

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Masmusica Teve Network, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State FL, Other

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

3. Nature of conveyance:

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

Execution Date: July 30, 2003

2. Name and address of receiving party(ies)

Name: Fleet Development Ventures, LLC

Internal Address: c/o Jerry Johnson

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited liability company - MA

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

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

A. Trademark Application No.(s) 76/501929, 76/501967

B. Trademark Registration No.(s) 2664929, 2647657, 2655238

Additional number(s) attached Yes No

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

Name: George W. Tuttle

Internal Address: Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02118

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

502324

DO NOT USE THIS SPACE

9. Signature.

GEORGE W. TUTTLE Name of Person Signing

George W. Tuttle Signature

August 11, 2003 19 Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$140.00 602324 76601929

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Continuation Sheet – Additional Receiving Party

Alliance Enterprise Corporation  
Attn: Divakar Kamath, Executive Vice President  
2435 North Central Expressway, Suite 200  
Richardson, TX 75080

Signature Copy

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2003, between MASMUSICA TEVE NETWORK, INC., a Florida corporation ("Grantor"), and FLEET DEVELOPMENT VENTURES, LLC, a Massachusetts limited liability company ("Fleet") and ALLIANCE ENTERPRISE CORPORATION, a Delaware corporation, ("Alliance", and together with Fleet, the "Noteholders"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as such term is defined below).

RECITALS

A. Pursuant to that certain Senior Note Purchase Agreement dated as of the date hereof by and among the Grantor, as an Issuer, the other Issuers parties thereto and the Noteholders (as it may be modified, amended or restated from time to time, the "Purchase Agreement"), the Noteholders have agreed to provide certain financing on behalf of the Grantor and the other Issuers;

B. In order to induce the Noteholders to enter into the Purchase Agreement and to provide the financing, the Grantor has agreed to grant the assignment and security interest and make the pledge and assignment contemplated by this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Grantor hereby assigns and pledges to the Noteholders, and hereby grants to the Noteholders, a security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral");

(a) All trademarks, service marks, trade names, domain names, trade dress or other indicia of trade origin, domain name registrations, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages

and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); and

(b) All license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (the "Licenses").

**SECTION 2. Security for Obligations.** The assignment and pledge of and grant of a security interest in the Trademark Collateral by Grantor pursuant to this Agreement secures the payment of all of the Obligations, as such term is defined in the Purchase Agreement. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Noteholders under the Financing Documents, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

**SECTION 3. Grantor Remains Liable.** Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Noteholders of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, and (c) the Noteholders shall not have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Noteholders be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**SECTION 4. Representations and Warranties.** Grantor represents and warrants as to itself and its Trademark Collateral as follows:

(a) Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto as being the property of Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Encumbrances. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Noteholders relating to this Agreement or any other Financing Document, and Grantor has not consented to the filing of a financing statement under the Code or any other recording

office or the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office or any other recording office covering all or any part of the Trademark Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I is a complete and accurate list of the trademark, service mark, and domain name registrations and applications for registration owned by Grantor. Grantor has made all necessary filings and recordings to protect and maintain its interest in the trademark, service mark, and domain name registrations and applications for registration set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office and other applicable recording offices. Set forth in Schedule II opposite the name of Grantor is a complete and accurate list of the Licenses owned by Grantor in which Grantor is (i) a licensor or (ii) a licensee, and Schedule II specifies whether Grantor is a licensee or licensor under each such License.

(c) Each trademark, service mark, and domain name registration and application for registration of Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid, registrable and enforceable. Each License of Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid and enforceable. Grantor has notified the Noteholders in writing of all uses of any item of Trademark Collateral of which Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, other than any such uses that would not have a material adverse effect upon the business, assets, finances or prospects of the Grantor (a "Material Adverse Effect").

(d) Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released. Grantor has not granted any license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States is required either (A) for the grant by Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Code and filings with the United States Patent and Trademark Office, which financing statements and filings have been duly filed, or (C) for

the exercise by the Noteholders of their rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by Grantor of any Trademark Collateral does or may violate the rights of any Person, other than any such claim which would not have a Material Adverse Effect. To the best of Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(h) Grantor uses (or causes to be used) consistent standards of quality in all material respects in all products sold and the provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) Grantor has no knowledge of the existence of any trademark or license agreement held or claimed by any other Person that would preclude Grantor (or Grantor's authorized manufacturers and distributors) from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral, or that would interfere with the ability of Grantor to carry on its business as currently carried on, and Grantor has no knowledge of any claim that is likely to be made that if upheld would preclude or interfere with the business of Grantor as currently carried on under any of the Trademark Collateral, other than any such trademark, license agreement or claim that would not have a Material Adverse Effect.

