TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DMX, INC.		05/01/2014	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3724544	360°
Registration Number:	3614285	DMX
Registration Number:	1736237	DMX
Registration Number:	3503730	DMX MUSIC
Registration Number:	3503731	DMX MUSIC
Registration Number:	3491361	DMX MUSIC
Registration Number:	3514038	DMX MUSIC
Registration Number:	1166317	NOVATONE
Registration Number:	2080621	PRODISC
Registration Number:	3136100	PROFUSION
Registration Number:	2851117	PROFUSION
Registration Number:	2847702	PROFUSION
Registration Number:	1358971	PROPAC 4
Registration Number:	3509161	SIGHT. SOUND. SCIENCE.
Registration Number:	3702031	SONIC TAP
Registration Number:	3702032	SONIC TAP

OP $415.00 3724544

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0241
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/06/2014

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 1, 2014 (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (individually, a "**Grantor**" and collectively, the **"Grantors"**) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity and together with its successors, the "**Collateral Agent**") for the Secured Parties (as defined in the Security Agreement described below).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of May 1, 2014 (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which each Grantor pledged and granted to the Collateral Agent a security interest in certain property, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, in each case wherever located and now owned or at any time hereafter acquired, or arising (collectively, the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A attached hereto;

(b) the right to, and to obtain, all renewals thereof;

(c) the goodwill of the business connected with the use of and symbolized by the foregoing;

(d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill;

(e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(f) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein, at no time shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application to register a Trademark in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such "intent-to-use" application under applicable federal law; provided, however, that at such time as a Statement of Use or Amendment to Allege Use is filed with and accepted by the U.S. Patent and Trademark Office such Trademark application shall be considered automatically included in the Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in counterparts (and by different parties on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONVERGENCE, LLC
as Grantor

By:_____
Name: Kenneth Taht
Title: Vice President and Secretary:

DMX, INC.
as Grantor

By:_____
Name: Melanie McCool
Title: Vice President and Secretary

FLUID MUSIC USA, INC.
as Grantor

By:_____
Name: Thomas Garrett, Jr.
Title: Vice President, Secretary and Treasurer

MOOD MEDIA CORPORATION
as Grantor
By:_____
Name: Thomas L. Garrett, Jr.
Title: Executive Vice President and Chief Financial Officer

MOOD MEDIA NORTH AMERICA, LTD.
as Grantor

By:_____
Name: Melanie McCool
Title: Vice President and Secretary

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as Grantor

By:_____
Name: Melanie McCool
Title: Vice President and Secretary

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Title: Executive Vice President and Chief Financial Officer

MOOD MEDIA NORTH AMERICA, LTD.
as Grantor

By:_____
Name: Melanie McCool
Title: Vice President and Secretary

MUZAK, LLC
as Grantor

By: _____
Name: Melanie McCool
Title: Vice President and Secretary

TECHNOMEDIA SOLUTIONS, LLC
as Grantor

By: _____
Name: Kenneth Taht
Title: Executive Vice President, Creative

MUZAK, LLC
as Grantor

By:_____
Name: Melanie McCool
Title: Vice President and Secretary

TECHNOMEDIA SOLUTIONS, LLC
as Grantor

By:_____
Name: Kenneth Taht
Title: Executive Vice President, Creative

Signature page to Mood Media Corporation Trademark Security Agreement

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

By: _____
Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

Owner Name	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
CONVERGENCE, LLC	GOCONVERGENCE	U.S. Federal	REGISTERED	77867239 11/6/09	3892089 12/21/10
DMX, INC.	360°	U.S. Federal	REGISTERED	77611650 11/11/08	3724544 12/15/09
DMX, INC.	DMX	U.S. Federal	REGISTERED	77014912 10/5/06	3614285 5/5/09
DMX, INC.	DMX	U.S. Federal	RENEWED (REGISTERED)	74222055 11/14/91	1736237 12/1/92
DMX, INC.	DMX MUSIC	U.S. Federal	REGISTERED	77229414 7/13/07	3503730 9/23/08
DMX, INC.	DMX MUSIC	U.S. Federal	REGISTERED	77229435 7/13/07	3503731 9/23/08
DMX, INC.	DMX MUSIC	U.S. Federal	REGISTERED	77229447 7/13/07	3491361 8/26/08

Owner Name	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
DMX, INC.	DMX MUSIC	U.S. Federal	REGISTERED Section 44(D)	78365366 2/10/04	3514038 10/7/08
DMX, INC.	NOVATONE	U.S. Federal	RENEWED (REGISTERED)	73260049 4/28/80	1166317 8/25/81
DMX, INC.	PRODISC	U.S. Federal	RENEWED (REGISTERED)	74692582 6/23/95	2080621 7/22/97
DMX, INC.	PROFUSION	U.S. Federal	REGISTERED	75891493 1/7/00	3136100 8/29/06
DMX, INC.	PROFUSION	U.S. Federal	REGISTERED	75889883 1/7/00	2851117 6/8/04
DMX, INC.	PROFUSION	U.S. Federal	REGISTERED	75889884 1/7/00	2847702 6/1/04
DMX, INC.	PROPAC 4	U.S. Federal	RENEWED (REGISTERED)	73500111 9/19/84	1358971 9/10/85
DMX, INC.	SIGHT. SOUND. SCIENCE.	U.S. Federal	REGISTERED	77015153 10/5/06	3509161 9/30/08
DMX, INC.	SONIC TAP	U.S. Federal	REGISTERED	77182509 5/16/07	3702031 10/27/09
DMX, INC.	SONIC TAP	U.S. Federal	REGISTERED	77182551 5/16/07	3702032 10/27/09
FLUID MUSIC USA, INC.	AUDIO LUNCHBOX	U.S. Federal	REGISTERED	76978871 3/7/08	3552478 12/30/08

