

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
Dovetree Productions, Inc.		12/10/2013	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Avenue Bank
Street Address:	111 Tenth Avenue South
Internal Address:	Suite 400
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	<del>CORPORATION: TENNESSEE</del> Tennessee state banking corporation

PROPERTY NUMBERS Total: 14

*corporation*  
— JWN 12/20/13

Property Type	Number	Word Mark
Registration Number:	2548660	DUETTME
Serial Number:	75105953	PIANO ADVENTURES
Serial Number:	75127531	PRETIME
Serial Number:	75133473	PLAYTIME
Serial Number:	75134278	SHOWTIME
Serial Number:	75143070	CHORDTIME
Serial Number:	75168826	BIGTIME
Serial Number:	75168853	FUNTIME
Serial Number:	76643194	
Serial Number:	76509351	DOVETREE
Serial Number:	78779189	MY FIRST PIANO ADVENTURE
Serial Number:	85435548	PIANO ADVENTURES
Serial Number:	85435499	ADVENTURES

OP \$365.00 2548660

Serial Number:	85435640	PIANO ADVENTURES
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**CORRESPONDENCE DATA**

Fax Number: 6152524707  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 615-252-4639  
Email: jneu@babco.com  
Correspondent Name: Jacob W Neu  
Address Line 1: 1600 Division Street  
Address Line 2: Suite 700  
Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	108185-000061
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NAME OF SUBMITTER:	Jacob W Neu
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Signature:	/jacobwneu/
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Date:	12/13/2013
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Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of December 10, 2013, is made by DOVETREE PRODUCTIONS, INC., a Tennessee corporation ("Grantor") in favor of AVENUE BANK, a Tennessee state banking corporation, its present and future affiliates and their successors and assigns ("Avenue").

WHEREAS, Grantor and Avenue entered into that certain Loan Agreement dated November 5, 2009, as most recently amended by that certain Fourth Amendment to Revolving Credit Note and Second Amendment to Term Note, Loan Agreement and Security of even date herewith (as such may be further amended and/or restated, the "Loan Agreement"; capitalized terms not otherwise defined herein shall have such meaning as set forth in the Loan Agreement).

WHEREAS, in connection with the Loan Agreement, Grantor has executed and delivered that certain Security Agreement of even date herewith made by Grantor to Avenue (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Avenue, for the benefit of Avenue, a security interest in, all right, title and interest of Grantor in, to and under certain intellectual property, together with all proceeds thereof, to secure the payment of all amounts owing by Grantor pursuant to the Loan Agreement (and the Notes described therein), and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. *Incorporation of Security Agreement.* The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the payment and performance of the Obligations and Grantor's obligations under the Security Agreement, Grantor hereby grants to Avenue, for its benefit, and hereby affirms its grant pursuant to the Security Agreement (which grant shall be deemed to have been made simultaneously herewith) of a lien on, and security interest in, any and all right, title and interest in and to certain intellectual property, as follows (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or arising:

(i) any trademarks, trademark registrations and trademark applications, including without limitation, the United States federal trademark registrations and applications with respect to all such trademarks, and all renewals and extensions of any of the foregoing. Attached as Schedule 1 hereto is a list by trademark and registration number of all trademark registrations and applications, which Grantor hereby represents and warrants fully sets forth the Copyright Collateral as of the date hereof;

(ii) all income, damages and payments now and hereafter due or payable with respect to the foregoing, including, without limitation, damages and payments for past or future infringements thereof;

(iii) licenses of any of the foregoing to or from third parties and the royalties and other payments, if any, receivable thereunder;

(iv) the right to sue for past, present and future infringements thereof;

(v) all rights corresponding thereto throughout the world;

(vi) Proceeds and products of the foregoing; and

(vii) Accounts attributable solely to the foregoing.


3. *Recordation.* Grantor authorizes and requests that the Commissioner of the U.S. Patent and Trademark Office and any other applicable government office record this Trademark Security Agreement.

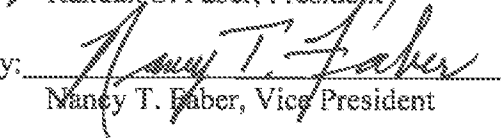
4. *Grants, Rights and Remedies.* This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to Avenue in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Avenue thereunder) shall remain in full force and effect in accordance with its terms.

[signatures on next page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


DOVETREE PRODUCTIONS, INC.

By:   
Randall S. Faber, President

By:   
Nancy T. Faber, Vice President

Agreed and Accepted As of the Date First Written Above

AVENUE BANK

By:   
Pete Wooten,  
Executive Vice President

**SCHEDULE 1**

<b>US TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>APPLICATION NO.</b>
DUETIME	2548660	75325745
PIANO ADVENTURES	2059233	75105953
PRETIME	2065139	75127531
PLAYTIME	2059451	75133473
SHOWTIME	2061527	75134278
CHORDTIME	2061558	75143070
BIGTIME	2163281	75168826
FUNTIME	2204809	75168853
Miscellaneous Design (Winged Piano)	3111062	76643194
DOVETREE	2838078	76509351
MY FIRST PIANO ADVENTURE	3266315	78779189
PIANO ADVENTURES	4142710	85435548
ADVENTURES	4149714	85435499
PIANO ADVENTURES	4403865	85435640
ADVENTURES	Not registered as of execution date	85435605

<b>INTERNATIONAL TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>JURISDICTION</b>
PIANO ADVENTURES	TMA593704	Canada
PIANO ADVENTURES	IDM000367932	Indonesia
PIANO ADVNTURES	01505170	Taiwan
PIANO ADVENTURES	1057196	International (in force in Australia, China, European Community, Japan, South Korea, Singapore, and Slovakia)