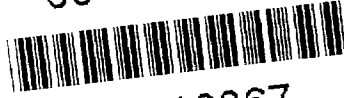


06-12-2002



102119367

5-16-02

HEET

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of F

See the attached original documents or copy thereof.

1. Name of conveying party(ies),

**MUZAK LLC, F/K/A AUDIO
COMMUNICATIONS NETWORK, LLC**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other - **Limited Liability Company**

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: March 18, 2002

2. Name and Address of receiving party(ies)

**CANADIAN IMPERIAL BANK OF
COMMERCE, AS ADMINISTRATIVE
AGENT
425 LEXINGTON AVENUE
NEW YORK, NY 10017**

Individual(s) citizenship

Association
 General Partnership
 Limited Partnership
 Corporation

Other **Canadian Bank**

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

75-605,283

75-668,827

75-895,617

B. Trademark Registration No(s).

1,848,420

2,318,795

1,853,798

2,380,584

1,858,826

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Maria Lijoi, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 8

7. Total fee (37 CFR 3.41) \$215

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 244130/390)

8. Deposit Account No. 19-2385

DO NOT USE THIS SPACE

9. 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.

Maria Lijoi

Name

Signature

May 16 2002

Date

Total number of pages including cover sheet, attachments, and document: 504

CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:

**TELEPHONE AUDIO PRODUCTIONS, INC.,
F/K/A OHIO SOUND & MUSIC INC.**

SCHEDULE A

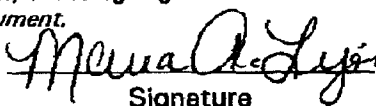
US Federal and State Trademark Registrations and Applications

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
ADVERTISING ON HOLD	Federal	(75-605,283)	(12/14/1998)	Muzak LLC
ENVIRONMENTAL	Federal	(75-895,617)	(1/12/2000)	Muzak LLC
HEALTH ON HOLD	Federal	1,858,826 (74-450,403)	10/18/1994 (10/25/1993)	Muzak LLC
EVERY SECOND COUNTS!	Federal	2,380,584 (75-605,284)	8/29/2000 12/14/1998	Muzak LLC
ON-HOLD AMERICA	Federal	1,848,420 (74-441,866)	8/2/1994 (9/30/1993)	Muzak LLC
PLEASE HOLD PROMOTIONS	Federal	1,853,798 (74-450,402)	9/13/1994 (10/25/1993)	Muzak LLC
SOH	Federal	(75-668,827)	(3/26/1999)	Telephone Audio Productions, Inc.
YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	Federal	2,318,795 (75-605,282)	2/15/2000 (12/14/1998)	Muzak LLC
BUSINESS SOUND and Design	Mississippi	Unavailable	5/7/1992	Ohio Sound & Music Inc.

US Copyright Registrations and Applications

Copyright	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
779 UPBEAT BACKGROUND MIX	SR62397	2/20/1985	Yesco, Inc.

05/17/2002
700013129

Form PTO-1594 (rev 3/1)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): MUZAK LLC, F/K/A AUDIO COMMUNICATIONS NETWORK, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - Limited Liability Company Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and Address of receiving party(ies) CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT 425 LEXINGTON AVENUE NEW YORK, NY 10017 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other Canadian Bank		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: <u>March 18, 2002</u>			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
4. Application number(s) or registration number(s):					
A. Trademark Application No(s). 75-605,283 75-668,827 75-895,617			B. Trademark Registration No(s). 1,848,420 2,318,795 1,853,798 2,380,584 1,858,826		
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Maria Lijoi, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036			6. Total number of applications/registrations involved: <u>8</u> 7. Total fee (37 CFR 3.41) \$215 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 244130/390)		
			8. Deposit Account No. 19-2385		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>					
<u>Maria Lijoi</u> Name		 Signature		<u>May 16 2002</u> Date	
Total number of pages including cover sheet, attachments, and document: 604					

Page 2

CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:

**TELEPHONE AUDIO PRODUCTIONS, INC.,
F/K/A OHIO SOUND & MUSIC INC.**

NOTICE
OF CONFIRMATION OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office


Ladies and Gentlemen:

Please be advised that pursuant to a Pledge and Security Agreement, dated as of March 18, 1999, as amended, restated or otherwise modified (the "Security Agreement"), by and among Muzak LLC, formerly known as Audio Communications Network, LLC (the "Borrower"), Muzak Holdings LLC ("Holdings"), certain present and future domestic subsidiaries of Borrower (the "Subsidiaries") (Holdings and the Subsidiaries, collectively the "Guarantors" and together with the Borrower, the "Grantors") and Canadian Imperial Bank of Commerce, acting as agent for the benefit of Lenders and Lender Counterparties and Indemnitees (each as defined in the Security Agreement) (in its capacity as agent hereunder, the "Administrative Agent"), each of the Grantors confirms that it has pledged, assigned and granted to the Administrative Agent, as agent for the benefit of Lenders, Lender Counterparties and Indemnitees, a continuing first priority security interest in and lien on and right of set-off against all of its right, title and interest in and to its Intellectual Property (as defined in the Security Agreement), including, without limitation, the trademark and copyright registrations and applications shown on the attached Schedule A hereto.


The continuing first priority security interest in and lien on and right of set-off against the Intellectual Property, including the trademark and copyright registrations and applications shown on the attached Schedule A hereto, is granted in accordance with the terms and conditions of the Security Agreement.

Very truly yours,


Telephone Audio Productions, Inc. (f/k/a Ohio Sound & Music Inc.), as Grantor

By: 
Name: Michael F. Zendan II
Title: Vice President

Muzak LLC (d/b/a Yesco, Inc.), as Grantor

By: 
Name: Michael F. Zendan II
Title: Vice President

Muzak LLC, as Grantor

By: 
Name: Michael F. Zendan II
Title: Vice President

Acknowledged and Accepted:

Canadian Imperial Bank of Commerce,
as Administrative Agent

By: _____
Name: _____
Title: _____

The continuing first priority security interest in and lien on and right of set-off against the Intellectual Property, including the trademark and copyright registrations and applications shown on the attached Schedule A hereto, is granted in accordance with the terms and conditions of the Security Agreement.

Very truly yours,

Telephone Audio Productions, Inc. (f/k/a Ohio Sound & Music Inc.), as Grantor

By: _____
Name: _____
Title: _____

Muzak LLC (d/b/a Yesco, Inc.), as Grantor

By: _____
Name: _____
Title: _____

Muzak LLC, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

Canadian Imperial Bank of Commerce,
as Administrative Agent

By: _____
Name: **MATTHEW B. JONES**
Title: **MANAGING DIRECTOR**
CIBC WORLD MARKETS CORP., AS AGENT

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, JERRI FIRTH, a Notary Public of the County and State aforesaid, certify that MIKE ZENOAN, personally came before me this day and acknowledged that (s)he is GRANTOR of Telephone Audio Productions, Inc. (f/k/a Ohio Sound & Music Inc.), a Texas corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as VICE PRESIDENT

WITNESS my hand and official stamp or seal, this 8TH day of MAY April, 2002.

Jenni S Firth
Notary Public

My Commission Expires:

MARCH 14, 2011
(Notary Seal)

JERRI S. FIRTH
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
COUNTY OF YORK
MY COMMISSION EXPIRES MARCH 14, 2011

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, JERRI FIRTH, a Notary Public of the County and State aforesaid, certify that MIKE ZENOAN, personally came before me this day and acknowledged that (s)he is GRANTOR of Muzak LLC (d/b/a Yesco, Inc.), a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him/her in its name as VICE PRESIDENT

WITNESS my hand and official stamp or seal, this 8TH day of MAY, 2002.

Jerri S Firth
Notary Public

My Commission Expires:

MARCH 14, 2011
(Notary Seal)

JERRI S. FIRTH
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
COUNTY OF YORK
MY COMMISSION EXPIRES MARCH 14, 2011

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, JERRI FIRTH, a Notary Public of the County and State aforesaid, certify that MIKE ZENOAN, personally came before me this day and acknowledged that (s)he is GRANTOR of Muzak LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him/her in its name as VICE PRESIDENT

WITNESS my hand and official stamp or seal, this 07th day of ^{MAY}~~April~~, 2002.

Jeri S. Firth
Notary Public

My Commission Expires:

MARCH 14, 2011
(Notary Seal)

ond