#### SECTION 5. Further Assurances.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or proper, or that the Noteholders may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Noteholders to exercise and enforce their rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Grantor authorizes the Noteholders to, or will, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or proper, or as the Noteholders may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Grantor hereby authorizes the Noteholders to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the

Trademark Collateral without the signature of Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Grantor will furnish to the Noteholders from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Noteholders may reasonably request, all in reasonable detail.

(d) Grantor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, domain name, trade dress, other indicia of trade origin, trademark, domain name, or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark, domain name, or service mark registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership interest in any trademark, domain name, or service mark registration, or application for trademark or service mark registration that Grantor should obtain, it shall give prompt written notice thereof to the Noteholders in accordance with Section 13 hereof. Grantor authorizes the Noteholders to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Noteholders in effecting any such amendment) to include any trademark, domain name, or service mark registration or application for trademark or service mark registration, or license, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each trademark, domain name, or service mark registration, application, for trademark or service mark registration, and License, Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office, in any other applicable recording office, or in any court, to (i) maintain each such trademark or service mark registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark, domain name, or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings. Grantor agrees to take corresponding steps with respect to each new or acquired trademark, domain name, or service mark registration, application for trademark or service mark registration, or License to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not discontinue use of or otherwise abandon any trademark, domain name, or service mark, or abandon any right to file an application for registration thereof, or

abandon any pending application for registration or registration of any trademark or service mark, without the written consent of the Noteholders, unless Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of Grantor's business and that the loss thereof will not have a Material Adverse Effect, in which case, Grantor will give notice of any such abandonment to the Noteholders pursuant to the terms of Section 13 hereof.

(f) Grantor agrees to notify the Noteholders promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Trademark Collateral that would have a Material Adverse Effect.

(g) In the event that Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Grantor shall promptly notify the Noteholders and shall take such actions as Grantor or the Noteholders deems appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless an such infringement or misappropriation would not have a Material Adverse Effect. Any expense incurred in connection with such activities shall be borne by Grantor.

(h) Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice in connection with its use of each of its registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" (of "SM" as the case may be) in connection with its use of its adopted trademarks and service marks that are not registered but for which application for registration has been made or for which common law rights are claimed.

(i) Grantor shall take all steps which it or the Noteholders deems appropriate under the circumstances to preserve and protect its Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Trademark Collateral, consistent with the quality and services as of the date hereof, and taking all steps necessary to ensure that all licensees of any of said Trademark Collateral employ such quality standards in their manufacture, distributions, provisions, and marketing of products or services under the Trademark Collateral.

**SECTION 6. Transfers and Other Liens.** Grantor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, except in accordance with the Purchase Agreement, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Encumbrances.



SECTION 7. Noteholders Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints the Noteholders Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Noteholder's discretion after the occurrence and during the continuance of any Event of Default, to take any action and to execute any instrument that the Noteholder may deem necessary or proper to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Noteholders may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Noteholders with respect to any of the Trademark Collateral.

To the extent permitted by law, Grantor hereby ratifies all that the Noteholders shall lawfully do or cause to be done as attorney-in-fact for Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Noteholders May Perform. If Grantor fails to perform any agreement contained herein, the Noteholders may themselves perform, or cause performance of, such agreement after reasonable notice to Grantor to the extent practicable, and the expenses of the Noteholders incurred in connection therewith shall be payable by Grantor.

SECTION 9. The Noteholders' Duties. The powers conferred on the Noteholders hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Noteholders to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Noteholders shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Noteholders shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in their possession if such Trademark Collateral is accorded treatment substantially equal to that which the Noteholders accords their own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Noteholders may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it (including, without limitation, under any other Financing Documents or under applicable law) and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code or other applicable law and also may (i) require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of the

Noteholders forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Noteholders and make them available to the Noteholders at a place to be designated by the Noteholders that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Noteholders' rights and remedies hereunder or under law, without obligation to Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Noteholders' offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Noteholders may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Grantor shall supply to the Noteholders or its designee Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Grantor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Noteholders shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Noteholders may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Noteholders in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Noteholders, be held by the Noteholders as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Noteholders pursuant to Section 11) in whole or in part by the Noteholders for the ratable benefit of Fleet and Enterprise against, all or any part of the Secured Obligations in such order as the Noteholders shall elect. Any surplus of such cash or cash proceeds held by the Noteholders and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Noteholders may exercise any and all rights and remedies of Grantor under or otherwise in respect of the Trademark Collateral.

