

8/15/03

RECOF

09-05-2003



SHEET

102543358

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

1. Name of conveying party(ies):
TAMBOURINE, INC.
950 Tower Lane, Suite 350W
Foster City, CA 94404

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State of California
 Other

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

2. Name and address of receiving party(ies)
Name: **SILICON VALLEY BANK**
Internal Address:
Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **CA** ZIP: **95054**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State
 Other a California banking corporation

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 Merger
 Security Agreement Change of Name
 Other

Execution Date: August 6, 2003

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

A. Trademark Application No.(s)

08-15-2003

U.S. Patent & TMO/c/TM Mail Rpt Dt. #77

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

SOUNDECOR (App. No. 2,638,280)

RECEIVED
AUG 15 P 3:07
TRADEMARK OFFICE

5. Name and address of party to whom correspondence concerning document should be mailed:
Mrs. Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

MRS. KIM WALKER Kim Walker August 14, 2003
Name of Person Signing Signature Date

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

EXHIBIT "C"
TRADEMARKS

Trademark	Registration Number/ Serial Number	Registration Date/ Filing Date
SOUNDECOR	2,638,280	10-22-02
TAMBOURINE	76-022,454	4-8-00
TAMBOURINE	76-022,453	4-8-00
MSTYLE.COM	2,445,792	4-24-01
NAPA VALLEY RECORDS	75-608,802	12-17-98
SUGO MUSIC	2,028,371	1-7-97
MONARCH RECORDS	1,836,626	5-17-94

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the Effective Date by and between Tambourine, Inc. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Financing Agreement (the "Financing Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Financing Agreement.

B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Bank a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness under the Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Note and the Financing Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the

execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Financing Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. **Remedies.** Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. **Indemnity.** Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. **Reassignment.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Attorneys' Fees.** If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. **Amendments.** This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. **Counterparts.** This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. **Law and Jurisdiction.** This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. **Confidentiality.** In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.


IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

950 Tower Lane, Suite 350W
Foster City, CA 94404

GRANTOR:

TAMBOURINE, INC.

By: 

Name: CEO

Title: 8-6-03

Exhibit "A" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "A"

COPYRIGHTS

SEE ATTACHED LISTINGS

Catalog #	Album Title	Copyright Certificate #
MONA-1001	Dream Walkin'	SR 172-013
MONA-1002	Piti Village	SRu 231-068
MONA-1003	Interplay	SR 206-333
MONA-1004	For All People	SR 178-787
MONA-1005	Ironclad	SR 213-704
MONA-1006	Alupang Sunset	SR 213-712
MONA-1007	The Tribe	SR 213-706
MONA-1008	Turtle Logic	SR 213-707
MONA-1009	Red Reflections	SR 213-708
MONA-1010	Dedication	SR 188-424
MONA-1011	San Francisco Nighthawks	SR 218-005
MONA-1012	Raven	SR 227-456
MONA-1013	Live at Stanford Jazz Workshop	SR 220-429
MONA-1014	Penumbra	SR 270-835
MONA-1015	Birth Right (never released)	SRu 394-919
MONA-1016	In The Long Run	SR 260-353
MONA-1017	Gershwin on Monarch	SR 260-352
MONA-1018	Starlight Café	SR 260-351
MONA-1019	Ultimate Ellington	SR 262-663
MONA-1020	Kicks	SR 262-671
MONA-1021	The Tender Trap	SR 267-440
MONA-1022	Together	SR 271-700
MONA-1023	When I Was You	SR 286-717
MONA-1024	All the Love	NO
CTYL-3001	Rain	SR 262-665
CTYL-3002	In The Pocket	SR 262-670
CTYL-3003	Easy	SR 268-988
CTYL-3004	The Night Before Christmas	In Process
SC 9801	Classical Relaxation - Guitar	Filed as two pack
SC 9802	Classical Relaxation - Piano	Filed as two pack
SC 9904	Christmas Eve	SR 287-157
SC 9905	Christmas Dinner	SR 287-043
SC 9906	Christmas Morning	SR 287-277
SC 9907	Christmas Party	SR 287-040
SD 0199	The Gift of Love	SR 287-270
SD 0299	Romance	SR 287-117
SD 0399	The Rose	filed seperately
SD 1099	World's Greatest Classical Collection Vol. 1	SR 287-047
SD 1199	World's Greatest Classical Collection Vol. 2	SR 287-262
SD 1399	Classical Relaxation	SR 287-048
SD 1799	Body: art of relaxation	SR 287-156
SD 1899	Mind: art of meditation	SR 287-160
SD 1999	Spirit: art of healing	SR 287-263
SD 2199	Panpipes Vol 1	SR 287-159
SD 2299	Panpipes Vol 2	SR 287-116
SD 2499	Singing Animal Parade	SR 287-153
SD 2599	Silly Singing Fun	SR 287-119
SD 2799	Little Dreamer	SR 287-044
SD 2899	Cradled by Nature	SR 294-606
SD 3099	Acoustic Christmas	SR 287-256
SD 3199	Classical Christmas	SR 287-257
SD 3299	Jazz Christmas	SR 287-158
SD 3399	World Christmas	SR 287-154
SD 9803	A Romantic Tribute to the Titanic	SR 270-588
SKU 600-40186	The Big Band Collection	SR 295-093
SKU 800-3165	Hits of the 40's	SR 287-276
SKU 800-3165	Hits of the 50's	SR 287-276
SKU 800-3165	Hits of the 60's	SR 287-276
SR 8501	Nutcracker Suite for Guitar	SR 227-050
SR 8501	The Nutchacker Suite for Classical Guitar	SR 61-406

