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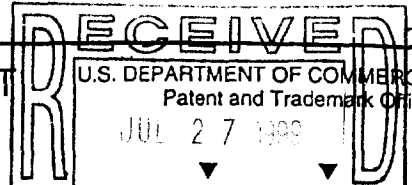
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07-30-1999



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SHEET 1



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CAKEWALK LLC
250 West 57th Street
New York, N.Y. 10107

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: CAKEWALK BRE LLC

Internal Address: _____

Street Address: 250 West 57th Street

City: New York State: NY ZIP: 10107

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other NY limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: JUNE 23, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert A. Rosenberg, Esq.

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2405

(Attach duplicate copy of this page if paying by deposit account)

07/29/1999 MTHA11 00000172 232405 75511652

DO NOT USE THIS SPACE

01 FC-481 40.00 CH
02 FC-482 225.00 CH

9. 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.

Robert A. Rosenberg
Name of Person Signing

Robert A. Rosenberg
Signature

7/23/99
Date

Total number of pages including cover sheet, attachments, and document: _____

ASSIGNMENT AND SECURITY INTEREST IN TRADEMARKS

WHEREAS, Cakewalk LLC, a Delaware limited liability company having a principal place of business at 250 West 57th Street, New York, New York 10107 ("Assignor"), owns the trademark registrations on the Principal Register of the United States Patent and Trademarks Office listed on Schedule A hereto, the common law rights pertaining thereto and all goodwill associated therewith (collectively the "Trademarks"); and

WHEREAS, pursuant to the terms of a certain Capital Contribution Agreement between Assignor and Assignee (as hereinafter defined) (the "Contribution Agreement") and a certain Indenture Agreement between Assignee, Entertainment Finance International, LLC and RZO Corporate Administration, Inc. (the "Indenture Agreement"), both of even date herewith, Assignor must assign to Cakewalk BRE LLC, a New York limited liability company having a principal place of business at 250 West 57th Street, New York, New York 10107 ("Assignee"), all its right, title and interest in the Trademarks, together with the right to recover damages and profits and all other remedies for past infringements thereof ("Assignor's Rights");

WHEREAS, Assignee is desirous of acquiring said Assignor's Rights;

WHEREAS, Assignor desires to assign all of Assignor's Rights and to execute any further documents necessary for recording the

assignment of the Assignor's Rights in any jurisdiction throughout the world;

WHEREAS, Assignee has agreed to take assignment of Assignor's Rights; and

WHEREAS, pursuant to Section 15 of the Contribution Agreement, in the event that, notwithstanding the intent of the parties, a court of competent jurisdiction holds that Assignor's Rights continue to be property of Assignor and the distribution by Assignee of any portion of the proceeds of the Notes (as defined in the Contribution Agreement) to Assignor are held by such court to represent a loan to Assignor by Assignee, then Assignor shall be deemed to have granted to Assignee a security interest in all of Assignor's Rights.

NOW, THEREFORE, in consideration of payment of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee, its successors and assigns, all of Assignor's Rights.

This Assignment is effective as of the date hereof. Assignor agrees to sign any additional assignments and other appropriate documentation and to take all additional actions which are necessary to effectuate and validate this Assignment and to assist Assignee in the recordation thereof in any jurisdiction throughout the world as soon as is practicable after the date of this Assignment.

Pursuant to Section 15 of the Contribution Agreement, in the event that, notwithstanding the intent of the parties, a court of competent jurisdiction holds that Assignor's Rights continue to be property of Assignor and the distribution by the Assignee of any portion of the proceeds of the Notes to Assignor are held by such court to represent a loan to Assignor by Assignee, Assignor grants to Assignee a security interest in, and mortgage on, all of Assignor's Rights as collateral securing the loan;

Assignor does hereby acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on Assignor's Rights made and granted hereby are more fully set forth in the Contribution Agreement and Indenture Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and, that this document is subject to the terms and conditions of the Contribution Agreement and Indenture Agreement.

SCHEDULE A

TRADEMARKS

EXHIBIT A-5(e)

