

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Music Plus, Inc.		07/15/2002	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	76429716	MONDO SEMINARS
Registration Number:	2175891	MONDO
Registration Number:	2441225	BOOKSHOP BEANBAG BOOKS
Registration Number:	2785714	MONDO BEL BUILDING ESSENTIAL LITERACY A DESIGN APPROACH
Registration Number:	2785715	MONDO BEL BUILDING ESSENTIAL LITERACY A DESIGN APPROACH

CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-201-3865
Email:	Sharon.Patterson@goldbergkohn.com
Correspondent Name:	Sharon Patterson
Address Line 1:	55 E. Monroe St., Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4613.004 (MUSIC PLUS)
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OP \$140.00 76429716

NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 4

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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 15 day of July, 2002 by and between Music Plus, Inc., a New York corporation (the "Company"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain WCMA Loan and Security Agreement each of even date herewith and executed between the Company and Lender (as amended or otherwise modified from time to time, collectively referred to herein as the "Loan and Security Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Company to Lender, the Company has granted to Lender a continuing security interest in certain of the Company's assets, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Lender agree as follows:

1. Incorporation of Loan and Security Agreement Definitions. The Loan and Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Company hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan and Security Agreement of, a continuing security interest in the Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. The Company represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by the Company. If, before the Obligations shall have been satisfied in full and the Loan and Security Agreement has been terminated, the Company shall obtain any new federally registered Trademarks, the Company shall give Lender prompt written notice thereof. The Company hereby agrees that, upon Lender's written request, the Company will execute and deliver to Lender one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by the Company.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan and Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. The Company acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan and Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by the Loan and Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

Music Plus, Inc.

By: *One One*
Title: PRESIDENT

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By: *Greg A. Schmitt*
Its Assistant Vice President

SCHEDULE A
TRADEMARK REGISTRATIONS

Trademarks

<u>Trademark Description</u>	<u>Registration Number</u>
Mondo	2175891
Bookshop	2441225
Mondo BEL Building Essential Literacy A Design Approach (and Design)	2785714
Mondo BEL Building Essential Literacy A Design Approach	2785715

Trademark Applications

<u>Trademark Description</u>	<u>Serial Number</u>
Mondo Seminars (and Design)	76429716

Trademark Licenses

<u>Series Description</u>	<u>Licensor</u>
Safari	Macmillan Australia