

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
BMG IP, LLC		10/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A, as Agent		
Street Address:	277 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Bank - National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3015684	BOY MEETS GIRL	
Registration Number:	2913262		
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018623		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, rasmus@mayerbrown.com		
Correspondent Name:	Richard M. Assmus		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	08053626 RMA		
NAME OF SUBMITTER:	Richard M. Assmus		
Signature:	/rma/		

OP \$65.00 3015684

Date:

12/02/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2010 (this "Agreement"), between **BMG IP, LLC**, a Delaware corporation (the "Assignor"), in favor of **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), as agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

W I T N E S S E T H:

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, Jacques Moret, Inc. and Regent-Sutton, LLC have entered into the Second Amended and Restated Security Agreement, dated as of January 31, 2008 (the "Security Agreement"), as amended, in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement by amending Annex I attached hereto to include reference to any

right, title or interest of the Assignee in any additional Trademarks and to delete any reference to any Trademarks in which the Grantor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

BMG IP, LLC, as Assignor

By: 

Name: JOSEPH Hanamy
Title: PRESIDENT

JPMORGAN CHASE BANK, N.A. , as Assignee

By: 

Name: Lora Eisenberg
Title: Underwriter III

ANNEX I
to
Trademark Security Agreement

Trademarks and Trademark Applications

Item A. Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Registered Trademarks</u>		
		<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BMG IP, LLC	US	"BOY MEETS GIRL"	3015684	11/15/2005
BMG IP, LLC	US	"DESIGN MARK ONLY"	2913262	12/21/2004