

04-08-1999



101005367

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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)

- 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.)

04/08/1999 DNGUYEN 00000070 75468762

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
900.00 DP

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, DC 20231

REEL: 1879 FRAME: 0748

**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

(212) 735-4188

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)**

<input type="text" value="75468762"/>	<input type="text" value="75367897"/>	<input type="text" value="75608892"/>
<input type="text" value="75454479"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1507899"/>	<input type="text" value="1653907"/>	<input type="text" value="1802376"/>
<input type="text" value="1814119"/>	<input type="text" value="1844796"/>	<input type="text" value="1667017"/>
<input type="text" value="1617101"/>	<input type="text" value="1456883"/>	<input type="text" value="1647726"/>

**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.

Kristine Fyle

Name of Person Signing

Kristine Fyle

Signature

3/31/99

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

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Enter Additional Receiving Party

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   

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<input type="text" value="1650387"/>	<input type="text" value="730576"/>	<input type="text" value="1734512"/>
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<input type="text" value="323327"/>	<input type="text" value="973643"/>	<input type="text" value="393293"/>
<input type="text" value="599782"/>	<input type="text" value="1766564"/>	<input type="text" value="1667864"/>
<input type="text" value="1667865"/>	<input type="text" value="1645535"/>	<input type="text" value="1662010"/>
<input type="text" value="1417717"/>	<input type="text" value="1418700"/>	<input type="text" value="1811071"/>

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Month Day Year

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MLP Environmental Music, LLC

03 18 99

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Washington

**Receiving Party**

Enter Additional Receiving Party

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated as of March 18, 1999, is entered into between **AUDIO COMMUNICATIONS NETWORK, LLC**, a Delaware limited liability company ("**Company**"), **MUZAK HOLDINGS LLC**, a Delaware limited liability company ("**Holdings**"), and **CERTAIN PRESENT AND FUTURE DOMESTIC SUBSIDIARIES OF COMPANY** (collectively, the "**Subsidiary Guarantors**"), whether as an original signatory thereto or as an Additional Grantor (Company, Holdings and each Subsidiary Guarantor are each a "**Grantor**"), and **CANADIAN IMPERIAL BANK OF COMMERCE**, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees (in such capacity, "**Administrative Agent**"). Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of March 18, 1999 between Grantors and Administrative Agent (the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, each Grantor is pledging, assigning, and granting a continuing first priority security interest in and lien on and right of set-off to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, in certain collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) As security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise in accordance with the Security Agreement (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Secured Obligations with respect to each Grantor, each Grantor hereby, pledges, assigns and grants to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, a continuing first priority security interest in and lien on and right of set-off against all U.S. and foreign rights of each Grantor, whether now owned or hereafter acquired, in all Trademarks.

(b) For purposes of this Agreement, "Trademarks" shall mean all U.S. and foreign rights of each Grantor, in all trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, together with goodwill, registrations and applications relating to the foregoing and any extensions and renewals of the foregoing (including, without limitation, each



trademark and service mark registration and application identified in Schedule A attached hereto and incorporated herein by reference) and including all income, fees, royalties and other payments at any time due or payable with respect to the foregoing, including, without limitation, payments under all licenses at any time entered into in connection therewith; all causes of action, the right to sue for past, present and future infringements thereof; all rights corresponding thereto throughout the world; and any and all other proceeds and products of any of the foregoing, including without limitation, all damages and payments or claims by each Grantor against third parties for past or future infringement.

(c) Schedule A attached hereto contains a true and accurate list of all of each Grantor's U.S. Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to Administrative Agent, as agent for the benefit of Lenders and Lender Counterparties and Indemnitees, under the Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Credit Documents and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Credit Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

## 2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes Administrative Agent, upon notice to each Grantor, to modify this Agreement in the name of and on behalf of each Grantor without obtaining each Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A attached hereto, to add any right, title, or interest in any U.S. Trademark owned or subsequently acquired by each Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title, or interest in any U.S. Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Termination of Agreement.

