

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame No. 3050/0077		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc.		06/27/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	S Club Limited (collateral assigned from 19 Recordings Limited)		
Street Address:	Unit 32, Ransomes Dock, 35-37 Parkgate Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW11 4NP		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2868190	S CLUB 7	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	031935-0208 S CLUB		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Patricia A. Conner

Signature:

/Patricia A. Conner/

Date:

06/20/2006

Total Attachments: 3

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, effective as of June 27, 2005, is made by BEAR STEARNS CORPORATE LENDING INC., ("Bear Stearns"), pursuant to the termination of the Trademark Security Agreement dated as of March 17, 2005 (the "Security Agreement"), by and among, Bear Stearns, 19 Recordings Limited and S Club Limited (collectively, the "Grantors").

W I T N E S S E T H

WHEREAS, pursuant to the Security Agreement by and among Grantors and Bear Stearns dated March 17, 2005 and recorded with the U.S. Patent and Trademark Office on March 21, 2005 at Reel/Frame No. 3050/0077, Grantors granted Bear Stearns a security interest in its trademarks, trademark applications and registrations; all common law and other rights in and to the trademarks in the United States, any state thereof and all foreign jurisdictions; all goodwill symbolized by the trademarks; and all rights and interests pursuant to licenses or other contracts in favor of such Grantor pertaining to any trademarks, trademark registrations or trademark rights ("Trademark Collateral");

WHEREAS, Bear Stearns acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Security Agreement;

WHEREAS, Grantors have requested that Bear Stearns release its security interest in the Trademarks, as defined in the Security Agreement in connection with the termination of the Security Agreement (the "Released Collateral").

NOW, THEREFORE, in consideration of the foregoing, Bear Stearns hereby RELEASES, without recourse, all of its security interest in the Trademarks, listed on Schedule A attached hereto and incorporated herein by reference, and any other collateral described in the Security Agreement.

Bear Stearns agrees to provide Grantors with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, Bear Stearns has executed this Release as of the date first set forth above.

BEAR STEARNS CORPORATE LENDING INC.

By: [Signature]

Name: Victor F. Bulzacchelli

Title: Vice President

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of June, 2006, personally appeared _____ who, being by me duly sworn, deposes and says that he/she is the _____ of Bear Stearns Corporate Lending, Inc., a New York corporation, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

State of NY
ss
County of NY
sworn to me before this 20th day of June, 2006
[Signature]
Notary Public

My Commission Expires: JARED T. HOROWITZ
Notary Public, State of New York
No. 02HO6142292
Qualified in New York County
Commission Expires March 13, 2010

Schedule A
to the Release of Security Interest in Trademark Collateral

S Club Limited (formerly owned by 19 Recordings Limited)		
U.S. TRADEMARK REGISTRATIONS		
Trademark	Registration No.	Issue Date
S CLUB 7	2868190	August 3, 2004