<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 Class(es)	Application No. Filing Date	Registration No. Registration Date
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
WE PRODUCE	9	74601909 22-NOV-1994	1933150 07-NOV-1995

<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.

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.