

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:	Gores Co-Invest II Panther Holdings, LLC
Street Address:	10877 Wilshire Boulevard, 18th Floor
Internal Address:	c/o The Gores Group, LLC
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	LIMITED LIABILITY COMPANY: 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	DEEPDISCOUNT
Registration Number:	3409913	DEEPDISCOUNT.COM
Registration Number:	3215314	DEEPDISCOUNTCD.COM
Registration Number:	3215313	DEEPDISCOUNTDVD.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:	09/12/2013

Total Attachments: 10

TRADEMARK
REEL: 005109 FRAME: 0251

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source=Trademark Security Agreement (Gores Co-Invest II Panther Holdings LLC)#page10.tif

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 Gores Co-Invest II Panther Holdings, LLC, a Delaware limited liability company (together with its successors and assigns, "Secured Party").

W I T N E S S E T H:

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.

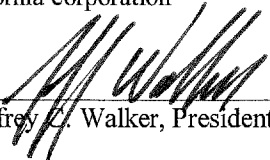
8. **THE PROVISIONS OF SECTION 23 OF THE SECURITY AGREEMENT ARE INCORPORATED HEREIN IN THEIR ENTIRETY, *MUTATIS MUTANDIS*.**

[SIGNATURE PAGE FOLLOWS]

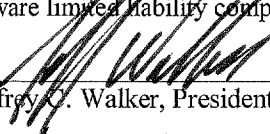
IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

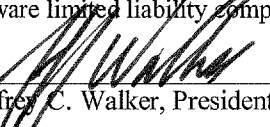
C D LISTENING BAR, INC.,
a California corporation

By: 
Jeffrey C. Walker, President

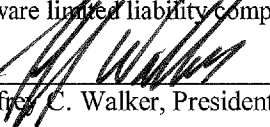
ALLIANCE ENTERTAINMENT, LLC,
a Delaware limited liability company

By: 
Jeffrey C. Walker, President

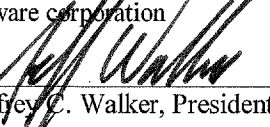
AEC DIRECT, LLC,
a Delaware limited liability company

By: 
Jeffrey C. Walker, President

DIRECTTOU, LLC,
a Delaware limited liability company

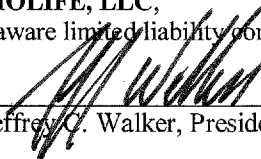
By: 
Jeffrey C. Walker, President

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]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:


Gores Co-Invest II Panther Holdings, LLC,
a Delaware limited liability company

By: 
Name: Steven G. Eisner
Title: Vice President

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.

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
aec3pl.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

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

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