

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Platinum Disc, LLC		08/09/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78734368	ECHO BRIDGE HOME ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.0728		
NAME OF SUBMITTER:	Daniel Angel, Esq. (014951.0728)		
Signature:	/kc for da/		
Date:	08/10/2006		

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Total Attachments: 4

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Platinum Disc, LLC (the "Assignor") owns the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of August 9, 2006 (the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, but excluding any intent-to-use Trademark applications for which a statement of use has not been filed with and accepted by the United States Patent and Trademark Office and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

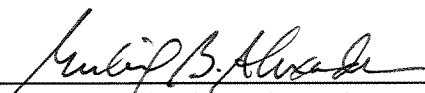
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 9, 2006.

PLATINUM DISC, LLC

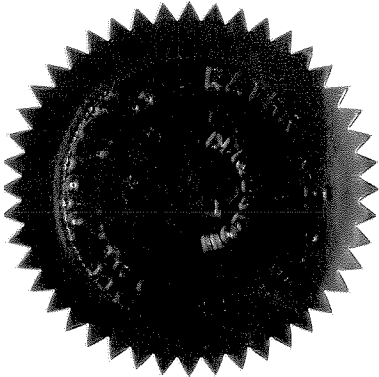
By: 
Name: Michael B. Alexander
Title: Managing Member

STATE OF Massachusetts

ss.:

COUNTY OF Norfolk

On this 3rd day of August, 2006, before me personally came Michael Alexander, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the managing member of Platinum Disc, LLC, a limited liability corporation, and that s/he executed the foregoing instrument in the firm name of Platinum Disc, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Kathryn E. Robblee



KATHRYN E. ROBBLEE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 21, 2011

Assignment for Security (Trademarks)

TRADEMARK
REEL: 003367 FRAME: 0181

SCHEDULE 1A
U.S. Trademark Application

<u>Mark</u>	<u>App. No.</u>
ECHO BRIDGE HOME ENTERTAINMENT	78/734,368

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