FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-01-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100977113

3-1-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 12 30 98

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: AEI MUSIC NETWORK, INC.

Execution Date Month Day Year: 12 30 98

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: U.S. BANK NATIONAL ASSOCIATION

DBA/AKA/TA:

Composed of:

Address (line 1): 1420 Fifth Avenue, 9th Floor

Address (line 2):

Address (line 3): Seattle (City) Washington, U.S.A. (State/Country) 98101 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National banking association

[ ] Citizenship/State of Incorporation/Organization

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

465E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 206-622-3150

Name SCOT TUCKER

Address (line 1) DAVIS WRIGHT TREMAINE

Address (line 2) 2600 CENTURY SQUARE

Address (line 3) 1501 Fourth Avenue

Address (line 4) SEATTLE, WA 98101

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 33

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
74/692742	75/489637	75/502289	1,136,639	1,248,178	1,586,576
75/489640	75/502428	75/502000	1,617,971 1,138,639	1,555,159	1,166,317
75/489638	75/502008		2,080,621	1,358,971	1,239,259

Number of Properties

Enter the total number of properties involved. # 18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 465

Method of Payment: Enclosed ☐ Deposit Account [X]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 040258

Authorization to charge additional fees: Yes [X] No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Bradley J. Watson	[signature]	2/26/99
Name of Person Signing	Signature	Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of December, 1998, by AEI MUSIC NETWORK INC, a Washington corporation and any Successor (the "Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as agent for the Lenders (the "Secured Party").

RECITALS

A. U.S. Bank National Association, First Union National Bank (each individually a "Lender" and collectively the "Lenders"), Secured Party, Debtor and the Borrowing Subsidiaries have entered into a Credit Agreement dated as of the date hereof (as the same may be amended from time to time, the "Credit Agreement").

B. Pursuant to the terms of the Credit Agreement, the execution and delivery of this Agreement is a material condition precedent to Lenders' obligations to make and disburse loans to Debtor and the Debtor's Borrowing Subsidiaries and to issue letters of credit for the account of Debtor thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the undersigned agrees as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given in the Credit Agreement. Any terms used in describing the Collateral that are defined in the UCC shall have the definitions set forth therein.

2. **Grant of Security Interest.** Debtor hereby grants to Secured Party a security interest in all its now owned or hereafter acquired goods and other personal property, including all tangible and intangible items, and including without limitation the following (collectively, the "Collateral"):

(a) Equipment, Etc. All of Debtor's right, title and interest in all supplies, fittings, furnishings, and equipment, including, without limitation, computers and computer equipment, transponders, couplings, connectors, wire, cable, including fiber optic cable, antennae, satellite dishes and receivers, audio components, recording equipment, mastering, mixing and duplicating equipment, compact disc players, tape players, record players, sound control units, compact discs, tapes, records, receivers, amplifiers, tape-playing units, music systems and components, music library, furniture and office equipment, promotional material, and other items of any kind ordered, obtained, or possessed by Debtor or for its account, whether

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held by Debtor, by sellers under any contracts for the purchase of equipment or by others, together with any product into which such equipment may be processed, manufactured or assembled and together with all substitutions for said equipment and all parts, instruments, accessories, alterations, modifications, replacements, additions and accessions to said equipment.

(b) Inventory, Etc. All of Debtor's right, title and interest in inventory and stock in trade of Debtor, raw materials, work in progress, materials used or consumed in Debtor's business, finished goods, returned goods and goods traded in.

(c) Accounts, Contract Rights, Etc. All of Debtor's right, title and interest in (i) all accounts and all contract rights, including, without limitation, contracts with record companies and customers, (ii) all chattel paper, (iii) all documents, documents of title, drafts, checks, acceptances, bonds, letters of credit, notes or other negotiable and non-negotiable instruments, including capitalized leases under which Debtor is lessor, bills of exchange, deposits, certificates of deposit, insurance policies and any other writings evidencing a monetary obligation or security interest in or a lease of personal property, whether Debtor is the lessor or lessee thereunder, (iv) all licenses, franchises, leases, contracts or agreements, (v) all general intangibles, including without limitation all judgments, choses in action, United States and foreign patents and patent applications, whether registered or not, United States and foreign trademarks, whether registered or not (and all goodwill associated therewith), trade names, service marks, licenses, United States and foreign common law and statutory copyrights, rights in literary property and the like, whether registered or not, and whether or not used or to be used by Debtor (including, but not limited to, those trademarks, patents and copyrights set forth on Schedule 1 attached hereto), including, with respect to all of said property, without limitation, all rights corresponding thereunder throughout the world, all renewals thereof, all license royalties with respect thereto, all claims for damages, profits and proceeds by reason of past, present and future infringements, and all rights to sue therefor, (vi) computer software, programming formats, designs, models, know-how, trade secrets, rights in proprietary information, formulae, library of original music, customer lists, backlog, orders, subscriptions, catalogues, sales material, inventions and processes, and (vii) all guarantees and other personal property securing the payment or performance of any of the foregoing.

(d) Deposits and Documents. All of Debtor's right, title, and interest in and to books, correspondence, credit files, records, invoices, and other documents, including without limitation all tapes, disks, cards, computer runs and other papers or documents in the possession or control of Debtor; and all balances, credits, deposits, accounts or monies of or in the name of Debtor in the possession or control of, or in transit to, Secured Party, or any Lender, as the case may be.

(e) Investment Property. All of Debtor's right, title and interest in investment property (to the extent not constituting Pledged Stock under the AEI US Pledge Agreement), including, without limitation, all stocks, bonds, debentures, notes, bills, certificates, options, rights, shares, or other securities now or hereafter owned or acquired, all dividends or

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distributions in respect thereof and all brokerage or commodities accounts.

(f) Proceeds and Products. All proceeds (including rents, royalties, and insurance proceeds) and products of any of Debtor's now owned or hereafter acquired goods and other personal property including without limitation the items of property described in paragraphs (a) through (e) above.

3. Transfer of Instruments, Etc. Upon the occurrence of an Event of Default and demand by Secured Party, Debtor agrees to transfer to Secured Party all instruments (including, without limitation, all securities; provided that, the disposition of, and Secured Party's rights with respect to, the Pledged Stock shall be in accordance with the AEI US Pledge Agreement) and chattel paper now or hereafter owned by Debtor. Without limiting the foregoing, if Debtor shall become entitled to receive or shall receive, in connection with any of its securities, any: (i) stock certificate, including without limitation any certificate representing a stock dividend or in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off, split-off or split-up; (ii) option, warrant, or right, whether as an addition to or in substitution or in exchange for any of its securities, or otherwise; (iii) dividend or distribution payable in property, including securities issued by other than the issuer of any of its securities; or (iv) dividends or distributions of any sort; then Debtor shall upon the occurrence of an Event of Default and demand by Secured Party, deliver them forthwith to Secured Party in the exact form received, with, as applicable, Debtor's endorsement when necessary, or appropriate stock powers duly executed in blank, to be held by Secured Party, subject to the terms hereof, as part of the Collateral. This Agreement does not grant Secured Party power to control the voting or disposition of the securities prior to default.

