

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. 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): Brook Mays Music Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State TX Other

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

2. Name and address of receiving party(ies)

Name: LaSalle Retail Finance, a Division of LaSalle Buisines Internal Credit, LLC as agent for Standard Federal Bank National Association

Street Address: 25 Braintree Hill Office Park City: Braintree State: MA Zip: 02184

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/28/03

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

A. Trademark Application No.(s) 76/439,374

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki Name of Person Signing

[Handwritten Signature] Signature

11/19/03 Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$290.00 193545 76439374

**Continuation of 4B
Trademark Registrations**

Name	Application Date	Serial Number	Reg. Date	Reg. No.	Renewal Date	License
BROOK MAYS	07/14/99	75/750,649	12/12/00	2,412,077	12/12/10	
S-SERIES	05/13/92	74/275,054	02/28/95	1,881,046	02/28/05	
JACOB ERICH	05/13/92	74/275,051	07/20/93	1,782,607	07/20/13	
HEINRICH SCHONBACH	05/13/92	74/275,053	07/13/93	1,781,334	07/13/13	
WENZEL ANTON	05/13/92	74/275,052	07/20/93	1,782,608	07/20/13	
ROGERS and design	06/09/53	71/648,502	11/22/95	616,564	11/22/05	
FREDERICK SCHMIDT	05/13/92	74/275,024	11/23/93	1,806,011	10/23/13	
ROGERS	04/28/67	72/270,185	02/13/68	844,115	02/13/08	
YORK	10/17/00	76/148,351	9/24/02	2626212	09/24/12	
SONATA	09/30/99	75/813,420	02/05/02	2535390	02/05/12	

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

**LaSalle Retail Finance
AGENT**

794354.1

October 28, 2003

THIS AGREEMENT is made between

LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC as agent for Standard Federal Bank National Association (in such capacity, the "**Agent**"), with offices at 25 Braintree Hill Office Park, Braintree, Massachusetts 02184, as agent for a syndicate of revolving credit lenders (the "**Revolving Credit Lenders**")

and

Brook Mays Music Company (hereinafter, the "**Borrower**"), a Texas corporation with its principal executive offices at 8605 and 8701 John Carpenter Freeway, Dallas, Texas 75247,

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** The Agent and the Borrower have entered in a certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been established in favor of the Borrower and under which the Borrower's Liabilities are to be secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the Loan Agreement are used as so defined).

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a security interest in favor of the Agent (for the ratable benefit of the the Revolving Credit Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**");

2.1. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A**

annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

2.2. All renewals of any of the foregoing.

2.3. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

2.4. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

2.5. All of Borrower's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake the following with respect to each items respectively described in Sections 2-1 and 2-2 (collectively, the "Marks"):

3.1. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks, except those Marks, if any, that are not, and in the reasonable business judgment of Borrower will not in the future be, used in, or necessary or desirable to, the conduct of the Borrower's business.

3.2. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except Applications for Registration of those Marks, if any, that are not, and in the reasonable business judgment of Borrower will not in the future be, used in, or necessary or desirable to, the conduct of Borrower's business.

3.3. At the Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's discretion, the prosecution and defense of infringement actions.

4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower represents and warrants that:

4.1. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

4.2. All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Agent.

4.3. The Borrower shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

(a) The Borrower's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(b) The Borrower's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(c) The Borrower's entering into any new trademark license agreement or service mark license agreement (other than agreements pertaining solely to Borrower's right to sell products containing trademarks of others in the ordinary course of Borrower's business).

5. Agreement Applies to Future Marks:

5.1. -The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 4-3, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

5.2. The Borrower hereby authorizes the Agent to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Agent's giving of notice to the Borrower following the occurrence of an Event of Default, the Borrower shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties, *provided, however*.

6.1. The Borrower first provides the Agent with written notice of the Borrower's intention to sue for enforcement of any Mark.

6.2. Any money damages awarded or received by the Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.

6.3. Following the occurrence of any Event of Default, the Agent, by notice to the Borrower may terminate or limit the Borrower's rights under this Section 6.