(d) All payments received by Noteholders under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Noteholders, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Noteholders in the same form as so received (with any necessary endorsement).

SECTION 11. Intentionally Omitted.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Noteholders and, in the case of an amendment, by Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Noteholders to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any party by any other party, or whenever any party desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement.

SECTION 14. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the general Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the general Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the general Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 15. Termination of this Agreement. Subject to Section 14 hereof, this Agreement shall terminate on the date all obligations of the Grantor to the Noteholders under the Financing Documents have been performed and paid in full and in cash.

SECTION 16. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Noteholders, hereunder, inure to the benefit of Noteholders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Noteholders hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement.

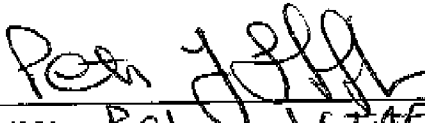
SECTION 17. Counterparts. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Agreement may be authenticated by manual signature, facsimile

r, if approved in writing by the Noteholders, electronic means, all of which shall be equally valid.


[Signature page follows]

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

**MASMUSICA NETWORK, INC.**

By:   
Name: Peter J. STAFFORD  
Title: Vice President, Finance

**FLEET DEVELOPMENT VENTURES, LLC**

By:   
Name: Jerry Johnson  
Its: Duly Authorized Signatory

**ALLIANCE ENTERPRISE CORPORATION**

By: \_\_\_\_\_  
Name:  
Its: Duly Authorized Signatory

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

**MASMUSICA NETWORK, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**FLEET DEVELOPMENT VENTURES, LLC**

By: \_\_\_\_\_  
Name:  
Its: Duly Authorized Signatory

**ALLIANCE ENTERPRISE CORPORATION**

By: *D. K. Kamath*  
Name: *DIVAKAR KAMATH*  
Its: Duly Authorized Signatory

STATE OF MASS )  
COUNTY OF Suffolk ) ss.:

On the 30<sup>th</sup> day of July, 2003, before me personally came [Signature] to me known, who, being by me duly sworn, did depose and say s/he resides at \_\_\_\_\_ and that s/he is the Vice President of MASMUSICA NETWORK, INC., the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

[Signature]  
Notary Public

My Commission expires: 2/10/07

STATE OF MASS )  
 ) ss.:  
COUNTY OF SUFFOLK )

On the 30<sup>th</sup> day of July, 2003, before me personally came Jerry J. Jansen to me known, who, being by me duly sworn, did depose and say s/he resides at \_\_\_\_\_ and that s/he is the Vice President of FLEET DEVELOPMENT VENTURES, LLC, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

[Signature]  
Notary Public

My Commission expires: 2/11/07

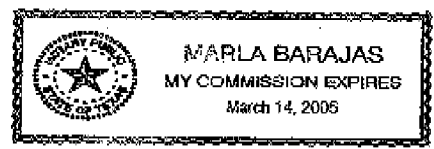


STATE OF Texas )  
 ) ss.:  
COUNTY OF Dallas )

On the 30<sup>th</sup> day of July, 2003, before me personally came Divakar Kamath to me known, who, being by me duly sworn, did depose and say s/he resides at \_\_\_\_\_ and that s/he is the Executive Vice President of ALLIANCE ENTERPRISE CORPORATION, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

Marla Barajas  
Notary Public

My Commission expires:



SCHEDULE ITrademarks/Service Marks/Applications/Domain Names

<u>Mark</u>	<u>Serial/Registration Number</u>
MAS MUSICA	2,664,929
MAS MUSICA TV & Design	2,647,657
MAS MUSICA TV & Design	2,655,238
LAS 40 PRINCIPALES	Application No. 76/501,929
LAS CUARENTA PRINCIPALES	Application No. 76/501,967

SCHEDULE II

Licenses

All distribution, affiliation agreements, and other agreements from time to time in effect, pursuant to which the Grantor provides programming to third parties.

# HOLLAND & KNIGHT LLP

10 St. James Avenue  
Boston, Massachusetts 02116

617-523-2700  
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