4. Obligations Secured. The security interest in the Collateral is given to secure the full and timely performance by Debtor and each Borrowing Subsidiary of all indebtedness, liabilities and obligations of Debtor and each such Borrowing Subsidiary owing to Secured Party or any Lender or arising under or in any way in connection with the Credit Agreement, any Loan Documents, Approved Swap Agreements between any Borrower and any Lender, or any of the transactions contemplated thereby now existing or hereafter incurred, and all extensions and renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Debtor (or any analogous action taken by any Borrowing Subsidiary), would accrue on such obligations), reimbursement of amounts drawn under Letters of Credit, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owned with others, and whether or not from time to time decreased or extinguished and later increased, created, incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party, or any Lender as a preference, fraudulent transfer, or otherwise, and all obligations of every nature of Debtor now or hereafter existing under this Agreement (all of the foregoing are referred to collectively as the "Obligations").

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5. **Ownership and Liens.** Debtor represents and warrants to Secured Party that (a) Debtor owns the Collateral and is not prohibited by contract or otherwise from subjecting the same to the security interest created hereby; (b) to the best of Debtor's knowledge, there are no material offsets or counterclaims or defenses to payment which may be asserted against Debtor by Debtor's account debtors or payment obligors in respect of the Collateral; and (c) Debtor possesses all trademarks, trade names, service marks, copyrights, patents, patent rights and licenses respecting any of the foregoing set forth on Schedule 1 attached hereto without conflict with the overtly asserted rights or, to the best of Debtor's knowledge, the rights of others. Except as expressly permitted by the Credit Agreement, Debtor will not (i) create or suffer to exist any Lien on the Collateral other than Liens created hereunder; or (ii) Debtor will not sell, transfer, lease, license, or otherwise dispose of any item of Collateral except in the ordinary course of business. Debtor will fully and punctually perform any duty required of it in connection with the Collateral and will not undertake any agreement or otherwise take any action which will impair, damage or destroy Secured Party's rights with respect to the Collateral hereunder or the value thereof. Debtor further agrees that, if, before the Obligations shall have been satisfied in full, Debtor shall obtain rights to any new registered trademarks or copyrights or trademarks or copyrights for which Debtor has applied for registration, the provisions of Section 2 shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

6. **Appointment of Agent.** So long as any Obligation remains unpaid, or Lenders have any commitments under the Credit Agreement, Debtor hereby designates and appoints Secured Party its true and lawful attorney with power irrevocable, for it and in its name, place and stead, after an Event of Default has occurred and is continuing, to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable to Debtor with respect to the Collateral, and in Secured Party's sole discretion to file any claim or take any action or proceeding, or either, in its own name or in the name of Debtor, or otherwise, which Secured Party deems necessary or desirable in order to collect or enforce payment of any and all amounts which may become due or owing with respect to the Collateral. Without limiting the generality of the foregoing, Secured Party shall be entitled to bring any opposition proceeding, cancellation proceedings, or lawsuit in its own name or in the name of Debtor, or otherwise, which Secured Party deems necessary or desirable to protect the intangible Collateral, including, without limitation, the trademarks, patents and copyrights. Anything herein to the contrary notwithstanding, (a) the acceptance of this appointment by Secured Party shall not obligate it to perform any duty, covenant or obligation required to be performed by Debtor under or by virtue of the Collateral or to take any action in connection therewith; (b) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if the this Agreement had not been executed; and (c) the exercise by Secured Party of any of its rights hereunder, shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral. Secured Party may also execute, on behalf of Debtor, any financing statements or other instruments which in its opinion may be necessary or desirable to perfect or protect its position with respect to the Collateral. Without limiting the generality of

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the foregoing, Secured Party is authorized at any time to exercise any right of Debtor, or enforce any obligation owed to Debtor pursuant to the terms of any agreements to which Debtor is a party or in which it has any beneficial interest. Secured Party may, in its sole discretion, perform any obligation of Debtor under any of Debtor's contracts or in respect of any of Debtor's accounts, and any expenses incurred in such performance shall bear interest from the date incurred until repaid by Debtor at a per annum rate equal to the Default Rate. Any such amounts shall be secured hereby and shall be repaid by Debtor on demand.

7. **Taxes.** Debtor will pay before delinquency any Taxes which are or may become through assessment or distraint or otherwise a lien or charge on the Collateral and will pay any Tax which may be levied on any Obligation secured hereby, except any Tax whose validity or amount is being contested in good faith by appropriate proceedings upon stay of execution of the enforcement thereof and with provision having been made to the satisfaction of Secured Party for the payment thereof in the event the contest is determined adversely to Debtor.

8. **Debtor's Place of Business; Location of Records and Collateral.** Debtor represents that the address set forth below its signature to this Agreement is and will remain its principal place of business and the location of its chief executive offices and the address at which it will keep its records concerning the Collateral. Debtor represents that it has not done business under any name other than those assumed names disclosed on Schedule 2 attached hereto. From time to time, promptly upon request, Debtor will advise Secured Party of each location where any tangible Collateral is located. Debtor will not move the location of its chief executive offices without at least 30 days' advanced written notice to Secured Party. Debtor will maintain not less than 85% of its inventory in California, Florida, Georgia, Illinois, New York, Texas and Washington and at the addresses set forth in Schedule 3. Debtor will not do business under any assumed name not disclosed on Schedule 2 attached hereto unless Debtor shall have given at least 30 days' prior written notice to Secured Party. In the event of any such change, Debtor will execute such further documents as Secured Party may reasonably request such that Secured Party's security interest in the Collateral continues at all times to be perfected as a lien of first priority (subject only to such exceptions as are permitted under the Credit Agreement).

9. **Books and Records; Inspection.** Debtor agrees to maintain full and accurate books of account prepared and maintained in accordance with GAAP, to the extent applicable, covering the Collateral and to make available, upon request, to Secured Party, and to deliver promptly, upon request, to Secured Party after the occurrence and during the continuation of an Event of Default, such of the books and records as relate to the Collateral including, without limitation, all of the invoices, shipping documents, contracts, orders, order acknowledgments, correspondence and other instruments, electronically stored materials and papers in Debtor's possession relating to the Collateral. Secured Party (and any Lender) shall at all reasonable times have free access to Debtor's ledgers, books of account and other written or electronic records evidencing or relating to the Collateral and the right to make and retain copies or memorandum of same, and shall, after the occurrence and during the continuation of an Event of Default, have the right to be present at Debtor's place of business to receive all communications

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and remittances relating to the Collateral.

10. Collections of Accounts. Until contrary notice is given by Secured Party, Debtor is specifically authorized to enforce and collect the Collateral described in Section 2(c) above in such manner as shall be commercially reasonable, to accept the return of goods and to reclaim, withhold or repossess goods as an unpaid seller or lessor, as the case may be. Until receipt of such notice, Debtor agrees to collect the payments upon or from said Collateral, at Debtor's expense, with due diligence. After the occurrence and during the continuation of an Event of Default, upon notification by Secured Party to Debtor to cease collecting upon said Collateral, Secured Party will proceed to collect said Collateral in a commercially reasonable manner and may deduct from the proceeds its reasonable expenses of collection. Secured Party is authorized to receive in full satisfaction of any obligor's obligation to Debtor a commercially reasonable sum less than the face amount thereof. Debtor agrees that if any sums are received by it in respect to the Collateral after such notification by Secured Party, such sums shall be received in trust by Debtor and immediately shall be paid over by Debtor to Secured Party. Debtor agrees to hold Secured Party harmless from any claim, loss or damage caused by any failure to collect any obligation or to enforce any contract or by any act or omission on the part of Secured Party, its agents and employees, relating to the Collateral except for Secured Party's willful misconduct or gross negligence. The covenant set forth in the preceding sentence shall survive the termination of this Agreement.