7. **Agent's Actions To Protect Marks:** In the event of

7.1. the Borrower's failure, within Five (5) days of written notice from the Agent, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3; and/or

7.2. the occurrence of any Event of Default, the Agent, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in the Agents' own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **Agent As Attorney In Fact:**

9.1. The Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

(a) To exercise any of the rights and powers referenced in Sections 3 and 5-2.

(b) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

9.2. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

9.3. The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9-1 herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Agent's Rights:

10.1. Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

10.2. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

[Signatures Follow]

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BROOK MAYS MUSIC COMPANY

By:  _____

Name: Randy D. Teuber
Title: Chief Financial Officer

LASALLE RETAIL FINANCE,
A DIVISION OF LASALLE BUSINESS CREDIT, LLC
AS AGENT FOR STANDARD FEDERAL BANK NATIONAL ASSOCIATION
(The "Agent")

By: _____

Title: _____

794354.3

DALLAS 1336839v2

TRADEMARK
REEL: 002750 FRAME: 0066

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BROOK MAYS MUSIC COMPANY

By: _____

Title: _____

LASALLE RETAIL FINANCE,
A DIVISION OF LASALLE BUSINESS CREDIT, LLC
AS AGENT FOR STANDARD FEDERAL BANK NATIONAL ASSOCIATION
(The " Agent")

By: *Barbara Anderson*
Title: *SVP*

794354.3

THE STATE OF TEXAS
COUNTY OF DALLAS, SS

Then personally appeared before me RANDY D. TEUBER who acknowledged that such person is the duly authorized Chief Financial Officer of Brook Mays Music Company and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 29 day of October, 2003.



Karen S. Wilkerson
Notary Public
My Commission Expires: June 14, 2005

THE _____ OF _____
COUNTY OF _____

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as agent for Standard Federal Bank National Association and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this _____ day of October, 2003.

_____, Notary Public
My Commission Expires:

THE OF.....
COUNTY OF, SS

Then personally appeared before me who acknowledged that such person is the duly authorized of Brook Mays Music Company and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this day of October, 2003.

_____, Notary Public
My Commission Expires:

THE ~~State~~ OF *Virginia*
COUNTY OF *Fairfax*

Then personally appeared before me *Barbara Anderson* who acknowledged that such person is the duly authorized *SVP* of LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as agent for Standard Federal Bank National Association and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this *27* day of October, 2003.

Sarah Nicole Stettner
Sarah Nicole Stettner , Notary Public
My Commission Expires: *Dec 31, 2005*

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

BROOK MAYS TRADEMARKS***US Registrations***

Name	Application Date	Serial Number	Reg. Date	Reg. No.	Renewal Date	License
BROOK MAYS	07/14/99	75/750,649	12/12/00	2,412,077	12/12/10	
S-SERIES	05/13/92	74/275,054	02/28/95	1,881,046	02/28/05	
JACOB ERICH	05/13/92	74/275,051	07/20/93	1,782,607	07/20/13	
HEINRICH SCHONBACH	05/13/92	74/275,053	07/13/93	1,781,334	07/13/13	
WENZEL ANTON	05/13/92	74/275,052	07/20/93	1,782,608	07/20/13	
ROGERS and design	06/09/53	71/648,502	11/22/95	616,564	11/22/05	
FREDERICK SCHMIDT	05/13/92	74/275,024	11/23/93	1,806,011	10/23/13	
ROGERS	04/28/67	72/270,185	02/13/68	844,115	02/13/08	
YORK	10/17/00	76/148,351	9/24/02	2626212	09/24/12	
SONATA	09/30/99	75/813,420	02/05/02	2535390	02/05/12	

Canadian Registration

Name	Application Date	Serial Number	Reg. Date	Reg. No.	Renewal Date	License
ROGERS DYNA-SONIC	03/31/64	281368	01/08/65	TMA138,695	01/08/10	

Pending U.S. Application

Name	Application Date	Serial Number
RIDENOUR	08/12/02	76/439,374

Pending Chinese Application

Name	Application Date	Serial Number	License
RIDENOUR	01/24/03	3446383	

794354.3

DALLAS 1336839v2

RECORDED: 11/19/2003

TRADEMARK
REEL: 002750 FRAME: 0070