Owner Name	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
FLUID MUSIC USA, INC.	MUZAD	U.S. Federal	REGISTERED	76687399 3/6/08	3548649 12/23/08
MOOD MEDIA	MOOD MEDIA MOOD MEDIA	U.S. Federal	REGISTERED Section 66(a) (Madrid Protocol) - Filed Section 66(a) (Madrid Protocol) - Current Notice of First Refusal	79085156 6/22/10	3946991 4/19/11
MOOD MEDIA	MOOD MEDIA Mood Media	U.S. Federal	REGISTERED Section 66(a) (Madrid Protocol) - Filed Section 66(a) (Madrid Protocol) - Current Notice of First Refusal	79085172 6/22/10	3943182 4/12/11
MOOD MEDIA	TEAM CORPORATE	U.S. Federal	REGISTERED Section 66(a) (Madrid Protocol) - Filed Section 66(a) (Madrid Protocol) - Current Notice of First Refusal	79104092 11/16/10	4173611 7/17/12
MOOD MEDIA ENTERTAINMENT LTD.	CELEBRATIONS	U.S. Federal	REGISTERED Section 44(D)	77547207 8/14/08	4065045 12/6/11

Owner Name	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
MOOD MEDIA NORTH AMERICA, LTD	MBOX	U.S. Federal	REGISTERED	76631958 2/23/05	3319051 10/23/07
MOOD MEDIA NORTH AMERICA, LTD	TRUSONIC	U.S. Federal	REGISTERED	78134870 6/11/02	2793053 12/9/03
MOOD MEDIA Listed on Schedule.	MOOD MEDIA mood media	U.S. Federal	REGISTERED Section 66(a) (Madrid Protocol) - Filed Section 66(a) (Madrid Protocol) - Current International Priority Claimed Notice of First Refusal	79071262 2/4/09	3825276 7/27/10
MUZAK L.L.C.	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	U.S. Federal	RENEWED (REGISTERED)	75605284 12/14/98	2380584 8/29/00
MUZAK LLC	COUNTRY CURRENTS	U.S. Federal	RENEWED (REGISTERED)	74365867 3/3/93	1802376 11/2/93
MUZAK LLC	DRIVE-THRU EXPRESS	U.S. Federal	RENEWED (REGISTERED)	75367897 10/3/97	2403095 11/14/00
MUZAK LLC	ENVIRONMENTAL MUSIC BY MUZAK	U.S. Federal	RENEWED (REGISTERED)	74306113 8/17/92	1814119 12/28/93
MUZAK LLC	EXPRESSIONS	U.S. Federal	RENEWED (REGISTERED)	74364720 3/3/93	1844796 7/12/94
MUZAK LLC	FM ONE	U.S. Federal	RENEWED (REGISTERED)	74093927 8/31/90	1667017 12/3/91
MUZAK LLC	FM-1	U.S. Federal	RENEWED (REGISTERED)	73797679 5/4/89	1617101 10/9/90
MUZAK LLC	FOREGROUND MUSIC ONE	U.S. Federal	RENEWED (REGISTERED)	73588933 3/19/86	1456883 9/8/87
MUZAK LLC	HITLINE	U.S. Federal	RENEWED (REGISTERED)	74092149 8/28/90	1647726 6/11/91
MUZAK LLC	JUKEBOX GOLD	U.S. Federal	RENEWED (REGISTERED)	74365907 3/3/93	1801181 10/26/93

Owner Name	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
MUZAK LLC	M	U.S. Federal	REGISTERED	78300297 9/15/03	3152757 10/10/06
MUZAK LLC	M MUZAK muzak	U.S. Federal	RENEWED (REGISTERED)	75608892 12/22/98	2432717 3/6/01
MUZAK LLC	MARKETING ON HOLD	U.S. Federal	RENEWED (REGISTERED)	74079538 7/16/90	1650387 7/9/91
MUZAK LLC	MUZAK	U.S. Federal	RENEWED (REGISTERED)	72436399 9/22/72	0973643 11/20/73
MUZAK LLC	MUZAK Muzak	U.S. Federal	RENEWED (REGISTERED)	71659492 1/14/54	0599782 12/21/54
MUZAK LLC	MUZAK	U.S. Federal	RENEWED (REGISTERED)	71443471 5/10/41	0393293 2/3/42
MUZAK LLC	MUZAK	U.S. Federal	RENEWED (REGISTERED)	71356559 9/28/34	0323327 4/9/35
MUZAK LLC	MUZAK HEART & SOUL FOUNDATION	U.S. Federal	RENEWED (REGISTERED)	75454479 3/23/98	2290580 11/2/99
MUZAK LLC	SOLD ON HOLD	U.S. Federal	RENEWED (REGISTERED)	75544092 8/28/98	2290151 11/2/99
TECHNOMEDIA SOLUTIONS, LLC	CINENET EXP	U.S. Federal	PUBLISHED (PENDING) Intent to Use	86004982 7/9/13	
TECHNOMEDIA SOLUTIONS, LLC	SERVICENET EXP	U.S. Federal	REGISTERED Section 2(F)	85229145 1/28/11	4104332 2/28/12