11. Maintenance of Collateral; Insurance.

(a) Debtor will keep the tangible Collateral in good repair, subject to ordinary wear and tear and subject to Debtor's reasonable business decisions respecting obsolete and excess assets, and Secured Party may inspect the Collateral at reasonable times and intervals and may for this purpose enter any premises upon which the Collateral is located, including, but not limited to, Debtor's facilities.

(b) Debtor will continuously maintain, or cause to be continuously maintained, insurance on all tangible Collateral by an insurer reasonably satisfactory to Secured Party against such risks, in such amounts, and with such terms as are required of the insurance to be maintained by Debtor under the Credit Agreement. The Secured Party shall be named as a loss payee on all such policies, and all such policies shall provide that they are not cancelable without thirty (30) days' prior written notice to the Secured Party.

(c) The Debtor shall give the Secured Party written notice of the due date, the amount, and the payment by Debtor of any maintenance fee, or any other amounts to be paid to the United States Patent and Trademark Office, the United States Copyright Office or any other federal or state governmental agency in respect of any material trademarks, patents or copyrights subject to such fees. Each such notice shall be delivered to Secured Party no later than forty-five (45) days before the date that any such fee is due and payable. The Debtor agrees to pay the required fees and all related amounts to the appropriate office or agency prior to the date upon

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which delivery is due to Secured Party of the notice herein required. If the Debtor fails to pay timely the required amount, the Secured Party may itself, in its discretion, pay such fees and other amounts. Upon receipt of a request for reimbursement from the Secured Party, the Debtor shall immediately and fully reimburse the Secured Party for such fees and related amounts to the extent paid by the Secured Party. All such amounts shall bear interest until repaid, at the Reference Rate if paid other than after the occurrence and during the continuance of an Event of Default, and at the Default Rate if paid after the occurrence and during the continuance of an Event of Default and shall be deemed a part of the Obligations secured hereby.

12. Compliance With Laws. Debtor will ensure that its use of the Collateral will comply in all material respects with all applicable laws, ordinances, and regulations of Governmental Authorities.

13. Waivers. This Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms and conditions hereof shall be effective unless in writing signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance by Debtor shall constitute a waiver as to any required performance or other obligations of Debtor hereunder.

14. Release of Collateral, Etc. The obligations of Debtor shall not be affected by the release or substitution of any collateral or by the release of or any renewal or extensions of time to any party to any instrument, obligation or liability secured hereby or to which Debtor is a party. Secured Party shall not be bound to resort to or exhaust its recourse or to take any action against other parties or other collateral. Debtor hereby waives presentment, demand, protest, notice of protest and notice of non-acceptance or non-payment with respect to any indebtedness, obligation or liability secured hereby.

15. Further Assurances. Debtor, at its sole cost and expense, will at any time and from time to time hereafter (a) execute such financing statements and other instruments and perform such other acts as may be necessary or as Secured Party may reasonably request to establish and maintain the security interests herein granted by Debtor to Secured Party and the priority and continued perfection thereof; (b) obtain and promptly furnish to Secured Party evidence of all such Government Approvals as may be required to enable Debtor to comply with its obligations under this Agreement; and (c) execute and deliver all such other instruments and perform all such other acts as Secured Party may reasonably request to carry out the transactions contemplated by this Agreement.

16. Expenses Incurred by Secured Party. Secured Party is not required to, but may, at its option, pay any Tax, insurance premium, filing or recording fees, or other charges payable by Debtor hereunder and any such amount shall bear interest from the date of payment until repaid, at the Reference Rate if paid other than after the occurrence and during the continuance of an Event of Default, and at the Default Rate if paid after the occurrence and during the continuance of an Event of Default and shall be deemed a part of the Obligations

secured hereby. Such amounts shall be repayable by Debtor on demand and Debtor's obligation to make such repayment shall constitute an additional Obligation secured hereby.

17. Assignment. Secured Party may transfer as collateral security the whole or any part of the Collateral to any successor Agent under the Credit Agreement and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee to the extent of such assignment.

18. General Remedies. If an Event of Default shall occur, Secured Party shall have all remedies provided by law and, without limiting the generality of the foregoing or the remedies provided in any other paragraph hereof, shall have the following remedies:

(a) The remedies of a secured party under the UCC; and

(b) The right to make notification and pursue collection or, at Secured Party's option, to sell all or part of the Collateral and make application of all proceeds or sums due on the Collateral in accordance with the Credit Agreement; and

(c) The right to enter any premises where any of the Collateral is situated and take possession of such Collateral without notice or demand and without legal proceedings; and

(d) The right to exercise and enforce all of Debtor's rights under any contracts or any other agreement to which Debtor is a party or of which Debtor is a beneficiary; and

(e) All other remedies which may be available in law or equity.

At the request of Secured Party, Debtor will assemble the tangible Collateral and make it available to Secured Party at a place designated by Secured Party. To the extent that notice of sale shall be required by law to be given, Debtor agrees that a period of ten (10) days from the time the notice is sent shall be a commercially reasonable period of notification of a sale or other disposition of Collateral by Secured Party, and that any notice or other communication from Secured Party to Debtor pursuant to this Agreement or required by any statute may be given to Debtor as provided in the Credit Agreement. Debtor agrees to pay on demand the amount of all expenses incurred by Secured Party in protecting and realizing on the Collateral and Debtor further agrees that if this Agreement or any Obligation is referred to an attorney for protecting or defending the priority of Secured Party's interest in the Collateral or for collecting or realizing thereon, Debtor shall pay all of Secured Party's expenses, including without limitation, reasonable attorneys' fees and costs, expenses of title search, all court costs, and all costs of public officials, and Debtor further agrees that its obligation to pay such amounts shall bear interest from the date such expenditures are made by Secured Party until repaid at the Default Rate and shall be secured hereby. Debtor agrees to pay any deficiency remaining after collection or realization by Secured Party on the Collateral.

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19. Securities Remedies. Other than with respect to the Pledged Stock, the disposition of which shall be pursuant to the AEI US Pledge Agreement, if an Event of Default shall occur and if Secured Party shall elect to exercise its right to sell or otherwise dispose of all or any part of the Collateral constituting securities, Debtor recognizes that Secured Party may be unable or may deem it unadvisable to effect a public sale of all or a part of the securities and may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to acquire the securities for their own account, for investment and not with a view to the distribution or resale thereof. Debtor acknowledges that any such private sales may be at prices and on terms less favorable to Secured Party than those of public sales, and agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to delay sale of any securities to permit the issuer thereof to register such securities for public sale under the Securities Act of 1933, as amended. Debtor will promptly deliver to Secured Party all written notices, and will promptly give Secured Party written notice of any other notices, received by it with respect to the securities. Following the occurrence of an Event of Default hereunder and upon request of Secured Party, Debtor will deliver to Secured Party irrevocable proxies with respect to the securities in form satisfactory to Secured Party. Until receipt thereof, this Agreement shall constitute Debtor's proxy to Secured Party or its nominee to vote all shares of the securities then registered in Debtor's name following the occurrence of such an Event of Default.

