

03-25-1999



100994064

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

3-19-99

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/25/1999 DNGUYEN 00000024 323327  
01 FC:481 40.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1873 FRAME: 0843

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
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| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

|                                      |                      |                      |
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| <input type="text" value="323,327"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                 | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                 | <input type="text"/> | <input type="text"/> |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh

March 17, 1999

Name of Person Signing

Signature

Date Signed

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT dated as of August 31, 1992 by The First National Bank of Chicago, as Agent ("FNBC").

W I T N E S S E T H:

WHEREAS, FNBC and Muzak Limited Partnership (the "Company") are parties to a certain Credit Agreement and a Patent Security Agreement both dated as of March 9, 1989, (herein collectively referred to as the "Agreements") and a First Priority Lien and Security Interest Grant dated March 9, 1989 (the "Grant"), pursuant to which the Company incurred certain liabilities to FNBC and granted a first priority lien and security interest in the entire right, title and interest in the trademarks, registrations therefor, and trade names, including the goodwill associated with the foregoing, all as identified on Appendix I attached hereto (collectively the "Trademarks") as security for the Company's "Obligations" (as defined in the Agreements) to FNBC;

WHEREAS, the Grant was recorded in the United States Patent and Trademark Office at Reel 0672, Frames 573-576; and

WHEREAS, the Company has satisfied the Obligations and has requested that FNBC release its security interest in the Trademarks and reassign the same to the Company;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. FNBC hereby releases its security interest in and collateral assignment of the Trademarks.

2. FNBC hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by FNBC all of FNBC's right, title and interest, if any, in and to:

(i) The Trademarks and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world; and

(ii) The goodwill of the business associated with and symbolized by the Trademarks and Tradenames.

TRADEMARK

REI0898 FRAME108

IN WITNESS WHEREOF, FNBC has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO,  
As Agent

REEL 898 FRAME 109

TRADEMARK

By: Linda Bergomi  
Its: Vice President.

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 26<sup>th</sup> day of August, 1992 before me personally appeared Linda Bergomi to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of The First National Bank of Chicago, as Agent.

Mary C. Wahlund  
Notary Public  
Cook County, IL

My commission expires: 1/22/95

" OFFICIAL SEAL "  
MARY C WAHLUND  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 1/22/95

APPENDIX I

Muzak Limited Partnership

Service Marks, Trademarks and Trade Names

| <u>Service Marks</u>                   | <u>Registration Date</u> | <u>Registration No.<br/>or Serial No.</u> |
|--|--------------------------|---|
| FM-1                                   | Applied 7-13-87          | Ser. No. 671,820                          |
| Foreground Music One                   | 9-8-87                   | 1,456,883                                 |
| More Than Music<br>an Environment      | 1-14 86                  | 1,378,483                                 |
| Multi-Colored<br>Stripe Design         | 6-23-87                  | 1,444,461                                 |
| Muzak                                  | 11-20-73<br>12-21-74     | 973,643<br>599,782                        |
| Music Plus                             | Applied 8-26-88          | Ser. No. 749,169                          |
| Music by Muzak<br>& Design             | 4-24-82                  | 730,576                                   |
| Music One                              | 8-30-83                  | 1,250,047                                 |
| Muzak Design                           | 8-11-87                  | 1,452,525                                 |
| Muzak & Multi-colored<br>Stripe Design | 9-16-86                  | 1,409,835                                 |
| Sound Business<br>Solutions            | 11-18-86                 | 1,417,717                                 |
| Sounds of Success                      | Applied 7-13-87          | Ser. No. 671,819                          |
| Stimulus Progression                   | 11-25-86                 | 1,418,700                                 |
| Travel Muzak                           | 11-1-75                  | 615,498                                   |
| Adcaster                               | 10-11-88                 | 1,507,899                                 |
| Muzak                                  | 2-3-82<br>4-9-75         | 393,293<br>323,327                        |

TRADEMARK

REEL 898 FRAME 110

APPENDIX I

Muzak Limited Partnership

Service Marks, Trademarks and Trade Names

| <u>Service Marks</u> | <u>Registration Date</u> | <u>Registration No.<br/>or Serial No.</u> |
|----------------------|--------------------------|---|
| Muzachime            | 1-20-81                  | 1,146,069                                 |
| Telehost             | 6-9-81                   | 1,157,590                                 |
| Tones                | 8-23-83                  | 1,248,832                                 |
| Yesco                | Applied 7-13-87          | Ser. No. 671,822                          |

Trade Names

Muzak  
Yesco  
Yesco Foreground Music

TRADEMARK

REEL 898 FRAME 111

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PATENT AND TRADEMARK  
OFFICE

SLP 23 1992