When the Secured Obligations have been indefeasibly paid and performed in full and upon the cancellation or termination of the Commitments and upon cancellation or expiration of all outstanding Letters of Credit, this Agreement shall terminate and Administrative Agent, at the request and sole expense of the Grantors, will execute and deliver to the Grantors the proper instruments acknowledging termination of this Agreement and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied to, or released from the security interest created hereby and under the Security Agreement.

4. Governing Law.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UNIFORM COMMERCIAL CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Administrative Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of Administrative Agent, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Grantors and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**AUDIO COMMUNICATIONS NETWORK, LLC,**  
as a Grantor

By Peni Garber  
Name: Peni Garber  
Title: Executive Vice President

**MUZAK HOLDINGS LLC,**  
as a Grantor

By Peni Garber  
Name: Peni Garber  
Title: Executive Vice President

**MUZAK CAPITAL CORPORATION,**  
as a Grantor

By Peni Garber  
Name: Peni Garber  
Title: Vice President

**MLP ENVIRONMENTAL MUSIC, LLC,**  
as a Grantor

By Peni Garber  
Name: Peni Garber  
Title: Vice President

**ELECTRO-SYSTEMS CORPORATION,**  
as a Grantor

By Peni Garber  
Name: Peni Garber  
Title: Vice President

**BUSINESS SOUND, INC.,**  
as a Grantor

By Peni Garber  
Name: Peni Garber  
Title: Vice President

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Administrative Agent

By \_\_\_\_\_  
Name:  
Title:

**ELECTRO-SYSTEMS CORPORATION,**  
as a Grantor

By \_\_\_\_\_  
Name:  
Title:

**BUSINESS SOUND, INC.,**  
as a Grantor

By \_\_\_\_\_  
Name:  
Title:

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Administrative Agent

By  \_\_\_\_\_  
Name:  
Title: **KEITH LABBATE**  
**EXECUTIVE DIRECTOR**  
**CIBC Oppenheimer Corp., AS AGENT**

STATE OF MA )  
 ) SS.  
COUNTY OF Suffolk )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peni Garber personally known to me to be the EVP of **AUDIO COMMUNICATIONS NETWORK, LLC**, a Delaware limited liability company, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 18<sup>th</sup> day of March \_\_, 1999.

Eric A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
 ) SS.  
COUNTY OF Suffolk )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peni Garber personally known to me to be the EVP of **MUZAK HOLDINGS LLC**, a Delaware limited liability company, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 18<sup>th</sup> day of March \_\_, 1999.

Eric A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
 ) SS.  
COUNTY OF Suffolk )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peni Garber personally known to me to be the VP of **MUZAK CAPITAL CORPORATION**, a Delaware [corporation], appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 18<sup>th</sup> day of March \_\_, 1999.

Eric A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
 ) SS.  
COUNTY OF Suffolk )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peni Garber personally known to me to be the EVP of **MLP ENVIRONMENTAL MUSIC, LLC**, a Washington [corporation], appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and notarial seal this 18<sup>th</sup> day of March \_\_, 1999.

Eric A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
COUNTY OF Suffolk ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peni Garber personally known to me to be the VP of **ELECTRO-SYSTEMS CORPORATION**, a Florida [corporation], appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

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Eva A. Cooper  
Notary Public

My commission expires: 07/02/04

STATE OF MA )  
COUNTY OF Suffolk ) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Peni Garber personally known to me to be the VP of **BUSINESS SOUND, INC.**, a Ohio [corporation], appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

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Eva A. Cooper  
Notary Public

My commission expires: 07/02/04



Schedule A to TRADEMARK SECURITY AGREEMENT

REGISTERED  
TRADEMARKS AND APPLICATIONS

Client Name File Number	Mark	Status	Application No.	App Date Pub Date	ITU Date	Allowance Date	Registration No.	Reg. Date	Renewal Classes	Date	Atty.
MUZAK LIMITED PARTNERSHIP 12778-0032-50653-Argentina	MUZAK	Registered					1478867	10/29/93	10/29/03	38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50647-Argentina	MUZAK	Ren Req					1289155	05/10/88	05/10/08	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50540-Australia	MUZAK	Registered					1336069	08/02/79	08/02/00	41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50539-Australia	MUZAK	Renewed					1167873	07/18/61	07/18/06	16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50538-Australia	MUZAK	Registered					183379	03/26/45	03/26/01	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50531-Austria	MUZAK	Registered					54216	12/01/65	12/31/05	22, 25, 28	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50699-Austria	TOMES	Registered					96844	05/11/81	05/31/01	09, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50541-Benelux	MUZAK	Registered					88407	12/17/71	12/17/99	09, 15, 16	BMG