SR 8602	Christmas Classics for Two Guitars	SRu 350-630
SR 8703	Guitar Heartsongs	SR 227-053
SR 8904	Guitar Masterpieces	SR 227-051
SR 9005	Classical Bouquet	SR 227-054
SR 9106	An Angel's Noel	SR 135-343
SR 9207	Christmas Memories	SR 149-206
SR 9252	Piano Portraits	SR 141-215
SR 9253	Seasons	SR 227-052
SR 9308	Classical Offering	SR 191-829
SR 9309	A Night At The Symphony	SR 191-820
SR 9310	Romantic Piano	SR 191-880
SR 9311	Enchanted Christmas	SR 194-207
SR 9354	Harvest Moon	SR 191-828
SR 9355	The Sugo Collection Vol I	SR 224-103
SR 9356	Somewhere In Time	SR 191-834
SR 9412	The Sugo Holiday Collection	SR 190-997
SR 9413	Winter's Journey	SR 207-141
SR 9414	Forever	SR 207-140
SR 9457	Summer Stories	SR 191-807
SR 9458	Secret Harbor	SR 192-165
SR 9459	Songs For The Wild	SR 200-849
SR 9460	Voyage	SR 207-138
SR 9461	Paradise Café	SR 210-526
SR 9462	Bamboo Forest	SR 200-850
SR 9515	Piano Serenade	SR 215-200
SR 9516	A New World Christmas	SR 169-150
SR 9563	Sugo Music Collection Vol II	SR 188-444
SR 9564	Cinema	SR 169-191
SR 9565	ZBRA	SR 168-924
SR 9566	An Evening To Remember	SR 215-558
SR 9617	Garden Song	SR 227-479
SR 9618	Indigo Christmas	SR 227-453
SR 9619	Christmas Elegance	SR 227-490
SR 9620	Noel Noel	SR 227-443
SR 9667	Sugo Collection Volume III	SR 230-544
SR 9668	A Day At The Beach	SR 222-736
SR 9669	A Walk In The Forest	SR 222-602
SR 9670	Indigo	SR 222-601
SR 9671	Isle of Dreams	SR 223-584
SR 9672	Sentimental Journey	SR 227-459
SR 9674	Broadway Center Stage	SR 227-452
SR 9721	An Acoustic Christmas	SR 252-526
SR 9722	Holiday Collection Volume Two	SR 238-697
SR 9775	Premiere	SR 231-395
SR 9778	Maidens of the Celtic Harp	SR 235-957
SR 9779	A Time Remembered	SR 295-092
SR 9779	Rhythms	SR 252-844
SR 9823	Christmas in the Country	SR 270-592
SR 9824	Indigo Christmas 2	SR 270-593
SR 9881	Tranquility	SR 252-419
SR 9882	Harmony	SR 252-639
SR 9883	Vitality	SR 252-640
SR 9884	New Celtic Moon	SR 252-641
SR 9885	Wonderful Tonight	SR 252-853
SR 9886	The King of Swing	SR 295-126
SR 9887	The Best of Elton John	SR 287-162
SR 9902	Big Band Trio Triolgy	Filed separately
SR 9905	Passion, Heart & Soul	SR 270-586
SR 9906	You Were Meant For Me	SR 270-589
SR 9907	Voyage II	SR 270-587
SR 9908	Big Band Romance	SR 287-042
SR 9909	Creativity	SR 270-591
SR 9911	Merry Christmas Baby (Indigo Xmas III)	SR 287-124

