

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 |
|--|----------|----------------|-------------------------------------|
| C D Listening Bar, Inc. | | 09/04/2013 | CORPORATION: CALIFORNIA |
| Alliance Entertainment, LLC | | 09/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| AEC Direct, LLC | | 09/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Directtou, LLC | | 09/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Project Panther Acquisition Corporation | | 09/04/2013 | CORPORATION: DELAWARE |
| Audiolife, LLC | | 09/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Alliance Entertainment Holding Corporation | | 09/04/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Platinum Equity Capital Partners-PF II, L.P. |
| Street Address: | 360 N. Crescent Drive, South Building |
| Internal Address: | c/o Platinum Equity, LLC |
| City: | Beverly Hills |
| State/Country: | CALIFORNIA |
| Postal Code: | 90210 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 1871150 | ASTRO TALK |
| Registration Number: | 1868115 | CHILD STAR |
| Registration Number: | 3276539 | KNOW THRU ASTROLOGY |
| Registration Number: | 3434119 | N CIRCLE ENTERTAINMENT |

CH \$615.00 1871150

| | | |
|----------------------|----------|--|
| Registration Number: | 3885036 | THEY'LL NEVER KNOW THEY'RE LEARNING |
| Serial Number: | 85806848 | WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX |
| Registration Number: | 2016027 | WINSTAR |
| Registration Number: | 4240701 | BIG BOOK OF MUSIC |
| Registration Number: | 3907682 | CC MUSIC |
| Registration Number: | 2275744 | CC VIDEO |
| Registration Number: | 1860145 | COLLECTORS' CHOICE |
| Registration Number: | 1858053 | COLLECTORS' CHOICE MUSIC |
| Registration Number: | 3409924 | DEEPPDISCOUNT |
| Registration Number: | 3409913 | DEEPPDISCOUNT.COM |
| Registration Number: | 3215314 | DEEPPDISCOUNTCD.COM |
| Registration Number: | 3215313 | DEEPPDISCOUNTDVD.COM |
| Registration Number: | 2453998 | DVDPLANET |
| Registration Number: | 1762498 | HEARTLAND MUSIC |
| Registration Number: | 3410029 | NOBLE ROT |
| Registration Number: | 3946299 | TARTARE |
| Registration Number: | 4016959 | TARTARE |
| Registration Number: | 2376791 | THE BIG BOOK OF MOVIES |
| Registration Number: | 3961193 | HEARTLAND MUSIC AMERICA'S #1 MUSIC CATAL |
| Registration Number: | 2292647 | HEARTLAND MUSIC |

CORRESPONDENCE DATA

Fax Number: 9494754754
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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: | 73702-00006 |
| NAME OF SUBMITTER: | Stephanie S. Kann |
| Signature: | /stephanie s. kann/ |
| Date: | 09/11/2013 |

Total Attachments: 10

TRADEMARK
REEL: 005108 FRAME: 0580

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of September, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Platinum Equity Capital Partners-PF II, L.P., a Delaware limited partnership (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, the Grantors and Secured Party are party to that certain Security Agreement, dated as of September 4, 2013 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds, other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE PROVISIONS OF SECTION 23 OF THE SECURITY AGREEMENT ARE INCORPORATED HEREIN IN THEIR ENTIRETY, *MUTATIS MUTANDIS*.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

C D LISTENING BAR, INC.,
a California corporation

By: 
Jeffrey C. Walker, President

ALLIANCE ENTERTAINMENT, LLC,
a Delaware limited liability company

By: 
Jeffrey C. Walker, President

AEC DIRECT, LLC,
a Delaware limited liability company

By: 
Jeffrey C. Walker, President

DIRECTTOU, LLC,
a Delaware limited liability company

By: 
Jeffrey C. Walker, President

PROJECT PANTHER ACQUISITION CORPORATION,
a Delaware corporation

By: 
Jeffrey C. Walker, President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AUDIOLIFE, LLC,
a Delaware limited liability company

By: 
Jeffrey C. Walker, President

**ALLIANCE ENTERTAINMENT HOLDING
CORPORATION,**
a Delaware corporation

By: 
Jeffrey C. Walker, President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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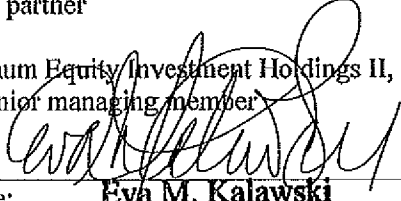
SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

Platinum Equity Capital Partners-PF II, L.P.,
a Delaware limited partnership

By: Platinum Equity Partners II, LLC,
its general partner


By: Platinum Equity Investment Holdings II, LLC,
its senior managing member

By: 
Name: Eva M. Kalawski
Title: Vice President & Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