Client Name File Number	Mark	Status	Application No.	App Date Pub Date	ITU Date	Allowance Date	Registration No.	Reg. Date	Renewal Date Classes	Atty.
MUZAK LIMITED PARTNERSHIP 12778-0032-50700-Benelux	TONES	Registered					371520	02/17/01	02/17/01 09, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50689-Benelux	TRAVEL MUZAK	Registered					88408	12/17/71	12/17/99 09, 15, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50524-Bermuda	FM ONE	28-extend.	25769	01/18/94	no					BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50525-Bermuda	FOREGROUND MUSIC ONE	Registered	25770	01/18/94 05/12/95	no		25770	01/18/94	01/18/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50541-Bermuda	MUZAK	Registered					2572	06/06/67	06/06/03 06	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50656-Bermuda	TONES	Registered	21954				821954	11/03/93	01/08/00 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50526-Bermuda	TONES	Registered	25769	01/18/94 05/12/95	no		25769	01/18/94	01/18/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50544-Bolivia	MUZAK	Renewed	49870	02/03/86			A38433	12/16/77	12/16/07 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50543-Bolivia	MUZAK	Renewed					A38432	12/16/77	12/16/07 09	BMG

Client Name File Number	Mark	Status	Application No.	App Date Pub Date	ITU Date	Allowance Date	Registration No.	Reg. Date	Renewal Date Classes	Atty.
MUZAK LIMITED PARTNERSHIP 12778-0032-50665-Canada	MUSIC ON STIGT	Proposed								BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50532-Canada	MUZAK	Registered					718681	10/28/43	10/28/03 N/A	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50676-Canada	STIMULUS PROGRESSION	Registered					209182	03/23/84	03/23/99	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50701-Canada	TONES	Registered					343665	11/17/89	11/17/04 N/A	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50677-Canada	TESCO	Registered					348744	12/02/88	12/02/03 N/A	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50666-Canada	ZTV	Proposed								BMG

Client Name File Number	Mark	Status	Application No.	App Date Pub Date	ITU Date	Allowance Date	Registration No.	Reg. Date	Renewal Date Classes	Atty.
MUZAK LIMITED PARTNERSHIP 12778-0032-50556-Costa Rica	MUZAK (COMMERCIAL NAME)	Registered					49877		N/A	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50747-Czech Republic	MUZAK	Response	134757	07/28/98	yes				9, 37, 42	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50558-Denmark	MUZAK	Renewed					32681966	12/09/66	12/09/06	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50702-Denmark	TONES	Registered					40081901	12/11/81	12/11/01	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50559-Dominican Repub	MUZAK	Registered					35645	07/15/83	07/15/03	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50746-European Commun	MUZAK	Filed	911073	06/20/98	yes				09, 37, 41	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50561-Finland	MUZAK	Registered					37962	02/28/62	02/28/02 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50563-France	MUZAK	Registered					1708373	07/27/82	11/28/01 35, 37, 38, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50562-France	MUZAK	Registered					1239431	06/03/83	12/13/02 09, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50703-France	TOMES	Registered					1674277	02/16/81	02/15/01 09, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50565-Germany Unified	MUZAK	Registered					1085364	12/09/85	09/23/03 09, 16, 37, 38, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50566-Germany Unified	MUZAK	Registered					1045453	03/02/83	07/26/99 37, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50676-Germany Unified	MUZAK TOMES	Registered					1066338	04/20/82	04/20/02 09, 37, 38, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50517-Greece	MUZAK	Renewed					36205	08/17/66	10/02/05 09, 15, 16	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50668-Honduras	MUZAK	Registered					15062		09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50569-Hong Kong	MUZAK	Registered					1931959	11/25/58	11/25/07	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50743-Hungary	MUZAK	Registered	M920033	03/09/98	no		155337	01/13/99	03/09/00 09, 37, 41	BG
MUZAK LIMITED PARTNERSHIP 12778-0032-50717-Indonesia	MUZAK	Registered		06/04/91			323364	06/04/91	06/06/01 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50570-Ireland	MUZAK	Registered					59971	10/22/57	10/21/99 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50571-Ireland	MUZAK	Registered					59972	10/22/57	10/21/99 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50675-Ireland	MUZAK TONES	Registered					A120381	06/20/04	06/19/05 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50572-Israel	MUZAK	Renewed					20603	03/14/62	03/14/11 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50573-Israel	MUZAK	Renewed					20604	03/14/62	03/14/11 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50574-Israel	MUZAK	Registered					39939	10/30/74	10/30/09 37	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50522-Israel	MUZAK	Registered				39940	10/30/74	10/30/09 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50720-Italy	MUZAK	Registered	RMF50004-783	10/18/95		720372	07/25/97	10/18/05 09, 15, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50704-Italy	TONES	Registered				639640	06/07/81	06/07/01 09, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50659-Japan	MUZAK	Registered	4282459	09/30/92 11/14/96		3302785	05/09/97	05/09/07 30	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50660-Japan	MUZAK	Registered	4282460	09/30/92 05/27/97	no	3357528	11/07/97	11/07/07 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50578-Japan	MUZAK	Registered				591333	06/28/62	06/28/02 11	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50502-Japan	MUZAK	Registered	4282458	09/30/92 02/13/95		3089995	10/31/95	10/31/05 37	BMG