SR 9912	Christmas Angels	SR 287-155
SR 9913	Queen of Country	SR 295-127
SR 9988	Ballets, Operas & Masterworks	SR 270-590
SR 9989	Legends of the Big Band	SR 287-269
SR 9990	First Lady of Song	SR 295-125
SR 9776	Sugo Music Collection Volume Four	SR 231-398
	Pasero Pasero	SR 97-120
	Post Merger	
SD 1499	My Precious Daughter	SR 287-389
SD 1599	My Special Son	SR 287-382
SR 0029	Noel Holiday Music Collection	discontinued (not filed)
SR 9901	The Celtic Collection	filed seperately
SR 9903	Smooth Jazz Retro	filed seperately
SR 9910	That Christmas Feeling	SR 287-265
SR 9916	Danza de Amor	SR 287-266
SR 9918	Swingville	SR 294-605
SR 9920	The Supper Club	SR 287-161
SR 9921	Retro Celebration	SR 295-124
SR 9923	Silver Screen	SR 287-045
SR 0001	A Cool Yule	SR 287-167
SR 0002	Jazz Divas	SR 287-120
SR 0003	Shaken Not Stirred	SR 287-166
SR 0004	Celtic Spirit Tides	SR 287-041
SR 0005	Escape	SR 287-165
SR 0006	A Precious Bond	SR 291-467
SR 0007	Welcome Little One	SR 287-377
SR 0008	New Beginnings	SR 287-388
SR 0009	Navidad	SR 290-457
SR 0010	Salsa	SR 287-378
SR 0011	Tango	SR 292-816
SR 0012	Mambo	SR 292-815
SR 0013	Bossa Nova	SR 287-383
SR 0014	Samba	SR 287-274
SR 0018	Broadway Music of the Night	SR 295-128
SR 0019	The Beatles Intsrumental Jazz Tribute	SR 287-025
SR 0020	Time in a Bottle	SR 287-046
SR 0021	Motown	SR 305-930
SR 0022	Always on My Mind	SR 287-275
SR 0023	That'll Be The Day	SR 287-267
SR 0024	Lady Day	SR 287-380
SR 0026	Ol Blue Eyes	SR-291-572
SR 0027	Good Vibrations	Sru-464-556
SR 0028	Rejuvenate	SR 287-384
SR 0029	Christmas A Cappalla Style	SR 290-456
SR 0030	A Sinatra Christmas	SR 287-390
SR 0101	Destination Africa	SR 299-656
SR 0102	Destination Appalachia	In Process
SR 0103	Destination Brazil	SR 289-205
SR 0104	Destination Caribbean	In Process
SR 0105	Destination Chicago	SR 289-204
SR 0106	Destination Cuba	SR 299-655
SR 0107	Destination Ireland	SR 289-203
SR 0108	Destination New Orleans	SR 299-660
SR 0109	Destination Vienna	In Process
SR 0110	Christmas: The World Rejoices	In Process
SR 0111	Lullabies: Dreamsongs from Around the World	In Process
SR 0115	Fireside Christmas	In Process
SR 0116	Christmas Together	In Process
SR 0117	Destination Spain	In Process
MONA-1025	Modern Mancini	SR 292-806
MONA-1026	Happy Trails	In Process