Trademark Registrations/Applications

United States Trademark Registrations:

| <u>Owner:</u> | <u>Reg. No.:</u> | <u>Mark:</u> |
|---|--------------------------|--|
| Alliance Entertainment Corporation | 1871150 | ASTRO*<small>TALK</small> |
| Alliance Entertainment Corporation | 1868115 | CHILD*<small>STAR</small> |
| Alliance Entertainment Corporation | 3276539 | KNOW THRU ASTROLOGY ¹ |
| Alliance Entertainment, LLC ² | 3434119 |  |
| Alliance Entertainment, LLC | 3885036 | THEY'LL NEVER KNOW THEY'RE LEARNING |
| Alliance Entertainment, LLC | Serial No. 85/806,848 | WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX |
| Alliance Entertainment Corporation | 2016027 | WINSTAR |
| C D Listening Bar, Inc. dba Collectors' Choice Music | 4240701 | BIG BOOK OF MUSIC |
| C D Listening Bar, Inc. dba Super D | 3907682 | CC MUSIC |
| C D Listening Bar, Inc. dba Super D | 2275744 | CC VIDEO |
| C D Listening Bar, Inc. dba Super D | 1860145 | COLLECTOR'S CHOICE |
| C D Listening Bar, Inc. dba Super D | 1858053 | COLLECTORS' CHOICE MUSIC |
| C D Listening Bar, Inc. dba Super D | 3409924 | DEEPDISCOUNT |

¹ Note: The KNOW THRU ASTROLOGY trademark has expired. The Declaration of Use was due 8/7/2013 and the grace period ends 2/7/2014 as of the Closing Date.

² Note: No assignment recorded from Alliance Entertainment Corporation (original applicant) to Alliance Entertainment, LLC as of the Closing Date.

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| C D Listening Bar, Inc. dba Super D | 3409913 | DEEPDISCOUNT.COM |
| C D Listening Bar, Inc. dba Super D | 3215314 | DEEPDISCOUNTCD.COM |
| C D Listening Bar, Inc. dba Super D | 3215313 | DEEPDISCOUNTDVD.COM |
| C D Listening Bar, Inc. dba Super D | 2453998 | DVDPLANET |
| C D Listening Bar, Inc. dba Super D | 1762498 | HEARTLAND MUSIC (& Design)  |
| C D Listening Bar, Inc. dba Super D | 3410029 | NOBLE ROT |
| C D Listening Bar, Inc. dba Super D | 3946299 | TARTARE |
| C D Listening Bar, Inc. dba Super D | 4016959 | TARTARE (& Design)  |
| C D Listening Bar, Inc. dba Super D | 2376791 | THE BIG BOOK OF MOVIES |
| C D Listening Bar, Inc. dba Super D | 3961193 | HEARTLAND MUSIC AMERICA'S #1 MUSIC CATALOG |
| C D Listening Bar, Inc. dba Super D | 2292647 | HEARTLAND MUSIC |

Foreign Trademark Registrations:

| <u>Owner:</u> | <u>Reg. No.:</u> | <u>Country</u> | <u>Mark:</u> |
|-----------------------------|------------------|----------------|-----------------------------------|
| Alliance Entertainment, LLC | 823045471 | Brazil | AEC ONE STOP GROUP |
| Alliance Entertainment, LLC | 823045536 | Brazil | AEC ONE STOP GROUP |
| Alliance Entertainment, LLC | 823045463 | Brazil | AMIGO! AEC MUSIC INDEX and design |

Domain Names:

| <u>Domain Name:</u> | <u>Expiration Date:</u> | <u>Registrant:</u> | <u>Registrar:</u> |
|---------------------------|-------------------------|------------------------|------------------------|
| 1box2u.com | 1/9/2014 | Alliance Entertainment | Network Solutions, LLC |
| 1box4u.com | 1/9/2014 | Alliance Entertainment | Network Solutions, LLC |
| ae3pl.com | 9/15/2013 | Alliance Entertainment | Network Solutions, LLC |
| aec-direct.com | 8/30/2014 | Alliance Entertainment | Network Solutions, LLC |
| ae3pl.com | 9/27/2014 | Alliance Entertainment | Network Solutions, LLC |
| aecdirectllc.com | 8/27/2014 | Alliance Entertainment | Network Solutions, LLC |
| aeconestop.biz | 11/8/2013 | Alliance Entertainment | Network Solutions, LLC |
| aeconestop.com | 6/15/2014 | Alliance Entertainment | Network Solutions, LLC |
| aecscm.com | 2/20/2014 | Alliance Entertainment | Network Solutions, LLC |
| aecsupplychain.com | 2/20/2014 | Alliance Entertainment | Network Solutions, LLC |
| aecsupplychainmgmt.com | 2/20/2014 | Alliance Entertainment | Network Solutions, LLC |
| aent-m.com | 4/18/2014 | Alliance Entertainment | Network Solutions, LLC |
| aent.biz | 11/8/2013 | Alliance Entertainment | Network Solutions, LLC |
| aent.com | 9/15/2013 | Alliance Entertainment | Network Solutions, LLC |
| aent3pl.com | 9/16/2014 | Alliance Entertainment | Network Solutions, LLC |
| aentcdf.com | 9/16/2014 | Alliance Entertainment | Network Solutions, LLC |
| aentdirect.com | 8/27/2014 | Alliance Entertainment | Network Solutions, LLC |
| aentecomm.com | 9/16/2014 | Alliance Entertainment | Network Solutions, LLC |
| aentfulfillment.com | 9/17/2014 | Alliance Entertainment | Network Solutions, LLC |
| allianceentertainment.biz | 11/8/2013 | Alliance Entertainment | Network Solutions, LLC |
| alstaging.com | 11/18/2013 | AudioLife, LLC | Network Solutions, LLC |
| archive-on-demand.com | 3/2/2014 | Alliance Entertainment | Network Solutions, LLC |
| archives-on-demand.com | 3/2/2014 | Alliance Entertainment | Network Solutions, LLC |

