



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

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DMX Music, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 30, 2004

2. Name and address of receiving party(ies)

Name: Royal Bank of Canada

Internal

Address: _____

Street Address: One Liberty Plaza, 5th Floor

City: New York State: NY Zip: 10006

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

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

A. Trademark Application No.(s) _____
See attached Exhibit A

B. Trademark Registration No.(s) _____
See attached Exhibit A

Additional number(s) attached Yes No

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

Name: Daphne Bruere

Internal Address: Latham & Watkins LLP

Street Address: Sears Tower, Suite 5800

233 South Wacker Drive

City: Chicago State: IL Zip: 60606-6401

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Daphne Bruere

Name of Person Signing

Daphne Bruere
Signature

August 13, 2004

Date

08/16/2004 DBYRNE 00000001 2154408

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

9

01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

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

08/16/2004 DBYRNE 00000002 2154408 125.00 OP
01 FC:8523

EXHIBIT A

**TO AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT BY AND BETWEEN
DMX MUSIC, INC. AND ROYAL BANK OF CANADA**

<u>Trademark Description</u>	<u>U.S. Serial/ Registration No.</u>	<u>U.S. Registered with Federal or State</u>
WISCONSIN MUSIC (and Design)	74-551384/ 2154408	Federal
WONDER WINDOW	75-300305/ 2180350	Federal
DMX MUSIC (Block letters)	78-365370	Federal
DMX MUSIC (Block letters)	78-365368	Federal
DMX MUSIC (Block letters)	78-365367	Federal
DMX MUSIC (Block letters)	78-365366	Federal

[Exhibit A]

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is made as of this 30th day of July, 2004, by and between, DMX MUSIC, INC., a Delaware corporation (the "Pledgor"), and ROYAL BANK OF CANADA, as administrative agent (in such capacity, the "Administrative Agent") for itself and on behalf of the Lenders (as defined in the Loan Agreement defined below).

W I T N E S S E T H:

WHEREAS, Maxide Acquisition, Inc., as borrower, the Lenders and the Administrative Agent are all parties to that certain Loan Agreement dated as of May 17, 2001 (as the same may be amended, modified, restated or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Pledgor executed and delivered to Administrative Agent, on behalf of the Secured Parties (as defined therein), that certain Trademark Security Agreement dated as of May 17, 2001 (as the same may be amended, modified, restated or supplemented from time to time, the "Existing Trademark Security Agreement"), which was filed and recorded with the United States Patent and Trademark Office on September 20, 2001 under both, Reel 2404, Frame 0907 and Reel 2406, Frame 0596;

WHEREAS, pursuant to the terms of the Loan Agreement, the Pledgor is required to execute and deliver this Amendment; and

WHEREAS, Pledgor and Administrative Agent desire to amend the Existing Trademark Security Agreement to reflect the addition of certain trademarks listed on Exhibit A attached hereto (the "Additional Trademarks").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

Section 2. Amendment to Existing Trademark Security Agreement. Schedule 1 to the Existing Trademark Security Agreement is hereby amended by adding thereto the Additional Trademarks.

Section 3. Representations and Warranties. Pledgor hereby represents and warrants that:

(a) Pledgor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation;

(b) this Amendment is a legal, valid, and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms;

(c) to the Pledgor's knowledge, the registrations of the Additional Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part; and

(d) to the Pledgor's knowledge, each of the Additional Trademarks is valid and enforceable.

Section 4. Miscellaneous.

(a) Accuracy of Recitals. The recitals to this Amendment are true and correct.

(b) Integration. This Amendment sets forth in full the terms of agreement between the parties and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto.

(c) Amendment. No term of this Amendment may be modified or amended except in a writing signed by the party against whom enforcement of the modification or amendment is sought.