MONA-1027	Wild Wild West	In Process
SR-0119	Rejuvenation	In Process
SR-0120	Starry Night	In Process
SR-0132	Romantica	In Process
SR-0137	Mood Makers: Sensual Sounds of Celtic Roma	In Process
SR-0138	Mood Makers: Calming Sounds of the Emerald	In Process
SR-0221	Gourmet Grooves: Life of the Party	In Process
SR-0222	Gourmet Grooves: Cosmopolitan	In Process
SR-0223	Gourmet Grooves: Entertaining Friends	In Process
SR-0224	Gourmet Grooves: Enchanted Evening	In Process
SR-0225	A Walk With Nature	In Process
SR-0226	Quiet Moments	In Process
SR-0227	Personal Rituals	In Process
SR-0228	Healing Massage	In Process
SR-0230	Nat Geo: Serenity	In Process
SR-0231	Nat Geo: Romance	In Process
SR-0237	Nat Geo: New York	In Process
SR-0238	Nat Geo: Mediterranean	In Process
SR-2501	A Walk With Nature (Books'rFun)	In Process
SR-2601	Quiet Moments (Books'rFun)	In Process
SR-2701	Personal Rituals (Books'rFun)	In Process
SR-0239	Our Music, Our Time (Casual Corner - Breast	In Process
SR-0236	Coming Home (Party Light - aka "Home for the	In Process
SR-0243	Christmas Together II (Creating Holiday Keeps	In Process
SR-0241	Piano Christmas	In Process
SR-0242	Gourmet Grooves: Christmas Celebration	In Process
SD-3402	BRF - Celtic Spirits: Mystical Arts (Celtic 2pack	In Process
SD-3502	BRF - Celtic Spirits: Fiery Hearts (Celtic 2pack	In Process
SR-0255	Discovery Channel: Global Christmas	In Process
SD-4802	Christmas Traditions	In Process
SD-5002	Christmas Celebration	In Process
SD-4902	Christmas Dinner	In Process
SR-0241	Piano Christmas	In Process
SD-4002	Children's Chorus Christmas	In Process
SR-0251	Lavish	In Process
SR-0303	Kids in the Kitchen	In Process
SR-0305	Ready for Bed	In Process
SR-0306	Backyar Adventures	In Process
SR-0304	Here Comes the Fun	In Process
SR-0305	Nat Geo: Hawaii	In Process
SR-0301	Nat Geo: Buenos Aires	In Process
SR-0307	Nat Geo: Motherhood	In Process
SD-0903	My Time Healing Massage	In Process
SD-1003	My Time One With Nature	In Process
SD-1103	My Time Quiet Moments	In Process
SD-1203	My Time Personal Rituals	In Process
SD-1303	Journey Within Escape	In Process
SD-1403	Journey Within Calm	In Process
SD-1503	Journey Within Tranquility	In Process
SD-1603	Journey Within Serenity	In Process
SD-1703	Treasured Moments A Stroll by the Sea	In Process
SD-1803	Treasured Moments A Walk with Nature	In Process
SD-1903	Treasured Moments My Garden Sanctuary	In Process
SD-2003	Treasured Moments Picnic in the Park	In Process
SD-2103	Ultimate Gourmet Jazz & Cocktails	In Process
SD-2203	Ultimate Gourmet Dinner with Friends	In Process
SD-2303	Ultimate Gourmet Romantic Evening	In Process
SD-2403	Ultimate Gourmet Party Time	In Process

