

11-10-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRO 11/8/99

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

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/KA/TA

Composed of

Address (line 1)

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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.)

11/10/1999 DNGUYEN 00000049 2048627

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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: 001986 FRAME: 0611

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

(617) 428-3000

Name

Michael J. Goldberg, Esq.

Address (line 1)

c/o Hill & Barlow

Address (line 2)

One International Place

Address (line 3)

Boston, MA 02110

Address (line 4)

Pages

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

#

5

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)

2,048,627

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$40.00

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

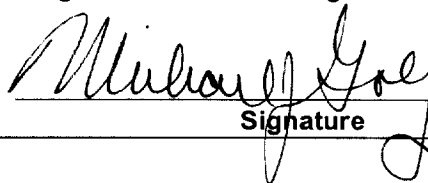
No

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.

Michael J. Goldberg

Name of Person Signing



Signature

November 3, 1999

Date Signed

MEMORANDUM OF GRANT OF SECURITY INTEREST IN TRADEMARKS

MEMORANDUM OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of October 29, 1999, between Poli-Rhythm Ltd., a Massachusetts corporation having its principal place of business at One Camp Street, Cambridge, Massachusetts, (the "Assignor"), and Citizens Bank of Massachusetts, a Massachusetts banking association having an office at 28 State Street, Boston, Massachusetts 02109 (the "Bank").

WHEREAS, the Assignor is one of the Borrowers under a Credit Agreement dated as of the date hereof (the "Credit Agreement"), between the Borrowers and the Bank.

WHEREAS, it is a condition precedent to the Bank's making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Assignor execute and deliver to the Bank a trademark memorandum in substantially the form hereof;

WHEREAS, the Assignor is a party to a Security Agreement (the "Security Agreement") dated as of the date hereof by and among Rounder Records Corp., the Assignor, the other Subsidiaries and Affiliates of Rounder Records Corp., and the Bank, pursuant to which the Assignor has granted to the Bank a security interest in certain of the Assignor's existing and after-acquired personal property and fixture assets (the "Collateral"), including without limitation (i) the trademarks identified in Exhibit A attached hereto, (ii) the trademarks of the Assignor now or hereafter existing or now owned or hereafter acquired, whether or not identified by a title and/or United States Patent and Trademark Office registration number, whether or not identified on Exhibit A attached hereto, and whether or not registered with the United States Patent and Trademark Office, and (iii) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof), all to secure the payment and performance in full of all of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Memorandum is supplemental to the provisions contained in the Security Agreement;

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby grants to the Bank and notice is hereby given that the Assignor has granted to the Bank a first priority security interest in the Collateral, all in accordance with the terms and conditions of the Security Agreement.

The Assignor hereby further authorizes the Bank (i) to modify this Trademark Memorandum, without the necessity of the Assignor's further approval or signature by amending

Exhibit A hereto to include any other registered trademarks or other rights in and to registered trademarks in which the Assignor now has or hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Bank's security interest in any such right, title or interest of the Assignor in registered trademarks (including but not limited to recording of any such amended Trademark Memorandum with the United States Patent and Trademark Office).

This Trademark Memorandum is subject to all terms and conditions of the Security Agreement.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Trademark Memorandum has been executed as an instrument under seal as of the day and year first written above.

POLI-RHYTHM LTD.

By: Marian Leighton-Lewy
Name: Marian Leighton-Lewy
Title: President

CITIZENS BANK OF MASSACHUSETTS

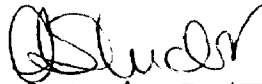
By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Memorandum has been executed as an instrument under seal as of the day and year first written above.

POLI-RHYTHM LTD.

By: _____
Name:
Title:

CITIZENS BANK OF MASSACHUSETTS

By: 
Name: A. Katie Studer
Title: v.p.

Poli-Rhythm Ltd.

Trademark

Registrations --

or

United States Patent and Trademark Office

Service Mark

Registration No.

Registration Date

Heartbeat

2,048,627

April 1, 1997

Trademark

Pending Applications --

or

United States Patent and Trademark Office

Service Mark

Serial No.

Filing Date

None