20. Hold Harmless. Debtor will indemnify and hold Secured Party, Lenders and each of their agents, successors, heirs and assigns (each an "Indemnified Party") harmless from all liability, loss, damage or expense, including reasonable attorneys' fees and costs, that the Indemnified Party may incur resulting from, arising out of or relating to the Indemnified Party's efforts to comply with or enforce the terms of this Agreement or the Obligations. The covenants set forth in this Section 20 shall survive the termination of this Agreement.

21. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington except where the location of Collateral requires that the creation, validity, perfection, or enforcement of the security interests provided for herein may be governed by the laws of the jurisdiction where such Collateral is located. Debtor hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Seattle, Washington, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement.

22. Release of Security Interests. Upon the termination of each Lender's obligation under the Credit Agreement, payment in full of each Loan, each Note, advances in respect of Letters of Credit, payment in full of any other Obligation and performance of all other obligations of Debtor under this Agreement and the other Loan Documents, Secured Party shall, upon the written request of Debtor and at the sole cost and expense of Debtor, execute and deliver to Debtor change statements terminating all UCC Financing Statements filed hereunder and shall deliver to Debtor possession of all Collateral held by Secured Party. As used herein

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"all other obligations of Debtor" shall not include the obligation to indemnify Secured Party, Lenders, or any other indemnified party, unless (a) facts and circumstances are then known which in the reasonable opinion of the Indemnified Party could reasonably be expected to give rise to an obligation owing by Debtor to make an indemnity payment; and (b) Debtor has not bonded its indemnity obligations or otherwise provided for the payment thereof in a manner reasonably satisfactory to the Indemnified Party.

IN WITNESS WHEREOF, Debtor has executed this Agreement as of the date and year first above written.

DEBTOR: AEI MUSIC NETWORK INC

By _____
Its CHIEF FINANCIAL OFFICER

Address: 900 East Pine Street
Seattle, Washington 98122
Attn: Michael K. Matysik
Telefax: (206) 329-1401

SCHEDULES

Schedule 1 - Trademarks, Tradenames, Copyrights, Patents and Other Intellectual Property
Schedule 2 - Assumed Business Names
Schedule 3 - Locations of Inventory

23784-4.SEC.agm
Seattle

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SCHEDULE 1

TRADEMARKS, TRADENAMES, COYPRIGHTS, PATENTS AND OTHER INTELLECTUAL PROPERTY

Trademark/Tradename Copyrights, Patents, Other	Countries	Registration No.	Issue Date

23784 4 SEC.agm
Seattle

SCHEDULE 2

ASSUMED BUSINESS NAMES

AEI Music

TRADEMARK
REEL: 1864 FRAME: 0662

SCHEDULE 3

LOCATIONS OF INVENTORY

Address: 3848 Del Amo Blvd. #304
Torrance, CA 90503
County: Los Angeles

Address: 1507 West Yale Avenue
Orange, CA 92867
County: Orange

Address: 1192 Cherry Avenue
San Bruno, CA 94066
County: San Mateo
State: **California**

Address: N/A
County:
State: **Florida**

Address: 6375 Regency Pkwy, Suite 720
Norcross, GA 30071
County: Gwinnett
State: **Georgia**

Address: 610 Oakmont Lane
Westmont, IL 60559
County: DuPage
State: **Illinois**

Address: 2643 Grand Avenue
Bellmore, NY 11710
County: Nassau
State: **New York**

Address: 3010 LBJ Freeway, Suite 1200
Dallas, TX 75234

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Seattle

TRADEMARK
REEL: 1864 FRAME: 0663

County: Dallas
State: **Texas**

Address: 900 East Pine Street
Seattle, WA 98122
County: King
State: **Washington**

TRADEMARK
REEL: 1864 FRAME: 0664

Schedule 1

AEI MUSIC NETWORK INC.

TRADEMARKS, TRADENAMES, COPYRIGHTS, PATENTS AND OTHER INTELLECTUAL PROPERTY

December 15, 1998

1. Trademarks and Tradenames

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
AEI ITU	ARGENTINA			Classes 38 and 41
AEI ITU	BRAZIL			Classes 9, 38, 41
AEI ITU	CANADA			Wares/Services: pre-recorded DVD's and other fixed analog and digital media featuring music, entertainment and information pertaining to the music and entertainment industries; computer software in the field of music, entertainment and information pertaining to the music and entertainment industries; computer games; computer hardware; players, networks and storage devices for such media, namely, computers, DVD players and other fixed and broadcast and retrieval media devices; transmission of music and video programming via global communication networks, wide-area communications networks and/or local area communications networks; television broadcasting services; consulting and support services in the field of computer software, hardware, and network systems; providing on-line interactive databases in the field of music and information pertaining to the music and entertainment industries
AEI USE	CANADA			Wares/Services: Audio, video and audio/visual equipment and pre-recorded media, namely satellite and FM tuners; satellite dishes, transmitters and receivers; low noise block converters for satellite dishes, alignment sending units and receiving units for satellite dishes; audio tapes cartridges featuring music and information pertaining to the music and entertainment industries; optical discs; blank magnetic data carriers; pre-recorded CDs, video tapes and laser discs featuring music and information pertaining to the music and entertainment industries, musical performances, sports, fashion, travel, children's, young adults, and adult programming; players and storage devices for such media, namely audio cartridge tape players; compact disc players; laser disc player; video disc and cassette players; video cassette recorders; music, paging, intercom and video systems; audio and audio special effects systems; audio

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MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
				broadcasting services; video broadcasting services; radio transmission services; electronic transmission of audio and video data and signals; music and entertainment services provided by means of transmission of audio and visual data and signals by satellite, wireless, radio broadcast, telephonic and cable transmission; audio-on-demand and video-on-demand transmission services; paging services; and rental of telecommunications equipment; music and entertainment services, namely music and entertainment services provided by means of rental and leasing of pre-recorded audio and video tapes, cassettes, compact discs, laser discs, and DVDs, and sound recordings, and by means of distribution of signals via satellite, radio broadcast, telephonic and cable transmission; music programming services; audio and video programming services; production and distribution of audio and video broadcasting, audio and video programming, tapes, cassettes, discs and records; distributorship services in the field of electronic systems, communication systems, paging, signal systems, audio, video, and lighting systems; rental and leasing of audio and video playing equipment, rental and leasing of audio and audio special effects systems, communication systems, electronic systems, paging systems, signalling systems, and lighting systems; rental and leasing of equipment for use in the transmission and reception of satellite, radio, telephonic and cable signals; interior and exterior audio, video and music programming services; design, fabrication, engineering, procurement, assembly and installation of customized audio, audio special effects, video, music, intercom, paging and lighting equipment and systems; leasing of computer systems; providing access time to audio and video broadcasting; service, training and maintenance relating to audio, audio special effects, video, music, intercom, paging and lighting equipment and systems
AEI	CHINA			Classes 9, 38, 41 and 42
AEI ITU	COLOMBIA			Classes 9, 38 and 41
AEI	EU/CTM	203869 04/01/96		Class 9: Pre-recorded tapes, cassettes, records, video tapes, and discs; tape players; disc players; record players; video players; magnetic data carriers, recording disks; satellite receivers; satellite dishes; community and low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; telecommunications equipment; antennas; parabolic antennas; clock antennas; low noise amplifiers; alignment sending units and end-fire antennas; receiving units for satellite dishes Class 37: Providing installation, maintenance and repair of electrical and electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems Class 38: Telecommunications services; radio broadcasting services;