(d) Payment of Costs and Expenses. In accordance with Section 11.2 of the Loan Agreement, the Pledgor agrees to promptly reimburse Administrative Agent and Secured Parties on demand for all fees, costs and expenses (including the reasonable fees, costs and expenses of counsel or other consultants or advisors retained by Administrative Agent or any Secured Parties) in connection with the negotiation, preparation and consummation of this Amendment and the other agreements and documents executed in connection herewith and the transactions contemplated hereby and thereby.

(e) Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(f) GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(g) Further Assurances. The Pledgor agrees to take all further actions and execute all further documents as the Administrative Agent may from time to time reasonably request to carry out the transactions contemplated by this Amendment.

(h) Notices. All notices, requests and demands to or upon the respective parties hereto shall be given in accordance with Section 11.1 of the Loan Agreement.

(i) Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

(j) Acceptance of Signatures. The parties agree that this Amendment will be considered signed when the signature of a party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

(k) Section Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

(l) Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of Pledgor, the Administrative Agent, each of the Secured Parties and their respective successors and assigns, except as otherwise provided herein.

(m) Reference to and Effect Upon the Existing Trademark Security

Agreement.

(i) Except as expressly set forth herein, all terms, conditions, covenants, representations and warranties contained in the Existing Trademark Security Agreement, and all rights of Administrative Agent and Lenders thereunder, shall remain in full force and effect. Pledgor hereby ratifies and confirms that the Existing Trademark Security Agreement is in full force and effect.

(ii) Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment and any consents and waivers set forth herein shall not directly or indirectly (i) constitute a consent or waiver of any past, present or future violations of any provisions of the Existing Trademark Security Agreement, (ii) amend, modify or operate as a waiver of any provision of the Existing Trademark Security Agreement, or any right, power or remedy of Administrative Agent or Secured Parties thereunder, or (iii) constitute a course of dealing or other basis for altering any Obligations of Borrower or other Loan Party under the Loan Agreement, any other Loan Document, or any other contract or instrument.

(iii) Upon the effectiveness of this Amendment, each reference in the Existing Trademark Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Existing Trademark Security Agreement as amended hereby.

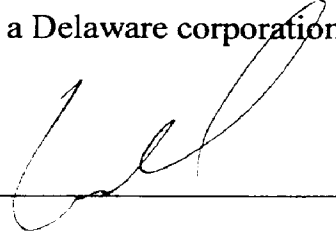
(iv) This Amendment shall constitute a Loan Document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

PLEDGOR:

DMX MUSIC, INC., a Delaware corporation

By: _____ 

Name: Bob Baxter

Title: Exec. VP / CFO and COO

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as Administrative Agent on behalf of the Secured Parties

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

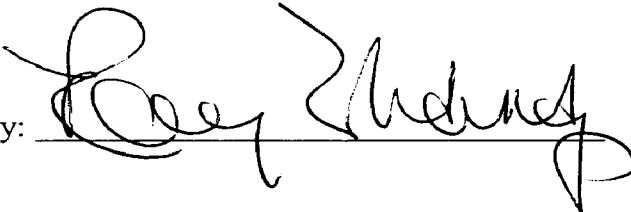
PLEDGOR: DMX MUSIC, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT: ROYAL BANK OF CANADA, as Administrative Agent on behalf of the Secured Parties

By:  _____

Name: _____

R. S. CHANG
Vice President

Title: _____

EXHIBIT A

ADDITIONAL TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Serial/ Registration No.</u>	<u>U.S. Registered with Federal or State</u>
WISCONSIN MUSIC (and Design)	74-551384/ 2154408	Federal
WONDER WINDOW	75-300305/ 2180350	Federal
THE BUSINESS MUSIC NETWORK	W1014454	State of Wisconsin
DMX MUSIC (Block letters)	78-365370	Federal
DMX MUSIC (Block letters)	78-365368	Federal
DMX MUSIC (Block letters)	78-365367	Federal
DMX MUSIC (Block letters)	78-365366	Federal

[Exhibit A]

CH696355.3