

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soulmate Audio Books, Inc.		03/30/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Huntington National Bank		
Street Address:	50 Monroe Avenue, NW		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49505		
Entity Type:	a national banking association: UNKNOWN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2789439	SOULMATE	
Serial Number:	76493734	SOULMATE	
CORRESPONDENCE DATA			
Fax Number:	(616)776-6322		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6167766305		
Email:	schultz@millercanfield.com		
Correspondent Name:	Richard A. Gaffin		
Address Line 1:	99 Monroe Ave N.W.		
Address Line 2:	1200 Campau Square Plaza		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	Richard A. Gaffin		
Signature:	/richardagaffin/		
Date:	05/24/2005		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, **Soulmate Audio Books, Inc.**, a Michigan corporation ("Assignor"), has adopted, used, and is using the marks shown in the attached Schedule A (the "Marks") for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, the **Huntington National Bank**, a national banking association ("Assignee"), has made a loan to Brilliance Audio, Inc., a Michigan corporation ("Brilliance"), which owns 100% of Assignor, pursuant to a certain Revolving Credit Loan Agreement, dated as of the date hereof, between Brilliance and Assignee (the "Credit Agreement"), secured in part by a certain Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, made by Assignor in favor of Assignee (as each of the Trademark Collateral Assignment and Security Agreement and the Credit Agreement may be amended, modified, restated or supplemented from time to time, collectively referred to herein as the "Senior Loan Agreements"); and

WHEREAS, Mezzanine Opportunities LLC, an Ohio limited liability company ("MOF") has made a loan to Brilliance Audio Holdings, Inc., a Delaware corporation ("Holdings"), which owns 100% of the issued and outstanding shares of Brilliance, pursuant to a certain Senior Subordinated Note and Warrant Purchase Agreement, dated as of the date hereof, among Holdings, Assignor and Assignee (the "Purchase Agreement"), secured in part by a certain Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, made by Assignor in favor of MOF (as each of the Trademark Collateral Assignment and Security Agreement and the Purchase Agreement may be amended, modified, restated or supplemented from time to time, collectively referred to herein as the "Subordinated Loan Agreements") (the Senior Loan Agreements and the Subordinated Loan Agreements being collectively referred to herein as the "Agreements"); and

WHEREAS, pursuant to the Senior Loan Agreements, Assignor is granting to the Assignee a security interest in the Marks, in the goodwill of the business symbolized by the Marks, and the registrations and applications therefor;

WHEREAS, pursuant to the Subordinated Loan Agreements, Assignor has granted to MOF a security interest in the Marks, in the goodwill of the business symbolized by the Marks, and the registrations and applications therefor, and pursuant to an Intercreditor Agreement between Assignee and MOF of even date herewith (the "Intercreditor Agreement"), Assignee has agreed to hold such security interest on its own behalf and on behalf of and as agent and nominee for MOF.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, subject to the Intercreditor Agreement, does hereby collaterally assign unto Assignee, and grant to Assignee, a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Secured Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of the Assignee and MOF with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

SCHEDULE A

<u>Registration or Application No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Mark</u>
=2.789.439	United States	12/2/2003	Soulmate®
=76.493.734	United States	2/28/2003	Soulmate®

The registered mark Soulmate® is in the process of being assigned to Brilliance Audio, Inc. by Soulmate Audio Books, Inc.