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
				satellite music broadcasting services; transmission of radio and music programming Class 39: Distribution of audio and video programs, tapes, cassettes, discs and records; distributorship services in the field of electronic systems; communication systems, paging, signal systems, audio, video systems and lighting systems Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges, cassettes, video tapes and discs and by means of the distribution of signals via satellite; education; providing of training; sporting and cultural activities; production and distribution of radio programming; production and distribution of music programming; production and distribution of audio and video programs, tapes, cassettes, discs and records; rental and leasing of audio and video tapes, cassettes, discs and records; rental and leasing of audio and video playing equipment Class 42: Design services and distributorship services both in the field of electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems
AEI	HONG KONG			Classes 9, 38, 41 and 42
AEI	INDONESIA			Classes 9, 38, 41 and 42
AEI	KOREA			Classes 9, 38, 41 and 42
AEI	MEXICO			Classes 9, 38, 41 and 42
AEI	TAIWAN			Classes 9, 38, 41 and 42

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
AEI Class 9 – ITU	USA	75/489,637 05/22/98		Class 9: Pre-recorded DVD's and other fixed analog and digital media featuring music, entertainment and information pertaining to the music and entertainment industries; computer software in the field of music, entertainment and information pertaining to the music and entertainment industries; computer games; computer hardware; players, networks and storage devices for such media namely, computers, DVD players and other fixed and broadcast and retrieval media devices
AEI Class 9 – USE	USA	75/502,289 06/15/98		Class 9: Audio, video and audio/visual equipment and pre-recorded media, namely: satellite and FM tuners; satellite dishes, transmitters and receivers; low noise block converters for satellite dishes, alignment sending units and receiving units for satellite dishes; audio tape cartridges featuring music and information pertaining to the music and entertainment industries; optical discs; blank magnetic data carriers; pre-recorded CDs, video tapes and laser discs featuring music and information pertaining to the music and entertainment industries, musical performances, sports, fashion, travel, children's, young adults, and adult programming; players and storage devices for such media, namely: audio cartridge tape players; compact disc players; laser disc players; video disc and cassette players; video cassette recorders; music, paging, intercom and video systems; audio and audio special effects systems
AEI Class 38 – ITU	USA	75/489,640 05/22/98		Class 38: Transmission of music and video programming via global communications networks, wide-area communications networks and/or local area communications networks; television broadcasting services

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
AEI Class 38 – USE	USA	75/502,428 06/15/98		Class 38: Audio broadcasting services; video broadcasting services; radio transmission services; electronic transmission of audio and visual data and signals; music and entertainment services provided by means of transmission of audio and visual data and signals by satellite, wireless, radio broadcast, telephonic and cable transmission; audio-on-demand and video-on-demand transmission services; paging services; and rental of telecommunications equipment
AEI Class 41 – USE	USA	75/502,000 06/15/98		Class 41: Music and entertainment services, namely, music and entertainment services provided by means of rental and leasing or pre-recorded audio and video tapes, cassettes, compact discs, laser discs, and DVDs, and sound recordings, and by means of distribution of signals via satellite, radio broadcast, telephonic and cable transmission; music programming services; audio and video programming services; production and distribution of audio and video broadcasting, audio and video programming, tapes, cassettes, discs and records; distributorship services in the field of electronic systems, communication systems, paging, signal systems, audio, video, and lighting systems; rental and leasing of audio and video playing equipment; rental and leasing of audio and audio special effects systems, communication systems, electronic systems, paging systems, signaling systems, and lighting systems; rental and leasing of equipment for use in the transmission and reception of satellite, radio, telephonic and cable signals
AEI Class 42 – ITU	USA	75/489,638 05/22/98		Class 42: Consulting and support services in the field of computer software, hardware, and network systems; providing on-line interactive databases in the field of music and information pertaining to the music and entertainment industries
AEI Class 42 – USE	USA	75/502,008 06/15/98		Class 42: Interior and exterior audio, video and music programming services; design, fabrication, engineering, procurement, assembly and installation of customized audio, audio special effects, video, music, intercom, paging and lighting equipment and systems; leasing of computer systems; providing access time to audio and video broadcasting; service, training and maintenance relating to audio, audio special effects, video, music, intercom, paging, and lighting equipment and systems
AEI ITU	VENEZUELA			Classes 9, 38, 41
AEI (and Design)	CANADA	535,867 02/01/85	313,486 04/18/86	Wares: Pre-recorded tape cartridges and cartridge tape players; services: pre-recorded tape cartridge leasing services
AEI (and Design)	USA	73/195,382 12/04/80	1,136,639 06/03/80	Class 9: Pre-recorded tape cartridges and cartridge tape Class 41: Pre-recorded tape cartridge leasing services
AEI (and Design)	USA	292,222	1,248,178	Class 9: Pre-recorded tape cartridges and cartridge tape players

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
		01/08/81	08/16/83	Class 41: Pre-recorded tape cartridge leasing services
AEI MUSIC ITU	ARGENTINA			Class 9:
AEI MUSIC	CHINA			Classes 9, 38, 41 and 42
AEI MUSIC	HONG KONG			Classes 9, 38, 41 and 42
AEI MUSIC	INDONESIA			Classes 9, 38, 41 and 42
AEI MUSIC	JAPAN			Classes 9, 38, 41 and 42
AEI MUSIC	KOREA			Classes 9, 38, 41 and 42
AEI MUSIC	MEXICO			Classes 9, 38, 41 and 42
AEI MUSIC	TAIWAN			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	AUSTRALIA	628,008 04/24/94 Priority date: 4/21/94	628,008 04/21/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in Class 9
AEI MUSIC (and Design)	AUSTRALIA	628009 04/21/94	B628009 04/21/94	Class 41: Pre-recorded tape cartridges and by means of the distributions of signals via satellite
AEI MUSIC (and Design)	AUSTRIA	AM 1992/94 04/25/94	154,245 09/01/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distributions of signals via satellite; and all other services in International Class 41
AEI MUSIC (and Design)	BENELUX	825789 04/20/94	553039 04/20/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite; and all other services in International Class 41