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MUZAK LIMITED PARTNERSHIP 12778-0032-50718-Japan	SKY MUZAK	Filed	776445	07/26/95					38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50715-Japan	SKY MUZAK	Filed	776445	07/26/95					41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50705-Japan	TOMES	Registered					2289518	12/26/90	12/26/00 11	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50744-Korea, South	MUZAK	Proposed			yes				37	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50745-Korea, South	MUZAK	Action	43771998	06/01/98	yes				41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50597-Korea, South	MUZAK	Registered	23591994					05/18/84	05/18/04 39	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50722-Lebanon	MUZAK	Registered	24222	04/19/96 06/27/96	no		68677	06/27/96	04/19/11 09, 75, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50540-Malaysia	MUZAK	Registered						12/12/58	12/12/07 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50709-Mexico	ESTIMULO PROGRESIVO	Registered	148585	08/28/94			445767	11/05/93	08/28/02 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50710-Mexico	EXPRESSIONS	Registered	202067	06/14/94			468199	07/29/94	06/14/04 41	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50515-Mexico	FM ONE	Registered	77522	07/30/91	no		422061	09/11/92	07/30/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50516-Mexico	FM ONE	Registered	119107	07/30/91	no		423756	10/16/92	07/30/01 38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50657-Mexico	FOREGROUND MUSIC ONE	Registered	119108	07/30/91			496639	07/04/95	07/30/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50716-Mexico	FOREGROUND MUSIC ONE	Registered	119100	07/30/91			454389	03/16/94	07/30/01 38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50713-Mexico	MUZAK	Registered	187125	07/07/81			265106	06/18/81	07/07/01 35, 37, 42	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50715-Mexico	MUZAK	Registered	187127	07/07/83			265108	08/18/81	07/07/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50712-Mexico	MUZAK	Registered	187124	07/07/81			267759	10/09/81	07/07/01 35, 38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50711-Mexico	MUZAK	Registered	23066	11/24/43			46663	03/02/64	11/24/03 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50714-Mexico	MUZAK	Registered	187126	07/07/81			265107	08/18/81	07/07/01 37	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50513-Mexico	TONES	Registered	118684	07/24/91	no		420079	08/28/92	07/24/01 41	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50655-Mexico	TOMES	Registered	72713	09/29/89			373324	03/01/90	09/29/04 07, 08, 09, 11, 12,	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50721-Norway	MUZAK	Registered	016712	12/01/95			9616647	12/01/95	12/01/05 09, 15, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50581-New Zealand	MUZAK	Ren Req					46159	03/08/48	03/08/11 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50582-New Zealand	MUZAK	Registered					81054	05/09/66	05/09/01 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50583-Nicaragua	MUZAK	28aband.					16855	09/12/67	09/11/07 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50584-Nicaragua	MUZAK	28aband.					16857	09/12/67	09/11/07 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50585-Norway	MUZAK	Registered					68543	03/24/66	03/24/06 09, 15, 16	BMG

