

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
Bug Music, Inc.		06/29/2007	CORPORATION: CALIFORNIA
T/Q Music, Inc.		06/29/2007	CORPORATION: CALIFORNIA
Windswept Holdings LLC		06/29/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
Bug Music New York, Inc.		06/29/2007	CORPORATION: NEW YORK
Thomas J. Valentino, Inc.		06/29/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

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

CORRESPONDENCE DATA

Fax Number: (202)739-3001

CH \$190.00 1924174

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5846
Email: trademarks@morganlewis.com, bmiller@morganlewis.com,
ateixeira@morganlewis.com
Correspondent Name: Brett I. Miller
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Brett I. Miller
Signature:	/Brett I. Miller/
Date:	07/10/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of June 29, 2007

WHEREAS, BUG MUSIC, INC., a California corporation, T/Q MUSIC, INC., a California corporation, WINDSWEPT HOLDINGS LLC, a California limited liability company, BUG MUSIC NEW YORK, INC., a New York corporation, and THOMAS J. VALENTINO, INC., a New York corporation (each a “Pledgor” and collectively, the “Pledgors”) now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the “USPTO”) or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of June 29, 2007 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among Bug Music, Inc. (the “Borrower”), the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”) and JPMorgan Chase Bank, National Association, a national banking association, as administrative agent (the “Administrative Agent”), the Lenders have agreed to make loans to the Borrower. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to substantially all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of each Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(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 a 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.

Provided, however, notwithstanding any of the other provisions herein, this Trademark Security Agreement shall not constitute a grant of a security interest that would result in the forfeiture of a Pledgor's rights in any Trademark applications filed with the USPTO on the basis of such Pledgor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing with the USPTO would adversely affect the enforceability or validity of such Trademark application.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement,

and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that (i) if any Person shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right therein of such Pledgor, the Administrative Agent or the Lenders or (ii) if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event (unless such Pledgor shall itself commence actions reasonably satisfactory to the Administrative Agent in response to such acts), upon thirty (30) days' prior written notice to such Pledgor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at such Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. The Pledgors and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders) shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation (other than with respect to Liens upon such released collateral in favor of the Administrative Agent, for the benefit of itself, the Issuing Bank and the Lenders), warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) will provide notice(s) required by

Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which they are parties, Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

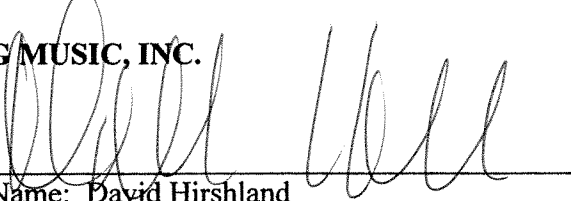
If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Pledgors have duly executed this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGORS:

BUG MUSIC, INC.

By: 
Name: David Hirshland
Title: President

T/Q MUSIC, INC.

By: _____
Name: James Quagliaroli
Title: Executive Vice President

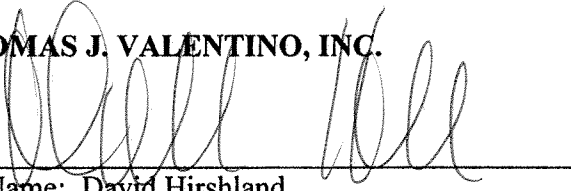
WINDSWEPT HOLDINGS LLC

By: _____
Name: James Quagliaroli
Title: Executive Vice President

BUG MUSIC NEW YORK, INC.

By: _____
Name: James Quagliaroli
Title: Executive Vice President

THOMAS J. VALENTINO, INC.

By: 
Name: David Hirshland
Title: Vice President


IN WITNESS WHEREOF, the undersigned Pledgors have duly executed this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGORS:


BUG MUSIC, INC.

By: _____
Name: David Hirshland
Title: President


T/Q MUSIC, INC.

By:  _____
Name: James Quagliaroli
Title: Executive Vice President

WINDSWEPT HOLDINGS LLC

By:  _____
Name: James Quagliaroli
Title: Executive Vice President

BUG MUSIC NEW YORK, INC.

By:  _____
Name: James Quagliaroli
Title: Executive Vice President

THOMAS J. VALENTINO, INC.

By: _____
Name: David Hirshland
Title: Vice President

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On June 27, 2007 before me, Susan Francisco, Notary Public,
personally appeared David Hirstland, personally known to me or
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Susan S. Francisco
SIGNATURE OF NOTARY

[SEAL]



STATE OF Massachusetts)
) SS.
COUNTY OF Suffolk)

On June 29, 2007 before me, Sandra J. Allen, Notary Public, personally appeared James J. Quagliaroli, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

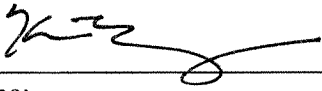
WITNESS my hand and official seal.

Sandra J. Allen
SIGNATURE OF NOTARY 2.15.2013

[SEAL]

Accepted:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By 

Name: Kin W. Cheng
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003577 FRAME: 0538

SCHEDULE A
to Trademark Security Agreement

PLEDGOR	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

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

None.