

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice of Relinquishment of Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--------------|
| Bank of America, N.A. | | 05/31/2005 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|--------------------------|------------------------------|
| Name: | WMG Acquisition Corporation |
| Street Address: | 75 Rockefeller Plaza |
| Internal Address: | c/o Warner Music Group, Inc. |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 1832743 | AUTHENTIC BASS-TAB |
| Registration Number: | 1864665 | AUTHENTIC GUITAR-TAB |
| Registration Number: | 1503870 | SUPER-TAB |
| Registration Number: | 1574834 | H. W. GRAY PUBLICATIONS |
| Registration Number: | 1489966 | GP GOOD LIFE PUBLICATIONS |
| Registration Number: | 1555573 | GOOD LIFE PUBLICATIONS |
| Registration Number: | 2066723 | THE ULTIMATE BEGINNER SERIES |
| Registration Number: | 1574835 | J. FISCHER & BRO. |
| Registration Number: | 2094406 | MANHATTAN MUSIC PUBLICATIONS |
| Registration Number: | 2726883 | PIANO TEACHER'S ADVANTAGE |
| Registration Number: | 1577723 | KALMUS |
| Registration Number: | 2256041 | TECH START |

CORRESPONDENCE DATA

900026767

**TRADEMARK
 REEL: 003107 FRAME: 0414**

CH \$315.00 1832743

Fax Number: (213)896-0400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: msolmon@buchalter.com
Correspondent Name: Matthew S. Solmon
Address Line 1: 601 South Figueroa Street, Suite 2400
Address Line 2: Buchalter, Nemer, Fields & Younger, P.C.
Address Line 4: Los Angeles, CALIFORNIA 90017-5704

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|--------------------|-------------------|
| NAME OF SUBMITTER: | Matthew S. Solmon |
| Signature: | /MSS/ |
| Date: | 06/17/2005 |

Total Attachments: 6
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**NOTICE OF RELINQUISHMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

THIS NOTICE OF RELINQUISHMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Notice of Relinquishment"), dated as of May 31, 2005, is made in favor of WMG ACQUISITION CORP., a Delaware corporation ("the Company"), WMG HOLDINGS CORP., a Delaware corporation ("Holdings"), the other Persons listed on the signature pages of the Security Agreement and the Additional Grantors (the Company, Holdings, the Persons so listed and the Additional Grantors being, collectively, "the Grantors") by Bank of America, N.A., as administrative agent ("the Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement) under that certain Amended and Restated Credit Agreement, dated as of April 8, 2004 (as amended, supplemented, replaced, or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein shall have the meanings given such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement dated February 29, 2004 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") in order to grant to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Collateral to secure their respective Secured Obligations;

WHEREAS, in connection with the Security Agreement, the Grantors have executed and delivered a Trademark Security Agreement dated February 29, 2004 (the "Trademark Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on March 3, 2004 at Reel/Frame 002803/0352 et seq.;

WHEREAS, pursuant to Section 20(a) of the Security Agreement, (i) CPP/Belwin, Inc. ("CPP") has delivered to the Administrative Agent a written request for an acknowledgement of the release of the Liens (as defined in the Security Agreement) created under the Security Agreement on all items of Collateral (as defined in the Security Agreement) of CPP in connection with the sale of all of the issued and outstanding shares of capital stock of CPP and WBPI (as defined below) on the date hereof (the "**Sale**") and (ii) Warner Bros. Publications U.S. Inc. ("**WBPI**") has delivered to the Administrative Agent a written request for an acknowledgement of the release of the Liens created under the Security Agreement on all items of Collateral of WBPI in connection with the Sale; and

WHEREAS, the Administrative Agent has duly authorized the execution, delivery and performance of this Notice of Relinquishment, the purpose of which is to give notice of the relinquishment of security interest granted in favor of the Administrative Agent, for the benefit of the Secured Parties, with respect to certain of the Trademark Collateral as identified in Schedule A attached hereto (the “Released Trademark Collateral”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent, on its own behalf and on behalf of the Secured Parties, hereby terminates and releases its security interest in the Released Trademark Collateral. The Administrative Agent authorizes each of CPP and WBPI (each, a “Released Party”) to file releases or other documentation reflecting this termination and release and agrees to deliver such additional similar documents as any Released Party may reasonably request to evidence such termination and release, all at the sole cost and expense of the requesting Released Party.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Other than as set forth herein, all of the Administrative Agent’s rights under the Credit Agreement, the Security Agreement and the Trademark Security

Agreement shall remain in full force and effect as if this Notice of Relinquishment had never been executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

BANK OF AMERICA, N.A.,

as Administrative Agent

By 

Name: BRADFORD D. JONES

Title: MANAGING DIRECTOR

SCHEDULE A
TRADEMARK COLLATERAL

| OWNER | Country | Trademark | Class | Registration No. | Application | Reg. Date: | Next Renewal: | Status |
|-------------------------------------|--------------------------|---------------------------------|-------|------------------|-------------|-------------|---------------|------------|
| WARNER BROS. PUBLICATIONS U.S. INC. | United States of America | AUTHENTIC BASS-TAB (Stylized) | 16 | 1832743 | 74/416270 | 26-Apr-1994 | 26-Apr-2004 | Registered |
| WARNER BROS. PUBLICATIONS U.S. INC. | United States of America | AUTHENTIC GUITAR-TAB (Stylized) | 16 | 1864665 | 74/381876 | 29-Nov-1994 | 29-Nov-2004 | Registered |
| WARNER BROS. PUBLICATIONS U.S. INC. | United States of America | SUPER-TAB | 16 | 1503870 | 73/703158 | 13-Sep-1988 | 13-Sep-2008 | Registered |
| CPP/BELWIN, INC. | United States of America | H.W. GRAY PUBLICATIONS | 16 | 1,574,834 | 73/760,877 | 02-Jan-1990 | 02-Jan-2000 | Registered |
| CPP/BELWIN, INC. | United States of America | GLP GOOD LIFE PUBLICATIONS | 9, 16 | 1,489,966 | 73/667434 | 31-May-1988 | 31-May-2008 | Registered |
| CPP/BELWIN, INC. | United States of America | GOOD LIFE PUBLICATIONS | 9, 16 | 1,555,573 | 73/760,575 | 12-Sep-1989 | 12-Sep-2009 | Registered |
| CPP/BELWIN, INC. | United States of America | THE ULTIMATE BEGINNER SERIES | 9 | 2,066,723 | 75/074,688 | 03-Jun-1997 | 03-Jun-2007 | Registered |
| CPP/BELWIN, INC. | United States of America | J. FISCHER & BRO. | 16 | 1,574,835 | 73/760,878 | 02-Jan-1990 | 02-Jan-2010 | Registered |
| CPP/BELWIN, INC. | United States of America | MANHATTAN MUSIC PUBLICATIONS | 9, 16 | 2,094,406 | 75/074,687 | 09-Sep-1997 | 09-Sep-2007 | Registered |
| CPP/BELWIN, INC. | United States of America | PIANO TEACHER'S ADVANTAGE | 16 | 2,726,883 | 76/428,105 | 17-Jun-2003 | 17-Jun-2013 | Registered |
| CPP/BELWIN, INC. | United States of America | KALMUS and Design | 16 | 1,577,723 | 73/760,744 | 16-Jan-1990 | 16-Jan-2010 | Registered |
| CPP/BELWIN, INC. | United States of America | TECH START | 16 | 2,256,041 | 75/359,742 | 22-Jun-1999 | 22-Jun-2009 | Registered |

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