Copyrights for Compositions and Arrangements

Title	Album Title	Writer	Projects	Copyright Registration #
Twobones Music - BMI				
Speak of the Devil				
Dream Walkin'	Dream Walkin'	Mark Little	MONA-1001	PA 220-895
Rokminoff	Dream Walkin'	Mark Little	MONA-1001	PA 709-511
Sleeptight	Dream Walkin'	Mark Little	MONA-1001	PA 709-512
Aligo Bossa	Dream Walkin'	Mark Little	MONA-1001	PA 709-510
The Last Word	For All People	Tim Hauff	MONA-1001	PA 709-513
Island Happy	For All People	Alex Murzyn	MONA-1004	PA 663-290
The Pickpocket	For All People	Steve Cardenas	MONA-1004	PA 663-289
Turtle Logic	Turtle Logic	Alex Murzyn	MONA-1004	PA 663-288
Mr. Elegant's Bow Tie	Turtle Logic	Mimi Fox	MONA-1008	transfer
When I Cry	Turtle Logic	Mimi Fox	MONA-1008	transfer
The 39 th Parallel	Turtle Logic	Mimi Fox	MONA-1008	transfer
Whisper, Muse	Starlight Café	Mimi Fox	MONA-1008	transfer
Geneva	Starlight Café	Dmitri Matheny	MONA-1018	PA 967-927
Soca Nova	Starlight Café	Dmitri Matheny	MONA-1018	PA 967-928
Poor Wayfarin' Stranger	Starlight Café	Dmitri Matheny	MONA-1018	PA 967-926
Vita's Lullaby	Kicks	Mimi Fox	MONA-1020	PA 972-874
Mr. White's Blues	Kicks	Mimi Fox	MONA-1020	PA 972-873
	Kicks	Mimi Fox	MONA-1020	PA 972-872
El Granada Recording - BMI / Sugo Recording Co. - ASCAP				
Mikho				
Eykes	Piano Portrits	Stevan Pasero/Christopher Bock	SR 8851	PA 828-986
Friends	Piano Portrits	Jim Bajor	SR 9252	transfer Vol. 3260 pg 257-60
Gentle Images	Piano Portrits	Jim Bajor	SR 9252	transfer Vol. 3260 pg 257-60
Hiding Places	Piano Portrits	Jim Bajor	SR 9252	transfer Vol. 3260 pg 257-60
Rapture	Piano Portrits	Christine Brown	SR 9252	PA 833-337
Silent Tears	Piano Portrits	Jim Bajor	SR 9252	transfer Vol. 3260 pg 257-60
The Secret Garden	Piano Portrits	Christine Brown	SR 9252	PA 833-337
Yasawa Blue	Piano Portrits	Christine Brown	SR 9252	PA 833-337
Hand In Hand	Piano Portrits	Christine Brown	SR 9252	PA 833-337
Three Sisters	Harvest Moon	Michelle Sell	SR 9354	transfer Vol. 3260 pg 257-60
A Time for Love	Harvest Moon	Michelle Sell	SR 9354	transfer Vol. 3260 pg 257-60
Half Moon Bay	Somewhere In Time	Jim Bajor	SR 9356	transfer Vol. 3260 pg 257-60
I'll Always Remember	Somewhere In Time	Jim Bajor	SR 9356	transfer Vol. 3260 pg 257-60
Scotty's Theme	Somewhere In Time	Jim Bajor	SR 9356	transfer Vol. 3260 pg 257-60
Ave Maria	Winters Journey	Jim Bajor	SR 9356	transfer Vol. 3260 pg 257-60
Cannon in D	Winters Journey	Jim Bajor	SR 9413	PA 1-092-391
Carol of the Bells Ukrainian	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-392
Deck The Halls	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-402
German Christmas Round	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-396
Gesu Bambino	Winters Journey	Pierre Grill/Brad White	SR 9413	uncopyrightable (see PA file)
God Rest Ye Merry Gentlemen	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-398
I Wonder As I Wander	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-394
Il Est Ne'	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-397
Jesu, Joy of Man's Desiring	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-400
O Holy Night	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-399
Sleep, Thou Little Child	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-395
What Child Is This	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-403
	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-393

