

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-----------------------|
| Sheridan Square Entertainment, Inc. | | 07/27/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Bernard National Loan Investors, Ltd., as agent |
| Street Address: | 745 Fifth Avenue, 18th Floor |
| Internal Address: | c/o DBZ U.S. Advisors, LLC |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10151 |
| Entity Type: | Exempt Company: CAYMAN ISLANDS |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 2861839 | ARTEMIS RECORDS |
| Registration Number: | 2658104 | SHERIDAN SQUARE ENTERTAINMENT |
| Registration Number: | 2647752 | SPITFIRE |
| Registration Number: | 2831187 | SPITFIRE |
| Registration Number: | 2795234 | V2 RECORDS |
| Registration Number: | 2497894 | V2 |
| Registration Number: | 2529183 | V2 RECORDS |
| Registration Number: | 2625503 | V2 |
| Registration Number: | 2407967 | V2 |
| Registration Number: | 2830264 | V2 RECORDS |
| Registration Number: | 2830263 | V2 MUSIC |
| Registration Number: | 2538743 | V2 GROUP |
| Registration Number: | 2531053 | V2 |

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| | | |
|----------------------|---------|------------|
| Registration Number: | 2679264 | V2 RECORDS |
| Registration Number: | 2257554 | V2 |

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2124074149
Email: matthew.mayer@thomson.com
Correspondent Name: Loeb & Loeb LLP
Address Line 1: 345 Park Avenue
Address Line 2: attn: Loukia Harris, Legal Assistant
Address Line 4: New York, NEW YORK 10154

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Matthew Mayer |
| Signature: | /Matthew Mayer/ |
| Date: | 09/22/2006 |

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2006 (this "Agreement") is made by Sheridan Square Entertainment, Inc., a Delaware corporation ("Grantor"), in favor of Bernard National Loan Investors, Ltd., as agent (in such capacity, the "Agent") for the Lenders (as defined below), with reference to the following:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 27, 2006, among Grantor, CM, LLC ("CM"), Compendia Acquisition, LLC ("Compendia"), together with Grantor and CM, each a "Company" and collectively, the "Companies", Artemis Classics LLC ("Artemis"), Tone-Cool Records, Corp. ("Tone-Cool"), Musicrama Distribution & Marketing, Inc. ("MDM"), Sheridan Square Ventures I, LLC ("SSV"), Sheridan Square Publishing Group, LLC ("SSP"), VRNA, LLC ("VRNA"), together with Companies, Artemis, Tone-Cool, SSV and SSP, collectively, "Obligors", the lenders identified in the Credit Agreement (the "Lenders") and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Obligors subject to and in accordance with the terms and conditions of the Credit Agreement and the other Basic Documents; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the conditions, among others, that (i) Grantor shall have executed and delivered to the Agent, for the benefit of the Agent and the Lenders, that certain Amended and Restated Security Agreement, dated as of July 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement to the Agent, for the benefit of the Agent and the Lenders;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in

any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor or any of its Subsidiaries under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

Notwithstanding the foregoing, the Trademark Collateral shall exclude all Trademarks if and to the extent of the grant of a security interest in such Trademarks would, under applicable law, result in the abandonment, invalidation, unenforceability, cancellation or other loss of any right, title or interest of Grantor therein, so long as such restriction exists (which, with respect to intent-to-use Trademark applications, shall be at all times prior to the recording of a statement of use with the United States Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any country or other political subdivision thereof). Upon the elimination of such restriction with respect to any Trademark such Trademark shall automatically become part of the Collateral and subject to the terms of this Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Agent and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to the Agent and the Lenders that on the date hereof: (a) Schedule I hereto accurately and completely lists all of the Trademark applications, Trademark registrations, material unregistered Trademarks and Trademark Licenses in which Grantor holds any right, title or interest; and (b) Grantor holds all right, title and interest to such Trademarks and Trademark Licenses.

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

SHERIDAN SQUARE
ENTERTAINMENT, INC.

By: _____
Name: Joseph Bianco
Title: Co-Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BERNARD NATIONAL
LOAN INVESTORS, LTD., as the Agent

By: _____
Name: _____
Title: _____

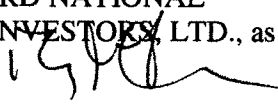
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHERIDAN SQUARE
ENTERTAINMENT, INC.

By: _____
Name: Joseph Bianco
Title: Co-Chief Executive Officer

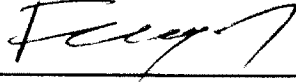
ACCEPTED AND ACKNOWLEDGED BY:

BERNARD NATIONAL
LOAN INVESTORS, LTD., as the Agent

By:  _____
Name: _____
Title: **Perry A. Gruss**
Authorized Signatory

STATE OF New York)
COUNTY OF New York) : ss.:

On the 2nd day of July, 2006, before me personally came Joseph Bianco to me known, who, being by me duly sworn did depose and say that he is the Co-Chief Executive Officer of Sheridan Square Entertainment, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public


FLAVIO A. CARDOSO
Notary Public, State of New York
No. 02CA6020336
Qualified in Queens County
Certificate Filed in New York County
Commission Expires 03/01/2011

NY489420
205865/10004

TRADEMARK
REEL: 003395 FRAME: 0813

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

| Mark | Status | U.S. Reg. No. | Date Registered |
|--|------------|---------------|-----------------|
| ARTEMIS RECORDS | Registered | 2,861,839 | 7/13/04 |
| SHERIDAN SQUARE ENTERTAINMENT | Registered | 2,658,104 | 12/10/02 |
| SPITFIRE and Design  | Registered | 2,647,752 | 11/12/02 |
| SPITFIRE | Registered | 2,831,187 | 4/13/04 |

FOREIGN TRADEMARK REGISTRATIONS

None.

PENDING U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

| Mark | Application Number | Registration Number | Date Registered |
|-----------------|--------------------|---------------------|-----------------|
| V2 Records | 76045647 | 2795234 | 12/16/03 |
| V2 Logo | 75979811 | 2497894 | 10/16/01 |
| V2 Records | 75979764 | 2529183 | 1/15/02 |
| V2 | 75686942 | 2625503 | 9/24/02 |
| V2 Logo | 75686941 | 2407967 | 11/28/00 |
| V2 Records Logo | 75686937 | 2830264 | 4/6/04 |
| V2 Music | 75686936 | 2830263 | 4/6/04 |
| V2 Group | 75232022 | 2538743 | 2/19/02 |
| V2 Logo | 75221768 | 2531053 | 1/22/02 |
| V2 Records | 75221767 | 2679264 | 1/28/03 |
| V2 | 75212632 | 2257554 | 6/29/99 |