

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alliance Entertainment, LLC
Directiou, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 1, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Wells Fargo Capital Finance, LLC

Internal _____

Address: _____

Street Address: 2450 Colorado Ave, Suite 3000 West

City: Santa Monica

State: CA

Country: USA Zip: 90404

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Delaware LLC Citizenship USA

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2908265 (See Schedule I)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: (800) 342-3676 ext. 4065

Fax Number: (800) 962-7049

Email Address: susan.obrien@wollarskluyt.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 12/10

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

September 1, 2010

Date

Denabe Parker, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

SCHEDULE 5**TRADEMARKS****United States Trademark Registrations:**

	<u>Owner:</u>	<u>Reg. No.:</u>	<u>Mark:</u>
1.	Source Interlink Distribution, LLC*	2908265	AEC SUPPLY CHAIN MANAGEMENT
2.	Source Interlink Distribution, LLC*	2401942	AM2PED and design
3.	Source Interlink Distribution, LLC*	2454741	AM2PED and design
4.	Source Interlink Distribution, LLC*	2397766	AMIGO! AEC MUSIC INDEX and design
5.	Source Interlink Distribution, LLC*	2404000	CDF CONSUMER DIRECT FULFILLMENT and design
6.	Source Interlink Distribution, LLC*	3434119	N CIRCLE ENTERTAINMENT and design
7.	Source Interlink Distribution, LLC*	2545587	THE STORE 24 and design
8.	Source Interlink Distribution, LLC*	2578258	WEB AMI INTERACTIVE AEC MUSIC INDEX
9.	Source Interlink Distribution, LLC*	2864025	ONE WAY RECORDS
10.	Source Interlink Distribution, LLC*	2393497	IDN INNOVATIVE DISTRIBUTION NETWORK (stylized)
11.	Source Interlink Distribution, LLC*	2620526	SCHWANN ONLINE
12.	Source Interlink Distribution, LLC*	2461111	AEC ONE STOP GROUP

* To be assigned to Alliance Entertainment, LLC effective as of the Closing Date.

Foreign Trademark Registrations:

<u>Owner:</u>	<u>Reg. No.:</u>	<u>Country</u>	<u>Mark:</u>
Alliance Entertainment Corporation*	823045471	Brazil	AEC ONE STOP GROUP
Alliance Entertainment Corporation*	823045536	Brazil	AEC ONE STOP GROUP
Alliance Entertainment Corporation*	823045463	Brazil	AMIGO! AEC MUSIC INDEX and design
AEC One Stop Group, Inc.*	1686062	EU	SQUARECURVE
AEC One Stop Group, Inc.*	2233472	UK	SQUARECURVE

Pending Applications:

	<u>Owner:</u>	<u>Application No.:</u>	<u>Mark:</u>
1.	Source Interlink Distribution, LLC*	77/861564	THEY'LL NEVER KNOW THEY'RE LEARNING

Domain Names:

<u>Domain Name:</u>	<u>Registrar:</u>	<u>Expires:</u>	<u>Registrant:</u>
aeconestop.biz	Network Solutions	11/8/2013	Source Interlink Distribution, LLC*
aeconestop.com	Network Solutions	6/15/2011	Source Interlink Distribution, LLC*
aecscm.com	Network Solutions	2/20/2011	Source Interlink Distribution, LLC*
aecsupplychain.com	Network Solutions	2/20/2011	Source Interlink Distribution, LLC*
aecsupplychainmgmt.com	Network Solutions	2/20/2011	Source Interlink Distribution, LLC*
aent.biz	Network Solutions	11/8/2013	Source Interlink Distribution,

* To be assigned to Alliance Entertainment, LLC effective as of the Closing Date.