When The Bells Are Ringing	Winters Journey	Pierre Grill/Brad White	SR 9413	PA 1-092-401
Forever	Forever	Bettine Clemen	SR 9414	admin. deal/no PA
Falling Leaves	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Marble Halls	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Adante	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Cinderella	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Loargo (Double Concerto in D minor)	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Plaisir d'Amour	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Pavanne	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Amazing Grace	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Just Between Us	Forever	Unclear as to which writer will receive copyrt.	SR 9414	admin. deal/no PA
Sand Castles	Summer Stories	Jim Bajor	SR 9457	transfer Vol. 3260 pg 257-60
Summer Nights	Summer Stories	Christine Brown	SR 9457	PA 833-333
Transitions	Summer Stories	Christine Brown	SR 9457	PA 833-333
Welcome Home	Summer Stories	Christine Brown	SR 9457	transfer Vol. 3260 pg 257-60
When I'm All Alone	Summer Stories	Christine Brown	SR 9457	PA 833-333
Anitra's Walz	Secret Harbor	Michelle Sell	SR 9458/SR 9354	transfer Vol. 3260 pg 257-60
Bittersweet	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
Can't Stop The Wind	Secret Harbor	Don Schiff/Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
Eclipse	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
Glass Houses	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
I Wonder Where You Went	Secret Harbor	Don Schiff/Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
Morning Heart	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
No Problem	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
Rivertown	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
Road to Home	Secret Harbor	Michelle Sell	SR 9458	transfer Vol. 3260 pg 257-60
'Ili 'Ili	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
African Sunset	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Bali Mist	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Chanson	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Machu Picchu	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Matsuri	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Night In Morocco	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Porcelain Doll	Voyage	Pierre Grill/Brad White	SR 9460	resubmitted 10-24-2001
Prelude To A Summer's Day	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Rain Forest	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Voyage	Voyage	Pierre Grill/Brad White	SR 9460	co-pub/PA sent 10/11/2000
Daybreak	Paradise Cafe	Paul Greaver	SR 9461	transfer Vol. 3274 pg 336
Farewell	Paradise Cafe	Paul Greaver	SR 9461	transfer Vol. 3274 pg 336
Fresh Start	Paradise Cafe	Paul Greaver	SR 9461	transfer Vol. 3274 pg 336
Gratitude	Paradise Cafe	Paul Greaver	SR 9461	PA 808-838
High Country	Paradise Cafe	Paul Greaver	SR 9461	transfer Vol. 3274 pg 336
Jolita	Paradise Cafe	Paul Greaver	SR 9461	transfer Vol. 3274 pg 336
Meadow	Paradise Cafe	Paul Greaver	SR 9461	PA 808-839
Oregon	Paradise Cafe	Paul Greaver	SR 9461	PA 808-837
Paradise Cafe	Paradise Cafe	Paul Greaver	SR 9461	PA 808-836
Premdo	Paradise Cafe	Paul Greaver	SR 9461	PA 808-842
Que Lindo	Paradise Cafe	Paul Greaver	SR 9461	PA 808-841
Sicilienne	Paradise Cafe	Paul Greaver	SR 9461	PA 808-340
Celtic Myst	Iss of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-414
Fiesta Peruvian	Iss of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-411
Isle of Dreams	Iss of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-410
Jig	Iss of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-417
Jungle Flight	Iss of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-407