UNITED STATES OF AMERICA

Mark/International Class(es)/Goods	Application	Registration	Remarks	Due Dates
32 BLUES 9 Audio and video tapes, audio CDs, CD ROMs, digital audio tapes and records, all containing pre-recorded music, sound recordings featuring music	App No.: 75/433,090 Filed: 12-Feb-1998 - Registered - Principal - First Use: 31-May-1997 Publ.: 19-Jan-1999	Reg No.: 2,238,743 Registr.: 13-Apr-1999 - Principal -	Owner: Cakewalk, LLC 31-May-1997 First Use in Commerce 08-Sep-1998 First Office Action re: Identification of goods, prior registrations and disclaimer 30-Sep-1998 Examiner's Amendment	13-Apr-2004 Att of Use due within 1 year 13-Apr-2005 Att of Use 13-Apr-2009 Next Renewal
32 JAZZ 9 Audio and video tapes, audio CDs, CD ROMs, digital audio tapes and records, all containing pre-recorded music, sound recordings featuring music	App No.: 75/404,706 Filed: 12-Dec-1997 - Registered - Principal - First Use: 30-Apr-1997 Publ.: 19-Jan-1999	Reg No.: 2,238,518 Registr.: 13-Apr-1999 - Principal -	Owner: Cakewalk, LLC 30-Apr-1997 First Use in Commerce 08-Sep-1998 First Office Action re: Identification of goods, prior registrations and disclaimer 30-Sep-1998 Examiner's amendment	13-Apr-2004 Att of Use due within 1 year 13-Apr-2005 Att of Use 13-Apr-2009 Next Renewal
32 POP 9 Audio and video tapes, audio CDs, CD ROMs, digital audio tapes and records, all containing pre-recorded music, sound recordings featuring music	App No.: 75/404,704 Filed: 12-Dec-1997 - Registered - Principal - First Use: 30-Apr-1997 Publ.: 19-Jan-1999	Reg No.: 2,238,516 Registr.: 13-Apr-1999 - Principal -	Owner: Cakewalk, LLC 30-Apr-1997 First Use in Commerce 08-Sep-1998 First Office Action re: Identification of goods, prior registrations and disclaimer 30-Sep-1998 Examiner's amendment	13-Apr-2004 Att of Use due within 1 year 13-Apr-2005 Att of Use 13-Apr-2009 Next Renewal
32 R&B 9 Audio and video tapes, audio CDs, CD ROMs, digital audio tapes and records, all containing pre-recorded music, sound recordings featuring music	App No.: 75/404,707 Filed: 12-Dec-1997 - Registered - Principal - First Use: 30-Jun-1997 Publ.: 19-Jan-1999	Reg No.: 2,238,519 Registr.: 13-Apr-1999 - Principal -	Owner: Cakewalk, LLC 30-Jun-1997 First Use in Commerce 08-Sep-1998 First Office Action re: Identification of goods, prior registrations and disclaimer 30-Sep-1998 Examiner's amendment	13-Apr-2004 Att of Use due within 1 year 13-Apr-2005 Att of Use 13-Apr-2009 Next Renewal
32 RECORDS 9 Audio and video tapes, audio CDs, ROM CDs, digital audio tapes, and records containing pre-recorded music and sound recordings featuring music	App No.: 75/079,948 Filed: 28-Mar-1996 - Registered - Principal - First Use: 01-Feb-1996 Publ.: 03-Jun-1997 Allowed: 26-Aug-1997	Reg No.: 2,170,026 Registr.: 30-Jun-1998 - Principal -	Owner: Cakewalk, LLC 14-May-1996 First Use in Commerce 11-Nov-1997 Trans. to C&P from Soloway 12-Dec-1997 C&P Power of Attorney filed 12-Feb-1998 Statement of Use filed 13-Feb-1998 Assignment from Cakewalk Productions, Inc. to Cakewalk, LLC recorded	30-Jun-2003 Att of Use due within 1 year 30-Jun-2004 Att of Use 30-Jun-2008 Next Renewal
32 RECORDS and Design 9 Audio and video tapes, audio CDs, ROM CDs, digital audio tapes, and records containing pre-recorded music and sound recordings featuring music	App No.: 75/079,949 Filed: 28-Mar-1996 - Registered - Principal - First Use: 14-May-1996 Publ.: 03-Jun-1997 Allowed: 26-Aug-1997	Reg No.: 2,170,027 Registr.: 30-Jun-1998 - Principal -	Owner: Cakewalk, LLC 14-May-1996 First Use in Commerce 11-Nov-1997 Trans. to C&P from Soloway 12-Dec-1997 C&P Power of Attorney filed 12-Feb-1998 Statement of Use filed 13-Feb-1998 Assignment from Cakewalk Productions, Inc. to Cakewalk, LLC recorded	30-Jun-2003 Att of Use due within 1 year 30-Jun-2004 Att of Use 30-Jun-2008 Next Renewal

Office of Attorney General

Office of Attorney General

Mark/International Class(es)/Goods	Application	Registration	Remarks	Due Dates
HIP 9 Audio and video tapes, audio CDs, CD ROMs, digital audio tapes and records, all containing pre-recorded music; sound recordings featuring music	App No.: 75/404,705 Filed: 12-Dec-1997 - Registered - First Use: 31-Aug-1987 Publ.: 19-Jan-1999	Reg No.: 2,358,517 Regist.: 13-Apr-1998 - Principal -	Owner: Cakewalk, LLC 30-Aug-1997 First Use In Commerce 08-Sep-1998 First Office Action re: Identification of goods and disclaimer 30-Sep-1998 Examiner's amendment	13-Apr-2004 All of Use due within 1 year 13-Apr-2005 All of Use 13-Apr-2009 Next Renewal

NOMADIC CHEF
Class 9
App. No. 75/511,652
Filed 7/11/98

Cakewalk, LLC

NOMADIC CHEF & Design
Class 9
App. No. 75/515,274
Filed 7/8/98

Cakewalk, LLC

SPD ENTERTAINMENT
Class 9
App. No. 75/504,711
Filed 6/18/98

Cakewalk, LLC