

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alliance Entertainment, LLC		11/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
Directtou, LLC		11/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Capital Finance, LLC
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1871150	ASTRO TALK
Registration Number:	1868115	CHILD STAR
Registration Number:	3276539	KNOW THRU ASTROLOGY
Serial Number:	85806848	WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX
Registration Number:	2016027	WINSTAR

**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: 202-739-3000  
 Email: jennifer.evans@morganlewis.com  
 Correspondent Name: Morgan, Lewis & Bockius LLP  
 Address Line 1: 1111 Pennsylvania Avenue, NW

CH \$140.00 1871150

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 058438-0207

NAME OF SUBMITTER: Jennifer C. Evans

Signature: /jce/

Date: 11/11/2013

**Total Attachments: 4**  
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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), is dated as of November 4, 2013, and entered into by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, a "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### RECITALS

A. Grantors, certain of Grantors' Affiliates identified on the signature pages thereof, the lenders party thereto as "Lenders", Agent, and certain other agents and/or arrangers are parties to that certain Amended and Restated Credit Agreement dated as of September 4, 2013 (as further amended, modified, supplemented, or restated from time to time, the "Credit Agreement"). Capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise specified.

B. To induce Agent to provide the financial accommodations described in the Credit Agreement, Grantors and Agent entered into that certain Trademark Security Agreement (as recorded on September 10, 2010 with the United States Patent and Trademark Office at REEL/FRAME 004276/0663 and as amended, modified, supplemented, or restated from time to time, the "Agreement").

C. Grantors have requested that Agent modify and supplement certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendment to the Agreement. Schedule I to the Agreement is hereby amended by adding the trademarks set forth on Schedule I hereto ("New Trademarks"), in each case, including the New Trademarks as Trademark Collateral (as defined in the Agreement) thereunder. For the avoidance of doubt, the schedule attached to the Agreement titled "Schedule 5" is deemed to be Schedule I to the Agreement.

2. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement and the Credit Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Grantors.


3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]


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

GRANTORS:

ALLIANCE ENTERTAINMENT, LLC  
a Delaware limited liability company

By:   
Name: Bruce Osilve  
Title: Chairman

DIRECTTOU, LLC,  
a Delaware limited liability company

By:   
Name: Bruce Osilve  
Title: Chairman

[Signature Page to First Amendment to Trademark Security Agreement]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,  
as Agent

By: Amelie Yehra  
Name: Amelie Yehra  
Title: SVP

**SCHEDULE A**

<u>Name of Grantor</u>	<u>Registration Number</u>	<u>Trademark Description</u>
Alliance Entertainment Corporation	1871150	<b>ASTRO*<i>TALK</i></b>
Alliance Entertainment Corporation	1868115	<b>CHILD*<i>STAR</i></b>
Alliance Entertainment Corporation	3276539	KNOW THRU ASTROLOGY
Alliance Entertainment, LLC	Serial No. 85/806,848	WEB AMI INTERACTIVE ALLIANCE MUSIC INDEX
Alliance Entertainment Corporation	2016027	WINSTAR