Lullaby	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-416
Melinda's Song	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-406
Pipe Dreams	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-409
Reverie	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-412
Romance a Chantillon	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-408
Tango	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-415
Transitions	Isle of Dreams	Pierre Grill/Brad White	SR 9671	PA 1-092-413
Between Two Worlds	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
Dance of the Sidheog	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
Donal and the Fairy Folk	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
Fomorian Towers	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
Inisfail	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
Morning Chimes	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
St. Brendan's Voyage	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
The Abbess of Kildare	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
The Battle of Dromcaith	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
The Flora Gorge	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
The Rock of Cashel	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
Wilderness Lament	New Celtic Moon	Paul Haslem/Stevan Pasero	SR 9884	PA 840-179
A View From Her Window	Tranquility	Michael Becker/Stevan Pasero	SR 9881	PA 953-803
Cradled By Your Warmth	Tranquility	Michael Becker/Stevan Pasero	SR 9881	PA 953-804
Nautical Nights	Tranquility	Michael Becker/Stevan Pasero	SR 9881	PA 953-801
Pinnacles	Tranquility	Michael Becker/Stevan Pasero	SR 9881	PA 953-802
Rivers Run Deep	Tranquility	Jean-Claude Bensimom/Stevan Pasero	SR 9881	PA 882-330
Waterfall Creek	Tranquility	Dave Hubbard	SR 9881	PA 882-332
Window Seat	Tranquility	Dave Hubbard	SR 9881	PA 882-331
Butterfly Dance	Harmony	Dave Hubbard	SR 9882	PA 882-333
Exotica	Harmony	Jean-Claude Bensimom/Stevan Pasero	SR 9882	PA 882-335
Pure Love	Harmony	Jean-Claude Bensimom/Stevan Pasero	SR 9882	PA 882-334
Reunion	Harmony	Dave Hubbard	SR 9882	PA 882-336
Free Fall	Vitality	Michael Becker/Stevan Pasero	SR 9883	PA 953-797
Neptune's Dance	Vitality	Michael Becker/Stevan Pasero	SR 9883	PA 953-798
To Love Myself	Vitality	Michael Becker/Stevan Pasero	SR 9883	PA 953-800
We Hold the Answer	Vitality	Michael Becker/Stevan Pasero	SR 9883	PA 953-799
Agua Dulce	Danza de Amor	Rebeca Malleon-Santana	SR 9916	On hold pending revision
Cartagenera	Danza de Amor	Noro Varella	SR 9916	resubmitted 10-24-2001
Cuba Libre	Danza de Amor	Richard Patterson	SR 9916	PA 1-107-080
Cuetro de Fuego	Danza de Amor	Guillermo Rios	SR 9916	resubmitted 10-24-2001
Danza de Amor	Danza de Amor	Richard Patterson	SR 9916	PA 1-107-082
Habibi	Danza de Amor	Rebeca Malleon-Santana	SR 9916	PA 1-107-090
La Paloma	Danza de Amor	S. Y. Raidier/F. Tarrega	SR 9916	resubmitted 10-24-2001
Missionera	Danza de Amor	Fernando Bustamente	SR 9916	resubmitted 10-24-2001
Rhumba Romantica	Danza de Amor	Guillermo Rios	SR 9916	resubmitted 10-24-2001
San Juan	Danza de Amor	Richard Patterson	SR 9916	PA 1-107-081
Yemaya	Danza de Amor	Rebeca Malleon-Santana	SR 9916	PA 1-107-087
Step By Step	Summer Stories	Tom Barabas	SR 9457	admin. deal/no PA
Sunrise On The Beach	Summer Stories	Tom Barabas	SR 9457	admin. deal/no PA
Up and Up	Summer Stories	Tom Barabas	SR 9457	admin. deal/no PA
After the Rain	Escape	Satori	SR 0005	PA 953-838
Dreamscape	Escape	Satori	SR 0005	PA 953-839
It Begins Again	Escape	Satori	SR 0005	PA 953-840
Many Miles to Go	Escape	Satori	SR 0005	PA 953-841
The Journey	Escape	Satori	SR 0005	PA 953-842
Dakota	Escape	Satori	SR 0005	PA 953-843

Lullaby	Escape	Satori	SR 0005	PA 953-844
Always Somewhere	Escape	Satori	SR 0005	PA 953-845
Home Again	Escape	Satori	SR 0005	PA 953-846
Awaken the Spirit	Rejuvenate	Satori	SR 0028	PA 953-830
Inner Eye	Rejuvenate	Satori	SR 0028	PA 953-831
Kangaroo Island	Rejuvenate	Satori	SR 0028	PA 953-832
Whisper	Rejuvenate	Satori	SR 0028	PA 953-833
Year of the Dragon	Rejuvenate	Satori	SR 0028	PA 953-834
Marrakech	Rejuvenate	Satori	SR 0028	PA 953-835
Rejuvenate	Rejuvenate	Satori	SR 0028	PA 953-836
Morocco Moon	Rejuvenate	Satori	SR 0028	PA 953-837
Tucson Twostep (instrumental)	Happy Trails	John Darnall	MONA 1026	In Progress
The Lone Ranger	Happy Trails	John Darnall	MONA 1026	PA 1-059-584
7 Stephen Jacob songs transferred back 3/1/2000				

Exhibit "B" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
--------------------	-------------------	----------------	-------------------	--------------------	---------------

NONE

EXHIBIT "C"
TRADEMARKS

Trademark	Registration Number/ Serial Number	Registration Date/ Filing Date
SOUNDECOR	2,638,280	10-22-02
TAMBOURINE	76-022,454	4-8-00
TAMBOURINE	76-022,453	4-8-00
MSTYLE.COM	2,445,792	4-24-01
NAPA VALLEY RECORDS	75-608,802	12-17-98
SUGO MUSIC	2,028,371	1-7-97
MONARCH RECORDS	1,836,626	5-17-94

Exhibit "D" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
------------------	--------------------	----------------	-------------------	----------------	---------------

NONE