

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		06/01/2005	Bank:

RECEIVING PARTY DATA	
Name:	DMX Music, Inc.
Street Address:	11400 W Olympic Blvd, Suite 1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1719992	DIGITAL MUSIC EXPRESS
Registration Number:	1819726	DJ
Registration Number:	1736237	DMX
Registration Number:	1739570	DMX
Serial Number:	75684707	DMX AXIS
Serial Number:	75770936	DMX AXIS
Registration Number:	1901499	DMX DJ
Serial Number:	75829792	DMX MUSIC
Serial Number:	75829791	DMX MUSIC
Registration Number:	2086618	DMX INC.
Serial Number:	75599716	MALLNET
Registration Number:	2420736	MALLNET
Serial Number:	75728647	
Serial Number:	75682336	MUSIC TOO

CH \$390.00 1719992

Registration Number:	2445947	MUSIC TOO
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CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (051511/0036)
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Signature:	/sas for da/
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Date:	06/03/2005
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Total Attachments: 4
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of June 1, 2005 by Royal Bank of Canada, in its capacity as administrative agent ("Agent") under that certain Loan Agreement with Maxide Acquisition, Inc., as borrower, dated as of May 17, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Agent and DMX MUSIC, INC., a Delaware corporation, ("Borrower"), entered into that certain Trademark Security Agreement, dated as of May 17, 2001 (the "Agreement");

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights, including, without limitation, the trademarks listed on Schedule A attached hereto (the "Released Trademarks"), as security for certain obligations of Borrower to Agent (the "Obligations");

WHEREAS, Agent recorded the Agreement on September 20, 2001 at Reel 02406, Frame 0596 and at Reel 002404, Frame 0907 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 8, 2005, Borrower has requested that Agent release its security interests in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interest in and lien on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to all Released Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Released Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;


(b) the goodwill of Borrower's business connected with or symbolized by Released Trademarks; and

(c) any claims by Borrower against third parties for infringement of the Released Trademarks or of any license with respect thereto.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
 Name: _____
 Title: _____
Suzanne Kaicher
Attorney - In - Fact
Royal Bank Of Canada

SCHEDULE A

RELEASED TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
DIGITAL MUSIC EXPRESS	1719992	09/20/2001
DJ	1819726	09/20/2001
DMX	1736237	09/20/2001
DMX & Design	1739570	09/20/2001
DMX AXIS	75/684707	09/20/2001
DMX AXIS & Design	75/770936	09/20/2001
DMX DJ	1901499	09/20/2001
DMX MUSIC (Black and Red Design)	75/829792	09/20/2001
DMX MUSIC & Design	75/829791	09/20/2001
DMX World Logo	2086618	09/20/2001
MALLNET	75/599716	09/20/2001
MALLNET & Design	2420736	09/20/2001
MISCELLANEOUS (E-Bolt Design)	75/728647	09/20/2001
MUSIC, TOO	75/682336	09/20/2001
MUSIC, TOO & DESIGN	2445947	09/20/2001