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MUZAK LIMITED PARTNERSHIP  
12778-0032-50599-PTU

MUZAK LIMITED PARTNERSHIP  
12778-0032-50600-PTU

MUZAK

MUZAK

Registered

Registered

23604

081

07/07/84 07/07/04

12/28/84 12/28/04

BMG

BMG

09

41

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MUZAK LIMITED PARTNERSHIP 12778-0032-50748-Poland	MUZAK	Filed	2190803	07/23/98					9, 37, 42	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50508-Portugal	MUZAK	Registered	126450	09/29/64			126450	07/08/65 07/08/05	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50509-Portugal	MUZAK	Registered	26451	09/29/64	no		126451	07/08/65 07/08/05	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50669-Portugal	TONES	Registered	210477				210477	02/10/95 02/10/05	41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50708-Portugal	TONES	Registered	210476				210476	02/10/95 02/10/05	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50601-Puerto Rico	MUZAK	Renewed		01/09/96			26475	01/09/86 01/09/06	36	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50529-Puerto Rico	MUZAK	Registered					6063	12/21/74 12/21/04	107	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50592-Puerto Rico	MUZAK	Renewed					25666	12/13/86 12/14/04	21	BMG

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MUZAK LIMITED PARTNERSHIP  
12778-0032-50596-Puerto Rico

MUZAK

Registered  
11/22/94  
6847  
11/22/04  
37  
BNG

MUZAK LIMITED PARTNERSHIP  
12778-0032-50749-Russia

MUZAK

Filed  
98712750  
07/27/98

BNG  
9, 37, 42

MUZAK LIMITED PARTNERSHIP  
12778-0032-50606-Singapore

MUZAK

Ren Req  
99874  
03/16/98 03/16/11  
09

BNG

MUZAK LIMITED PARTNERSHIP  
12778-0032-50752-Slovak Republic

MUZAK

Filed  
264898  
10/23/98

BNG

MUZAK LIMITED PARTNERSHIP  
12778-0032-50610-South Africa

MUZAK

Registered

09, 37, 41  
785453  
10/26/62 10/26/06  
38

BNG

MUZAK LIMITED PARTNERSHIP  
12778-0032-50611-South Africa

MUZAK

Registered

765454  
10/26/62 10/26/06  
41

BNG

MUZAK LIMITED PARTNERSHIP  
12778-0032-50607-South Africa

MUZAK

Registered

6237481  
11/05/62 11/05/06  
09

BNG

MUZAK LIMITED PARTNERSHIP  
12778-0032-50608-South Africa

MUZAK

Registered

6237482  
11/05/62 11/05/06  
15

BNG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50609-South Africa	MUZAK	Registered					6237483	11/05/82	11/05/06 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50602-Spain	MUZAK	Registered					453393	04/26/85	04/28/05 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50510-Spain	MUZAK	Registered			no		453392	07/23/85	07/23/05 15, 20	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50511-Spain	MUZAK	Registered			no		453391	07/29/85	07/29/05 16, 35, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50612-Sweden	MUZAK	Registered					117299	08/26/76	08/26/06 09, 16, 38, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50672-Sweden	TONES	Registered					183348	10/01/82	10/01/02 09, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50613-Switzerland	MUZAK	Registered					305912	08/10/79	08/10/99 09, 15, 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50673-Switzerland	MUZAK TONES	Registered					317033	04/29/82	04/29/02 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50696-Switzerland	TRAVEL MUZAK	Registered					305996	08/10/79	08/10/99 09, 15, 16	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50534-Taiwan	MUZAK	Registered					254627	08/16/84	07/15/04 96	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50533-Taiwan	MUZAK	Registered					12011	05/01/84	04/30/04 01	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50535-Taiwan	MUZAK	Registered					253036	08/01/84	07/31/04 102	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50634-Thailand	MUZAK	Ren Req					21742	03/11/59	03/10/09 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50751-Turkey	MUZAK	Proposed							09, 37, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50750-Ukraine	MUZAK	Filed	98073002	07/31/98					9, 37, 42	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50620-United Kingdom	MUZAK	Registered		02/10/38			503424	02/10/38	02/10/08 08	BMG