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|----------------------|------------|------------------------|------------------------|
| arrdis.cc | 2/17/2014 | Alliance Entertainment | Network Solutions, LLC |
| arrdis.com | 3/1/2014 | Alliance Entertainment | Network Solutions, LLC |
| audiolifeqa.com | 10/1/2013 | AudioLife, LLC | Network Solutions, LLC |
| audiolifeva.com | 10/15/2013 | AudioLife, LLC | Network Solutions, LLC |
| blowitoutahear.com | 8/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| blowitoutahere.com | 2/6/2014 | Alliance Entertainment | Network Solutions, LLC |
| blowitoutofhear.com | 8/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| blowitoutofhere.com | 8/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| blowitouttahear.com | 8/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| blowitouttahere.com | 8/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| cheapmusic.com | 2/2/2014 | Alliance Entertainment | Network Solutions, LLC |
| d2ustore.com | 2/7/2014 | Alliance Entertainment | Network Solutions, LLC |
| directtoustore.com | 2/7/2014 | Alliance Entertainment | Network Solutions, LLC |
| dtoustore.com | 2/7/2014 | Alliance Entertainment | Network Solutions, LLC |
| edgedistro.com | 1/15/2014 | Alliance Entertainment | Network Solutions, LLC |
| galaxymusic.com | 4/24/2015 | Alliance Entertainment | Network Solutions, LLC |
| hearsay.cc | 2/17/2014 | Alliance Entertainment | Network Solutions, LLC |
| hearsaynow.com | 4/16/2014 | Alliance Entertainment | Network Solutions, LLC |
| i-dealsstore.com | 2/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| ibox4u.com | 1/9/2014 | Alliance Entertainment | Network Solutions, LLC |
| jazzsoundsbetter.com | 8/14/2014 | Alliance Entertainment | Network Solutions, LLC |
| lp-crate.com | 6/8/2014 | Alliance Entertainment | Network Solutions, LLC |
| lp-package.com | 6/8/2014 | Alliance Entertainment | Network Solutions, LLC |
| lpcrate.com | 6/8/2014 | Alliance Entertainment | Network Solutions, LLC |
| lpcrate.net | 6/8/2014 | Alliance Entertainment | Network Solutions, LLC |

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|----------------------------|------------|--------------------------------|------------------------|
| moviesdvdsandmusic.com | 2/23/2014 | Alliance Entertainment | Network Solutions, LLC |
| ncircleentertainment.com | 9/27/2013 | Alliance Entertainment | Network Solutions, LLC |
| onebox2u.com | 1/9/2014 | Alliance Entertainment | Network Solutions, LLC |
| retracksondemand.com | 3/2/2014 | Alliance Entertainment | Network Solutions, LLC |
| stripesentertainment.com | 9/12/2014 | Alliance Entertainment | Network Solutions, LLC |
| theconnectionshop.com | 2/21/2014 | Alliance Entertainment | Network Solutions, LLC |
| thestore-24.com | 4/16/2014 | Alliance Entertainment | Network Solutions, LLC |
| thestore24.biz | 11/8/2013 | Alliance Entertainment | Network Solutions, LLC |
| thestore24.com | 4/16/2014 | Alliance Entertainment | Network Solutions, LLC |
| vinylsoundsbetterstore.com | 8/14/2014 | Alliance Entertainment | Network Solutions, LLC |
| webox2u.com | 1/9/2014 | Alliance Entertainment | Network Solutions, LLC |
| ccmusic.com | 2/3/2016 | Jeff Walker / CD Listening Bar | GoDaddy.com |
| ccvideo.com | 2/3/2015 | Jeff Walker / CD Listening Bar | GoDaddy.com |
| deepdiscount.com | 1/4/2015 | CD Listening Bar | networksolutions.com |
| dvdplanet.com | 10/11/2016 | Jeff Walker / CD Listening Bar | GoDaddy.com |
| heartlandmusic.com | 1/10/2015 | Jeff Walker / CD Listening Bar | GoDaddy.com |
| importcds.com | 1/19/2016 | CD Listening Bar | networksolutions.com |
| sccd.com | 8/7/2014 | Jeff Walker / CD Listening Bar | GoDaddy.com |
| videocollection.com | 2/1/2015 | Jeff Walker / CD Listening Bar | GoDaddy.com |