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
AEI MUSIC (and Design)	CANADA	662,878 07/30/90	396,989 04/10/92	Wares: (1) Satellite receivers, satellite dishes, low noise block converters for satellite dishes, and alignment sending units and receiving dishes. (2) Satellite receivers, satellite dishes, low noise block converters for satellite dishes, and alignment sending units and receiving units for satellite dishes. Services: Design services and distributorship services both in the field of electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems
AEI MUSIC (and Design)	CHINA			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	EU/CTM	203935 04/01/96		Class 9: Pre-recorded tapes, cassettes, records, video tapes, and discs; tape players; disc players; record players; video players; magnetic data carriers, recording disks; satellite receivers; satellite dishes; community and low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; telecommunications equipment; antennas; noise amplifiers; alignment sending units and end-fire antennas; receiving units for satellite dishes Class 37: Providing installation, maintenance and repair of electrical and electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems Class 38: Telecommunications services; radio broadcasting services; satellite music broadcasting services; distribution of music and entertainment via satellite; transmission and distribution of radio programming and music programming Class 39: Distribution of audio and video programmes, tapes, cassettes, discs and records; distributorship services in the filed of electronic systems, communication systems, paging, signal systems, audio, video, and lighting systems Class 41: Music and entertainment services; leasing of records, pre-recorded tape cartridges, cassettes, video tapes and discs, educational and training services, organization of sporting and cultural activities; production of radio programming; production of music programming; production of audio and video programs, tapes, cassettes, discs and records; rental and leasing of audio and video tapes, cassettes, discs and records; rental and leasing of audio and video playing equipment Class 42: Design services and consultancy services in the field of electronic systems, communication systems, paging, signaling systems, audio, video and lighting systems
AEI MUSIC (and Design)	DENMARK	VA 02.899 1994 04/20/94	VR 03.257 1997 08/01/97	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in International Class 9

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
				Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite; and all other services in International Class 41
AEI MUSIC (and Design)	FRANCE	94/518847 05/04/94	94/518847 05/04/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distributions of signals via satellite; and all other services in International Class 41
AEI MUSIC (and Design)	GERMANY	A 56 8817/9 Wz 05/18/94	2 093 782 03/28/95	Class 9: Electric apparatus and instruments, in particular telecommunications equipment, antennas, satellite dishes, parabolic antennas, block antennas, community and block converters for satellite dishes; low-noise amplifiers; alignment sending units and end-fire antennas; receiving units for satellite dishes; apparatus for recording, transmitting and reproducing sound, image and data, in particular tape recorder and record player; magnetic data carriers, records, optical disks, tape cassettes, video tapes, all aforesaid goods also with sound, image or data recording
AEI MUSIC (and Design)	HONG KONG			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	INDONESIA			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	JAPAN			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	KOREA			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	MEXICO			Classes 9, 38, 41 and 42
AEI MUSIC (and Design)	NEW ZEALAND	236,229 04/21/94		Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in Class 9
AEI MUSIC (and Design)	NEW ZEALAND	236,230 04/21/94	236,230 09/07/98	Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite; and all other services in Class 41
AEI MUSIC (and Design)	NORWAY	94.2361 04/21/94	180.471 03/13/97	Class 9: Apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; compact discs; digital

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				versatile discs; pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes, not including the following items: electric wires and cables and joints, connectors and terminations therefor. Class 41: Entertainment; sporting and cultural activities; creation, compilation, arrangement and production of music and entertainment programming; music and entertainment programs transmitted by way of satellite; leasing of pre-recorded audio cassette tapes, compact discs, and digital versatile discs, containing music and entertainment programming. [Note that goods/services description was amended per agreement with Associated Electrical.]
AEI MUSIC (and Design)	SWEDEN	94-4258 04/20/94	301,776 05/09/95	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite; and all other services in International Class 41
AEI MUSIC (and Design)	SWITZERLAND	2829/1994.2 04/26/94	422997 04/26/94	Class 9: Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments, apparatus for recording, transmission and reproduction of sound or images; cartridge tape players, pre-recorded tape cartridges; magnetic data carriers, recording disks; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire extinguishing apparatus Class 41: Education; providing of training; entertainment including music and entertainment performances provided by means of releasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite; sporting and cultural activities
AEI MUSIC (and Design)	TAIWAN			Classes 9, 38, 41 and 42

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
AEI MUSIC (and Design)	UK	1569443 04/20/94	1569443 04/20/94	Class 9: Pre-recorded tapes and discs; audio playing equipment; disc players; tape players; amplifiers; loudspeakers; bass boxes; microphones; floor stands; equipment racks for holding audio playing equipment, tapes and CDs; time clocks; tuners; automatic message playback machines, batteries; juke boxes; parts and fittings for all the aforesaid goods; all included in Class 9; but not including electric cables
AEI MUSIC (and Design)	UK	1569444 04/20/94	1569444 04/20/94	Class 41: Production and distribution of audio and video programs, tapes, disks and records; rental and leasing of audio and video tapes, disks, and records; rental and leasing of audio and video playing equipment
AEI MUSIC (and Design)	USA	73/786,080 03/13/89	1,586,576 03/13/90	Class 9: Satellite receivers, satellite dishes, low noise block converters for satellite dishes, and alignment sending units and receiving units for satellite dishes Class 38: Satellite music broadcasting services
AEI MUSIC (and Design)	USA			Classes 9, 16, 38, 41 and 42:
AEI MUSIC (and Design)	USA	74/016,144 01/03/90	1,617,971 10/16/90	Class 37: Providing the installation, maintenance, and repair of electrical and electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems Class 42: For design services and distributorship services both in the field of electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems
AEI REDIFFUSION MUSIC	AUSTRIA	AM 2160/94 05/03/94	154 247 09/30/94	Class 9: All goods in Class 9, including pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes Class 41: Education; providing of training; music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distributions of signals via satellite; sporting and cultural activities
AEI REDIFFUSION MUSIC	BENELUX	826061 05/03/94	550171 05/03/94	Class 9: Pre-recorded tapes and discs; tape players; disc players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods Class 41: Music and entertainment services provided by means of the leasing or pre-recorded tape cartridges and by means of the distributions of signals via satellite; and all other services
AEI REDIFFUSION MUSIC	CHINA			Classes 9, 38, 41 and 42
AEI REDIFFUSION	EU/CTM	203919		Class 9: Pre-recorded tapes, cassettes, records, video tapes, and discs;

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
MUSIC		04/01/96		tape players; disc players; record players; video players; magnetic data carriers, recording disks; satellite receivers; satellite dishes; community and low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; telecommunications equipment; antennas; parabolic antennas; clock antennas; low noise amplifiers; alignment sending units and end-fire antennas; receiving units for satellite dishes Class 37: Providing installation, maintenance and repair of electrical and electronic systems, communication systems, paging, signaling systems, audio systems, video systems and lighting systems Class 38: Telecommunications services; radio broadcasting services; satellite music broadcasting services; distribution of music and entertainment via satellite; transmission and distribution of radio programming and music programming Class 39: Distribution of audio and video programs, tapes, cassettes, discs and records; distributorship services in the field of electronic systems, communication systems, paging, signal systems, audio, video and lighting systems Class 41: Music and entertainment services; leasing of records, pre-recorded tape cartridges, cassettes, video tapes and discs, educational and training services, organization of sporting and cultural activities; production of radio programming; production of music programming; production of audio and video programs, tapes, cassettes, discs and records; rental and leasing of audio and video tapes, cassettes, discs and records; rental and leasing of audio and video playing equipment Class 42: Design and consultancy services in the field of electronic systems, communication systems, paging, signaling systems, audio, video and lighting systems.
AEI REDIFFUSION MUSIC	DENMARK	VA 03.106 1994 04/27/94	VR 03.258 1997 08/01/97	Class 9: Pre-recorded tapes and discs; tape players; disc players; satellite receivers; satellite dishes, low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes, and all goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite, and all services in International Class 41
AEI REDIFFUSION MUSIC	FRANCE	94/518846 05/04/94	94/518846 05/04/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distributions of signals via satellite, in International Class 41
AEI REDIFFUSION	GERMANY	A 56 894/9 Wz	2093780	Class 9: Electric apparatus and instruments, in particular, telecommunications equipment, antennas, satellite dishes, parabolic