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MUZAK LIMITED PARTNERSHIP 12778-0032-50671-United Kingdom	REGISTERED	Registered		12/19/44			633410	12/07/44	12/07/07 05	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50698-United Kingdom	TRAVEL MUZAK	Registered					754299	05/31/56	05/31/05 16	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50697-United Kingdom	TRAVEL MUZAK	Registered					754298	05/31/56	05/31/05 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50670-United States	BROADCAST	Registered	73671021	07/13/86 07/19/88	no		1507899	10/11/80	10/11/08 09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50639-United States	APARTING	Registered	74079537	07/16/90 05/21/91	no		1653907	08/13/91	06/13/01 30, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50656-United States	AUDIO ARCHITECTURE	Action	75468762	04/16/98	yes				41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50661-United States	COUNTRY CURRENTS	Registered	74365867	03/03/93 08/10/93	no		1802376	11/02/93	11/02/03 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50762-United States	DRIVE-THRU EXPRESS	Action	75367897	10/03/97	no				38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50638-United States	ENVIRONMENTAL MUSIC BY MUZAK	Registered	74306113	06/17/92 10/05/95	no		1814119	12/28/93	12/28/03 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50662-United States	EXPRESSIONS	Registered	743664720	03/03/93 04/19/94	no		1864796	07/12/94	07/12/04 41	BMG

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MUZAK LIMITED PARTNERSHIP 12778-0032-50642-United States	FM-1	Registered	73797679	08/31/90 09/10/91	no		1667017	12/03/91	12/03/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50645-United States	FM-1	Registered	73797679	05/04/89 07/17/90	no		1617101	10/09/90	10/09/00 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50679-United States	FOREGROUND MUSIC ONE	Registered	73588933	03/19/86 06/16/87	no		1456863	09/08/87	09/08/07 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50643-United States	HITLINE	Registered	74/092149	08/28/90 03/19/91	no		1647726	06/11/91	06/11/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50641-United States	IN-STORE ADCASTING	Registered	74079260	07/16/90 06/11/91	no		1655811	09/03/91	09/03/01 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50603-United States	IMPHONE1	Registered	73542941	06/13/85 09/24/85	no		1374250	12/03/85	12/03/05 38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50663-United States	JAMEROX GOLD	Registered	74365907	03/03/93 08/03/93	no		1801181	10/26/93	10/26/03 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50753-United States	M LOGO	Filed	75688892	12/22/98	no				09, 38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50640-United States	MARKETING ON HOLD	Registered	74079538	07/16/90 04/16/91	no		1650387	07/09/91	07/09/01 41	BMG

Client Name  
File Number

Mark	Status	Application No.	App Date	ITU	Allowance	Registration No.	Reg. Date	Renewal Date	ATTY.
			Pub Date	Date	Date		Classes		
MUZAK LIMITED PARTNERSHIP 12778-0032-50680-United States	Registered	121659	06/08/61	no		730576	04/24/62	04/24/02	BNG
							41		
MUZAK LIMITED PARTNERSHIP 12778-0032-50652-United States	2nd-Aband.	74213471	10/16/91	no		1734512	11/24/92	11/24/02	BNG
			09/01/92					09	
MUZAK LIMITED PARTNERSHIP 12778-0032-50503-United States	Registered	73749169	08/26/88	no		1505082	02/27/90	02/27/00	BNG
			07/18/89					38	
MUZAK LIMITED PARTNERSHIP 12778-0032-50644-United States	Registered	73829143	08/26/88	no		1618046	10/16/90	10/16/00	BNG
			07/24/90					41	
MUZAK LIMITED PARTNERSHIP 12778-0032-50724-United States	Registered	75103372	05/10/96	no		2215550	12/29/98	12/29/08	BNG
	Proposed							42	
MUZAK LIMITED PARTNERSHIP 12778-0032-50727-United States								35	BNG
MUZAK LIMITED PARTNERSHIP 12778-0032-50505-United States	Registered	356559	09/28/34	no		323327	04/09/35	04/09/05	BNG
								21	
MUZAK LIMITED PARTNERSHIP 12778-0032-50682-United States	Renewed	436399	09/22/72	no		973643	11/20/73	11/20/03	BNG
								37	

