

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		02/07/2008	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Concord Music Group, Inc. (successor in interest by merger to Telarc International Corporation)
Street Address:	100 NORTH CRESCENT DRIVE, STE. 275
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3276790	BREATHE
Registration Number:	3115850	HEADS UP
Registration Number:	1694087	JAZZ
Registration Number:	1584463	TELARC DIGITAL
Registration Number:	1583495	TELARC

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Catherine R. Howell, Senior Paralegal
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Address Line 2: Morgan, Lewis & Bockius LLP
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CH \$140.00 3276790

ATTORNEY DOCKET NUMBER:	066397-0372
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	03/04/2008
Total Attachments: 4 source=telarconcord#page1.tif source=telarconcord#page2.tif source=telarconcord#page3.tif source=telarconcord#page4.tif	

**RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Release of Trademark Security Agreement ("Release") is entered into as of February 7, 2008 by JPMorgan Chase Bank, National Association, a national banking association, as Administrative Agent under the Credit Agreement (as defined below) (the "Administrative Agent") in favor of Telarc International Corporation (the "Pledgor").

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated November 21, 2006, among Concord Music Group, Inc. (the "Borrower"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and the Administrative Agent (the "Credit Agreement"), the Administrative Agent and Lenders made certain loans to Borrower;

WHEREAS, to secure repayment of the Obligations (as defined in the Credit Agreement), Borrower granted Administrative Agent a security interest in Trademark Collateral as defined in and pursuant to, that certain Credit Agreement and that certain Trademark Security Agreement dated as of November 21, 2006 (the "Trademark Security Agreement") (such agreements taken together the "Trademark Security Interest Grant");

WHEREAS, a copy of the Trademark Security Agreement was recorded with the U.S. Patent & Trademark Office on November 22, 2006, and a copy of such recordation appears at Reel No. 3433, Frame No. 0368 against:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

WHEREAS, Borrower (i) has repaid in full the Obligations and (ii) the Commitments (as defined in the Credit Agreement) to make Loans under the Credit Agreement have been terminated; and

WHEREAS, Borrower and Administrative Agent are terminating the Trademark Security Interest Grant effective as of the date hereof, and, in connection therewith, Administrative Agent desires to release all of its Liens and security interests in the Trademark Collateral (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the mutual agreement contained herein, Administrative Agent hereby agrees as follows:

1. Effective as of the date hereof, the Trademark Security Interest Grant is hereby terminated, and all of Administrative Agent's Liens and security interests in the Trademark Collateral and any other Trademark Collateral in which a security interest is granted to Administrative Agent by the Credit Agreement and Trademark Security Agreement are hereby terminated and released, and shall have no further right under, and Borrower shall have no further obligations to Administrative Agent in connection with the Trademark Collateral under the Credit Agreement and pursuant to, the Trademark Security Agreement.

2. This Release, and all of the rights and liabilities hereunder, shall be construed in all respects in accordance with, and governed by, all of the provisions of the New York Uniform Commercial Code and by the other internal laws (as opposed to conflicts of law provisions) of the State of New York, and, of and to the extent applicable, federal trademark law.

[signature page follows]

IN WITNESS WHEREOF, this Release has been duly executed as of the date first written above.

JPMORGAN CHASE BANK, National
Association, as Administrative Agent

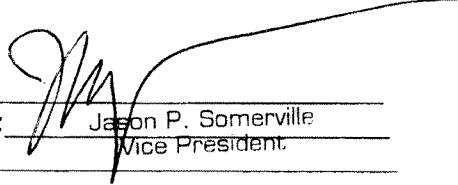


By: 
Name: Jason P. Somerville
Title: Vice President

EXHIBIT A

Mark	Serial No.	Reg. No.	Reg. Date
BREATHE	78/608,917	3,276,790	8/7/07
HEADS UP	76/643,074	3,115,850	7/18/05
JAZZ (Stylized) 	74/100,255	1,694,087	6/16/92
TELARC DIGITAL & Design 	73/813,287	1,584,463	2/27/90
TELARC	73/813,219	1,583,495	2/20/90