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
MUSIC		05/04/94	03/28/95	antennas, block antennas, community and block converters for satellite dishes; low-noise amplifiers; alignment sending units and end-fire antennas; receiving units for satellite dishes; apparatus for recording, transmitting and reproducing sound, image and data, in particular tape recorder and record players, magnetic data carriers, records, optical disks, tape cassettes, video tapes, all aforesaid goods also with sound, image or data recording. Class 36: Music and entertainment services provided by means of leasing of pre-recorded tape cartridges. Class 38: Music and entertainment services provided by means of distribution of signals via satellite. Class 41: Music and entertainment services.
AEI REDIFFUSION MUSIC	HONG KONG			Classes 9, 38, 41 and 42
AEI REDIFFUSION MUSIC	JAPAN			Classes 9, 38, 41 and 42
AEI REDIFFUSION MUSIC	KOREA			Classes 9, 38, 41 and 42
AEI REDIFFUSION MUSIC	NORWAY	94.2503 04/27/94	180.331 03/06/97	Class 9: Apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; compact discs; digital versatile discs; pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes, not including the following items: electric wires and cables and joints, connectors and terminations therefor. Class 41: Entertainment; sporting and cultural activities; creation, compilation, arrangement and production of music and entertainment programming; music and entertainment programs transmitted by way of satellite; leasing of pre-recorded audio cassette tapes, compact discs, and digital versatile discs, containing music and entertainment programming. [Note that goods/services description was amended per agreement with Associated Electrical.]
AEI REDIFFUSION MUSIC	SWEDEN	94-4602 04/27/94		Class 9: Pre-recorded tapes and disks; tape players; disk players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite
AEI REDIFFUSION	SWITZERLAND	2855/1994.3	422657	Class 9: Scientific, nautical, surveying, electric, photographic,

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
MUSIC		04/27/94	04/27/94	cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments, apparatus for recording, transmission and reproduction of sound or images; cartridge tape players, pre-recorded tape cartridges; magnetic data carriers, recording disks; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire extinguishing apparatus Class 41: Education; providing of training; entertainment including music and entertainment performances provided by means of releasing of pre-recorded tape cartridges and by means of the distribution of signals via satellite; sporting and cultural activities
AEI REDIFFUSION MUSIC	UK	1570191 04/27/94	1570191 12/13/96	Class 9: Pre-recorded tape cartridges, cartridge tape players
AEI REDIFFUSION MUSIC	UK	1570192 04/27/94	1570192 10/25/96	Class 41: Production and distribution of audio and video programs, tapes, disks and records; rental and leasing of audio and video tapes, disks, and records; rental and leasing of audio and video playing equipment.
AEI REDITUNE MUSIC	AUSTRIA	AM 2034/94 04/26/96	154,246 09/01/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; and all other goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distributions of signals via satellite
AEI REDITUNE MUSIC	BENELUX	826062 04/26/94	549732 04/26/94	Class 9: Pre-recorded tape cartridges; cartridge tape players; satellite receivers; satellite dishes; low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes, and all other goods in International Class 9 Class 41: Music and entertainment services provided by means of the leasing of pre-recorded tape cartridges and by means of the distributions of signal via satellite
AEI REDITUNE MUSIC	EU/CTM	203901 04/01/96		Class 9: Audio and video apparatus and instruments; pre-recorded tapes, cassettes, records, video tapes, and discs; tape players; disc players; record players; video players; magnetic data carriers, recording disks; satellite receivers; satellite dishes; community and low noise block converters for satellite dishes; alignment sending units and receiving units for satellite dishes; telecommunications equipment; antennas; parabolic antennas; clock antennas; low noise amplifiers; alignment sending units and end-fire antennas; receiving units for satellite dishes Class 37: Installation, maintenance and repair for electrical and

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
				electronic systems, communication systems, paging and signaling systems, audio, video and lighting systems Class 38: Telecommunications services; radio broadcasting services; satellite music broadcasting services; video and audio broadcasting services; distribution of music and entertainment via satellite; transmission and distribution of radio programming and music programming Class 39: Distribution of audio and video programs, tapes, cassettes, discs and records; distributorship services in the field of electronic systems, communication systems, paging, signal systems, audio, video systems and lighting systems Class 41: Music and entertainment services; leasing of records, pre-recorded tape cartridges, cassettes, video tapes and discs; educational and training services, organization of sporting and cultural activities; production of radio programming; production of music programming; production of audio programming; production of video programming; production of audio and video programs, tapes, cassettes, discs and records; rental and leasing of audio and video tapes, cassettes, discs and records; rental and leasing of audio and video playing equipment Class 42: Design and consultancy services and distributorship services in the field of electronic systems, communication systems, paging, signaling systems, audio, video, music and lighting systems
AEI REDITUNE MUSIC	GERMANY	A 56 836/9 Wz 04/28/94	2 093 779 03/28/95	Class 9: All goods in Class 9, including tape recorders and record players; magnetic data carriers, records, optical disks, taped cassettes, video tapes, all aforesaid goods also with sound, image or data recording Class 36: Music and entertainment services provided by means of leasing of pre-recorded tape cartridges Class 38: Music and entertainment services provided by means of distribution of signals via satellite Class 41: Music and entertainment services
AEI REDITUNE MUSIC	HONG KONG			Classes 9, 38, 41 and 42
AUDIO ENVIRONMENTS INC.	CANADA	535,869 02/01/85	312,425 03/14/86	Wares: pre-recorded tape cartridges and cartridge tape players Services: pre-recorded tape cartridge leasing services
AUDIO ENVIRONMENTS INC.	USA	195,381 12/04/78	1,138,639 08/12/80	Class 9: Pre-recorded tape cartridges and cartridge tape players Class 41: Pre-recorded tape cartridges leasing services
AUDIO AD	UK	1,569,765 04/23/94		Class 9: Pre-recorded audio tapes and discs; and all other goods
AUDIO AD	UK	1,439,924		Class 35: Advertising services; script writing; special effects; cassette

