

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, N.A.		10/05/2011	National Banking Association:

RECEIVING PARTY DATA

Name:	Bug Music, Inc.
Street Address:	6100 Wilshire Blvd., Suite 1600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	CORPORATION: CALIFORNIA

Name:	T/Q Music, Inc.
Street Address:	6100 Wilshire Blvd., Suite 1600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	CORPORATION: CALIFORNIA

Name:	Windswept Holdings LLC
Street Address:	6100 Wilshire Blvd., Suite 1600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	Bug Music New York, Inc.
Street Address:	6100 Wilshire Blvd., Suite 1600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048

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TRADEMARK
 REEL: 004641 FRAME: 0443

Entity Type: CORPORATION: NEW YORK

Name:	Thomas J. Valentino, Inc.
Street Address:	6100 Wilshire Blvd., Suite 1600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90048
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1924174	BUG MUSIC
Registration Number:	1925980	BUG
Registration Number:	2688658	BUGMUSIC
Serial Number:	78808485	BUG
Registration Number:	2447479	W
Registration Number:	2442048	WINDSWEPT
Registration Number:	2443913	W WINDSWEPT

CORRESPONDENCE DATA

Fax Number: (310)996-7007
Phone: 310.312.4000
Email: rwalsh@manatt.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Jill M. Pietrini, Esq.
Address Line 1: 11355 W. Olympic Boulevard
Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:	40240-038
NAME OF SUBMITTER:	Jill M. Pietrini, Esq.
Signature:	//jmp//
Date:	10/13/2011

Total Attachments: 5
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this "Termination") is executed as of October 5, 2011 by JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") pursuant to that certain Amended and Restated Credit, Security, Pledge and Guaranty Agreement, dated as of August 8, 2008 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms therein), by and among Bug Music, Inc., as borrower (the "Borrower"), the guarantors referred to therein (the "Guarantors"), the lenders referred to therein (the "Lenders"), the Administrative Agent and JPMorgan Chase Bank, N.A., as issuing bank (the "Issuing Bank").

WHEREAS, the Administrative Agent, the Borrower and the Guarantors entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of June 29, 2007 (the "Trademark Security Agreement"), and recorded it with the United States Patent and Trademark Office on July 10, 2007 as Reel/Frame 003577/0528;

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgors granted to the Administrative Agent (on behalf of itself, the Lenders and the Issuing Bank) a lien upon the Trademark Collateral (as defined in the Trademark Security Agreement) in order to secure the prompt and complete payment and performance of all Obligations arising under the Credit Agreement, including a security interest in the Trademark Collateral identified on Exhibit A attached hereto;

WHEREAS, the Credit Agreement, the Trademark Security Agreement, and all other Fundamental Documents have been terminated and all outstanding Obligations due under the Fundamental Documents have been paid in full; and

WHEREAS, the Administrative Agent has agreed to terminate all of its security interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

The Administrative Agent (on behalf of itself, the Lenders and the Issuing Bank) hereby unconditionally releases and terminates any and all liens and security interests granted to it in the Trademark Collateral and hereby terminates the Trademark Security Agreement, and authorizes the recordation of this Termination with the United States Patent and Trademark Office.

To the extent that the Administrative Agent, any of the Lenders or the Issuing Bank shall be deemed to have any right, title or interest in the Trademark Collateral pursuant to the Fundamental Documents, retransfers and reassigns to the Borrower or the Guarantors (as applicable) without recourse, representation or warranty all of such right, title and interest.


The Administrative Agent shall, at the cost and expense of the Borrower, promptly execute and deliver to the Borrower all documents and instruments reasonably requested by the Borrower to further evidence the release and termination of the liens, security interests and other rights in favor of the Administrative Agent, the Lenders and the Issuing Bank described herein.

This Termination shall be governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first written above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the benefit of itself, the
Lenders and the Issuing Bank

By: 

Name: Patrick J. Minnick
Title: Vice President

[Signature Page to Termination of Security Interest in Trademarks]

TRADEMARK
REEL: 004641 FRAME: 0447

EXHIBIT A

SCHEDULE OF TRADEMARKS

(See Attached.)

Exhibit A

SPEEDOR	TRADEMARK	COUNTRY OF REGISTRATION	REGISTRATION NUMBER
Bug Music, Inc.	BUG MUSIC	U.S.	1,924,174
Bug Music, Inc.	BUG and design	U.S.	1,925,980
Bug Music, Inc.	BUGMUSIC	U.S.	2,688,658
Bug Music, Inc.	BUG and design	U.S.	78/808,485 (Application #)
Bug Music, Inc.	BUG and design	Great Britain and Northern Ireland	2007462
Bug Music, Inc.	BUG MUSIC	Great Britain and Northern Ireland	2007463
Windswept Holdings, LLC	U.S. Service mark for "W (& Design)"	U.S.	2,447,479
Windswept Holdings, LLC	U.S. Service mark for "W Windswept (& Design)"	U.S.	2,442,048
Windswept Holdings, LLC	U.S. Trademark/service mark for "Windswept"	U.S.	2,443,913