

04-17-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATA
TRAD.

103220138

4/11/06

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brook Mays Music Company

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 31, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Agent

Internal

Address: Mail Code TX1-2442

Street Address: 1717 Main Street, LL1

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association Citizenship national banking
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
76631889, 76631395, 3061935; see attached for additional

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached

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

Name: Julie H. Cooper

Internal Address: Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

0000096 76631889
40.00 DP
125.00 DP
04/18/2006 NJ/HR1
01 FF-4521
02 FF-4522

9. Signature:

Julie H. Cooper
Signature

4/11/06

Date

Julie H. Cooper

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003327 FRAME: 0151

SCHEDULE 1
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Country	Reg. /Serial No.
H. SCHÖENBACH	USA	76631889
F.SCHMIDT MUSICAL INSTRUMENTS	USA	76631395
KARL REISER	USA	3061935
LUDWIG DOETSCH	USA	76630660
GUNTER MAIBACH	USA	3061934
ROGERS DYNA-SONIC	CANADA	1241569

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 31, 2006, is by and between BROOK MAYS MUSIC COMPANY, a Texas corporation ("Debtor"), whose address is 8605 John Carpenter Frwy., Dallas, Texas 75247, Attention: Chief Financial Officer, and JPMORGAN CHASE BANK, N. A., a national banking association, whose address is 1717 Main Street, LL1, Mail Code TX1-2442, Dallas, Texas 75201, Attention: Ms. Christy West, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement dated as of December 22, 2004 (as amended, restated and supplemented from time to time, the "Credit Agreement"), by and among Debtor, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) dated as of December 22, 2004 (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including,

without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

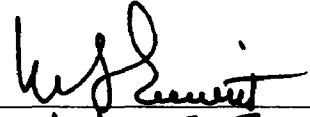
2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, Invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of March 31, 2006.

“Debtor”

BROOK MAYS MUSIC COMPANY, a Texas corporation

By:
Name:
Title:



Wm S. Everett

CEO

“Agent”

JPMORGAN CHASE BANK, N.A., a national banking association, as Agent

By:
Name:
Title:

Attachment:

Schedule 1 - Trademarks

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of March 31, 2006.

“Debtor”

BROOK MAYS MUSIC COMPANY, a Texas corporation

By: _____
Name: _____
Title: _____

“Agent”

JPMORGAN CHASE BANK, N.A., a national banking association, as Agent

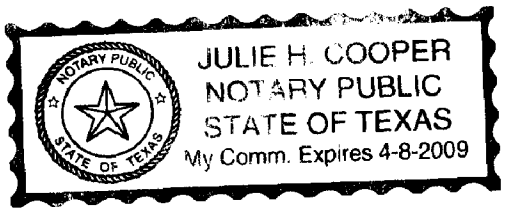
By: Charity West
Name: CHARITY WEST
Title: VICE PRESIDENT

Attachment:

Schedule 1 - Trademarks

THE STATE OF Texas §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 31, 2006, by William S. EVERETT, CEO of Brook Mays Music Company, a Texas corporation, on behalf of said corporation.



Julie H. Cooper
Notary Public in and for the
State of Texas
Printed Name: Julie H. COOPER
My Commission Expires: 4-8-2009

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2006, by _____ of JPMorgan Chase Bank, N.A., a national banking association, as agent, on behalf of said association acting in said capacity.

Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires: _____

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