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
		09/17/90		duplication and dispatch; and all other services
AUDIO AD	UK	1,570,285 04/29/94		Class 35: Distributing advertisements and messages recorded on tapes and discs; for providing advertisements via satellite; and all other services
CONTENTPAK	USA	N/A	N/A	
DEBUT	AUSTRIA	AM 3004/95 05/30/95	162,867 03/07/96	Class 38: Communication, particularly radio broadcasts; broadcasting of radio and music programs Class 41: Education and entertainment, particularly the production of radio and music programs, the creation of radio and music programs
DEBUT	BENELUX	849 305 06/02/95	574,089 06/02/95	Class 38: Telecommunication services; radio broadcasting services; transmission of radio and music programming Class 41: Production of radio programming; production of music programming; education, teaching and entertainment services; services in the field of cultural events and sports
DEBUT	DENMARK	4053/95 05/30/95	4926/95 07/21/95	Class 38: Radio broadcasting services Class 41: Entertainment services; the production and distribution of radio programming; the production and distribution of music programming
DEBUT	FRANCE			
DEBUT	GERMANY	39522536.1 05/29/95	39522536.1 08/31/96	Class 38: Radio broadcasting services Class 41: Entertainment services; the production and distribution of radio programming; the production and distribution of music programming
DEBUT	NORWAY	95.3302 05/26/95	173,662 05/30/96	Class 38: All services in Class 38 Class 41: All services in Class 41.
DEBUT	SPAIN	1,987,775 09/29/95	1,987,775 03/05/96	Class 38: Radio broadcasting services; services of emission of radio and music programming
DEBUT	SPAIN	1,991,620 10/23/95	1,991,620 05/01/96	Class 41: Entertainment information services; production of radio programming; production of music programming
DEBUT	SWEDEN	95-06236 05/29/95		Class 38: Radio broadcasting services Class 41: Entertainment services; the production and distribution of radio programming; the production and distribution of music programming
DEBUT	SWITZERLAND	00965/1996 02/13/96		Class 38: Telecommunications; communication and telecommunication services; radio broadcasting services and transmission of radio and music programming, and all other services Class 41: Education; providing of training; entertainment; sporting and cultural activities; education and entertainment programming; production and distribution of radio programming; production and distribution of music programming and arrangements of radio and music programming,

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MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
				and all other services
DEBUT	UK			
DEUTSCHEMUSIK	USA AUSTRIA BENELUX DENMARK FRANCE GERMANY NORWAY SPAIN SWEDEN SWITZERLAN U.K.			
LIFESTYLE	USA AUSTRIA BENELUX DENMARK FRANCE GERMANY NORWAY SPAIN SWITZERLAND U.K.			
LIFESTYLE	SWEDEN	95-06235 05/29/95		Class 38: Radio broadcasting services Class 41: Entertainment services; the production and distribution of radio programming; the production and distribution of music programming
MUSIC THAT MEANS BUSINESS	USA	73-734.550 06/15/88	1,555,159 09/05/89	Class 41: Pre-recorded audio tape leasing services
NOVATONE	USA	260,049	1,166,317	Class 9: Pre-recorded audio cartridge tape players distributed to dentists

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
		04/28/80	08/25/81	in conjunction with a dental patient music service
NOVATONE Logo	CANADA	535868 02/01/85	311,603 02/21/86	Wares: Pre-recorded audio cartridge tape players distributed to dentists in conjunction with a dental patient music service
PLAYBACK	USA	N/A	N/a	[Class 16]
PRODIGITAL	USA	N/A	N/A	
PRODISC Class 9 – ITU	USA	74/692,742 06/23/95		Class 9: Pre-recorded compact discs
PRODISC Class 9 -- USE	USA	74/692,582 06/23/95	2,080,621 07/22/97	Class 9: Compact disc players
PROPAC 4	AUSTRALIA	A594545 01/23/93	A594545 09/14/94	Class 9: Audio tape cassettes and cartridges; pre-recorded audio tape cassettes and cartridges, phonograph records, compact and laser disks; audio cassette and cartridge players, phonograph record players; compact and laser disk players
PROPAC 4	CANADA	535,870 02/01/85	316,628 07/25/86	Wares: Pre-recorded tape cassettes and audio cassette tape players
PROPAC 4	MEXICO	159670 02/01/93	529,338 08/27/96	Class 9: Pre-recorded audio cassettes and apparatus to play audio cassettes
PROPAC 4	NEW ZEALAND	224,140 01/22/93		Class 9: Electric and electronic equipment apparatus for recording transmission or reproduction of sound or images; magnetic data carriers, recording disks and tapes; pre-recorded audio tape cassettes and audio cassette tape players.
PROPAC 4	UK	1524938 01/23/93	1524938 01/23/93	Class 9: Pre-recorded audio tape cassettes and audio cassette tape players, all for use in the provision of foreground music for use in commercial establishments
PROPAC 4	USA	500,111 09/19/84	1,358,971 09/10/85	Class 9: Pre-recorded audio tape cassettes and audio cassette tape players
SEA CART	CANADA	535,782 02/01/85	309,741 12/27/85	Wares: Audio tape cartridges
SEA CART	USA	366,638 05/26/82	1,239,259 05/24/83	Class 9: Audio tape cartridges
SMARTDISC	AUSTRALIA	721310		Not designated
SOUNDCOM	AUSTRALIA	768471 07/27/98		Class 9: Satellite and FM tuners; satellite dishes, transmitters and receivers; low noise block converters for satellite dishes, alignment sending units and receiving units for satellite dishes; audio tape cartridges featuring music and information pertaining to the music and entertainment industries; pre-recorded CDs, video tapes and laser discs

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CLASS/GOODS/SERVICES
				featuring music and information pertaining to the music and entertainment industries, musical performances, sports, fashion, travel, children's, young adults and adult programming; audio cartridge tape players; compact disc players; laser disc players; video cassette players and recorders; music, paging, intercom and video systems; audio and audio special effects systems pre-recorded DVD's; computer software in the field of music, entertainment and information pertaining to the music and entertainment industries; computer games and computer hardware Class 38: Audio and video broadcasting services; radio transmission services; cable transmission services; internet transmission services; audio-on-demand and video-on-demand transmission services; paging services; rental of telecommunication equipment and television broadcasting services Class 41: Production, distribution, rental and leasing of pre-recorded video tapes, audio cassettes, compact discs and DVDs; production and distribution of signals via satellite, radio broadcast, telephonic, cable transmission and global computer networks; music and entertainment programming services; audio and video programming services; production and distribution of video broadcasting; distributorship services in the field of paging, signal systems, video, and lighting systems; rental and leasing of video playing equipment; rental and leasing of audio and audio special effects systems, communication systems, electronic systems, paging systems, signaling systems, and lighting systems; rental and leasing of equipment for use in the transmission and reception of satellite, radio, telephonic and cable signals; providing on-line interactive databases in the field of music and information pertaining to the music and entertainment industries
SOUNDCOM – MUSIC FOR YOUR BUSINESS	AUSTRALIA	721788		Not designated
SOUNDSCAPE	USA	N/A	N/A	N/A
STARTRACKS	AUSTRIA BENELUX DENARK FRANCE GERMANY NORWAY SPAIN SWEDEN SWITZERLAND UK			

2. Copyrights

AEI maintains a common law copyright interest in AEI produced cassette tape and compact disc compilations and musical playlists and proposals as created from 1972 to present. In addition, AEI asserts a common law copyright interest in its audio visual systems designs and proposals.

3. Patents

No patents registered at the present time.

RECORDED: 03/01/1999

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