Client Name File Number	Mark	Status	Application No.	App Date Pub Date	ITU Date	Allowance Date	Registration No.	Reg. Date	Renewal Date Classes	Atty.
MUZAK LIMITED PARTNERSHIP 12778-0032-50681-United States	MUZAK	Renewed	74092147	05/10/91	no		393293	02/03/92 02/03/02	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50726-United States	MUZAK	Proposed			no					BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-58683-United States	MUZAK (STYLIZED)	Renewed	659492	04/14/54	no		599782	12/21/54 12/21/05	41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50687-United States	MUZAK AND DESIGN	Registered	74092133	08/28/90 03/24/92	no		1766564	04/20/93 04/20/03	09	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50637-United States	MUZAK AND DESIGN	Registered	74092142	08/28/90 09/17/91	no		1667864	12/10/91 12/10/01	38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50635-United States	MUZAK AND DESIGN	Registered	74092148	08/28/90 09/17/91	no		1667865	12/10/91 12/10/01	38	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50658-United States	MUZAK AND DESIGN	Registered	74092147	08/28/90 02/26/91	no		1645535	05/21/91 05/21/01	37	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50636-United States	MUZAK AND DESIGN	Registered	74092146	08/28/90 07/30/91	no		1662010	10/22/91 10/22/01	41	BMG

Client Name File Number	Mark	Status	Application No.	App Date Pub Date	ITU Date	Allowance Date	Registration No.	Reg. Date	Renewal Date Classes	Atty.
MUZAK LIMITED PARTNERSHIP 12778-0032-50684-United States	SOUND BUSINESS SOLUTIONS	Registered	694237	08/10/84	no		1617717	11/18/86	11/16/06 37, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50685-United States	STIMULUS PROGRESSION	Registered	433902	07/11/83	no		1618700	11/25/86	11/25/06 42	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50664-United States	SUPERLINK	Registered	74375071	04/01/93 09/21/93	no		1811071	12/16/93	12/16/03 35	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50507-United States	THE MUZAK HEART & SOUL FOUNDAT	Published	75454479	03/23/98 02/23/99	yes					BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50686-United States	TONES	Registered	296933	02/12/81	no		1248832	08/23/83	08/23/03 09, 41	BMG
MUZAK LIMITED PARTNERSHIP 12778-0032-50506-United States	YESCO	Registered	73671822	07/13/87 06/06/89	no		1553505	08/29/89	08/29/09 09, 41	BMG

Client Name	Mark	Status	Application No.	App Date	ITU Allowance	Reg. Date	Renewal Date	Atty.
File Number				Pub Date	Date	No.	Classes	

PUZAK LIMITED PARTNERSHIP  
 12778-0032-50651-United States

ZIV

Registered 74213955

10/16/91 no  
 09/21/93

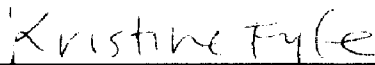
1010500

12/14/93 12/14/03  
 09 DMG

**Certificate of Express Mail under 37 CFR 1.10**

Attorney Ref. No.: 244130-390  
Title of Paper: Security Agreement Audio Communications Network  
and Canadian Imperial Bank  
"Express Mail" Label No. EL 175516833US  
Date of Deposit: March 31, 1999

I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents and Trademarks, Box Assignments, Washington, D.C. 20231.



\_\_\_\_\_  
Kristine Fyfe



\_\_\_\_\_  
(Signature)