<u>Domain Name:</u>	<u>Registrar:</u>	<u>Expires:</u>	<u>Registrant:</u>
			LLC*
aent.com	Network Solutions	9/15/2013	Source Interlink Distribution, LLC*
allianceentertainment.biz	Network Solutions	11/8/2013	Source Interlink Distribution, LLC*
am2ped.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
ampedonline.com	Network Solutions	4/16/2011	Source Interlink Distribution, LLC*
Babycarenow.com	Network Solutions	6/12/2011	Source Interlink Distribution, LLC*
biggerlots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
blowitoutahere.com	Network Solutions	8/21/2010	Source Interlink Distribution, LLC*
blowitoutahear.com	Network Solutions	2/6/2010	Source Interlink Distribution, LLC*
blowitoutofhear.com	Network Solutions	8/21/2010	Source Interlink Distribution, LLC*
blowitoutofhere.com	Network Solutions	8/21/2010	Source Interlink Distribution, LLC*
blowitouttahear.com	Network Solutions	8/21/2010	Source Interlink Distribution, LLC*
blowitouttahere.com	Network Solutions	8/21/2010	Source Interlink Distribution, LLC*
cdlots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
chcapmusic.com	Network Solutions	2/2/2011	Source Interlink Distribution, LLC*
dvdsmoviesandmusic.com	Network Solutions	2/23/2010	Source Interlink Distribution, LLC*

<u>Domain Name:</u>	<u>Registrar:</u>	<u>Expires:</u>	<u>Registrant:</u>
flicklots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
idndist.com	Network Solutions	4/16/2011	Source Interlink Distribution, LLC*
instore24.com	Network Solutions	3/28/2010	Source Interlink Distribution, LLC*
laserlots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
lessforlots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
medialots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
mondolots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
monsteroftots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
moribitoanime.com	Network Solutions	9/4/2010	Source Interlink Distribution, LLC*
moviesdvdsandmusic.com	Network Solutions	2/23/2010	Source Interlink Distribution, LLC*
musicauction.com	Network Solutions	9/11/2010	Source Interlink Distribution, LLC*
ncircleentertainment.com	Network Solutions	9/27/2010	Source Interlink Distribution, LLC*
retracksondemand.com	Network Solutions	3/2/2011	Source Interlink Distribution, LLC*
retracks-on-demand.com	Network Solutions	3/2/2011	Source Interlink Distribution, LLC*
rocklots.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
shopamg.biz	Network Solutions	5/21/2012	Source Interlink Distribution, LLC*

<u>Domain Name:</u>	<u>Registrar:</u>	<u>Expires:</u>	<u>Registrant:</u>
shopamg.com	Network Solutions	5/21/2012	Source Interlink Distribution, LLC*
stripesentertainment.com	Network Solutions	9/12/2010	Source Interlink Distribution, LLC*
sureloholmes.com	Network Solutions	5/31/2010	Source Interlink Distribution, LLC*
thestore24.biz	Network Solutions	11/8/2013	Source Interlink Distribution, LLC*
thestore24.com	Network Solutions	4/16/2011	Source Interlink Distribution, LLC*
thestore-24.com	Network Solutions	4/16/2011	Source Interlink Distribution, LLC*
urbannewsmagazine.com	Network Solutions	6/5/2010	Source Interlink Distribution, LLC*
d2ustore.com	Network Solutions	2/7/2011	Directtou, Inc.**
directtoustore.com	Network Solutions	2/7/2011	Directtou, Inc.**
Dtoustore.com	Network Solutions	2/7/2011	Directtou, Inc.**

** To be assigned to Directtou, LLC effective as of the Closing Date.

LA1 261660.1 101413 000109

TRADEMARK
REEL: 004276 FRAME: 0668

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of September, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 1, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Project Panther Acquisition Corporation, a Delaware corporation, as parent ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, each individually, a "Borrower", and individually and collectively, jointly and severally, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, and certain other agents and/or arrangers, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of September 1, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full

in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO

REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ALLIANCE ENTERTAINMENT, LLC,
a Delaware limited liability company

By: 

Name: Mary Ann Sigler

Title: Vice President

DIRECTTOU, LLC,
a Delaware limited liability company

By: 

Name: Mary Ann Sigler

Title: Vice President

[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company,
as Agent

By:

Name: David Klages

Title: Director

[Signature page to Trademark Security Agreement]

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