

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLUID MUSIC USA, INC.		05/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3552478	AUDIO LUNCHBOX	
Registration Number:	3548649	MUZAD	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com, kristin.azcona@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:	038263-0241		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/kja/		

OP \$65.00 3552478

Date:

05/17/2012

Total Attachments: 18

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of May 20, 2011 (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (individually, a "**Grantor**" and collectively, the "**Grantors**") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity and together with its successors, the "**Collateral Agent**") for the Secured Parties (as defined in the Security Agreement described below).

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement dated as of May 6, 2011 (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which each Grantor pledged and granted to the Collateral Agent a security interest in certain property, including the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, in each case wherever located and now owned or at any time hereafter acquired, or arising (collectively, the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A attached hereto;
- (b) the right to, and to obtain, all renewals thereof;
- (c) the goodwill of the business connected with the use of and symbolized by the foregoing;

- (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill;
- (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (f) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein, at no time shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application to register a Trademark in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such "intent-to-use" application under applicable federal law; provided, however, that at such time as a Statement of Use or Amendment to Allege Use is filed therein such Trademark application shall be considered automatically included in the Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in counterparts (and by different parties on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single instrument.

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FLUID MUSIC USA, INC.

By: Jim Gu
Name:
Title:

PROVINCE OF: Ontario

On this 20th day of May, 2011 before me personally appeared James Lanthier, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fluid Music USA, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

M. J. T.
Notary Public

MUZAK LLC

By: Jim Gu
Name:
Title:

PROVINCE OF: Ontario

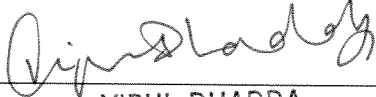
On this 20th day of May, 2011 before me personally appeared James Lanthier, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Muzak LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

M. J. T.
Notary Public

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: John D. Toronto
Title: Managing Director

By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Mood Media Corporation	MOOD MEDIA	July 27, 2010	Registered	3825276
			Application	79085156
			Application	79085172
Mood Media North America, Ltd. (f/k/a TruSonic, Inc.)	TRUSONIC and Design	June 20, 2006	Registered	3105745
			Registered	2787632, TMA658472
			Registered	3105745, 2793053, TMA658471
			Registered	3319051
Fluid Music USA, Inc.	AUDIO LUNCHBOX	December 30, 2008	Registered	3552478
	MUZAD	December 23, 2008	Registered	3548649
	ARTIST UNDERGROUND	May 27, 2008	Registered	3438169
Muzak LLC	MUZAK	April 9, 1935	Registered	323327
	MUZAK	Jan 6, 2010	Registered	2.339.342
	MUZAK	Jul 18, 1961	Registered	A167873
	MUZAK	Aug 2, 1979	Registered	A336089
	MUZAK	Mar 26, 1945	Registered	A83379
	MUZAK	Dec 1, 1965	Registered	56.216

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	MUZAK	Dec 17, 1971	Registered	088407
	MUZAK	Jan 18, 1994	Registered	25770
	MUZAK	Jun 6, 1947	Registered	2372
	MUZAK	Dec 16, 1977	Registered	71670-A
	MUZAK	Dec 16, 1977	Registered	71671-A
	MUZAK	Nov 6, 2007	Registered	821749722
	MUZAK	Oct 28, 1943	Registered	UCA18601
	MUZAK	Aug 24, 2000	Registered	225844
	MUZAK	Dec 9, 1966	Registered	VR03.2681966
	MUZAK	Apr 2, 2001	Registered	911073
	MUZAK	Apr 17, 2001	Registered	1210137
	MUZAK	Apr 11, 2000	Registered	187264
	MUZAK	Feb 28, 1962	Registered	37962
	MUZAK	Nov 28, 1991	Registered	R1708373
	MUZAK	Dec 9, 1985	Registered	1085364
	MUZAK	Mar 2, 1983	Registered	1045453
	MUZAK	Aug 17, 1966	Registered	34205
	MUZAK	Nov 25, 1958	Registered	19590193
	MUZAK	Jan 13, 1999	Registered	155237
	MUZAK	Oct 22, 1957	Registered	59972
	MUZAK	Oct 22, 1957	Registered	59971
	MUZAK	Oct 10, 1976	Registered	39940
	MUZAK	July 19, 1965	Registered	20603
	MUZAK	July 19, 1965	Registered	20604

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	MUZAK	Oct 10, 1976	Registered	39939
	MUZAK	July 25, 1997	Registered	1146277
	I - MUZAK	Dec 16, 2005	Registered	4916043
	MUSAC	Mar 9, 2001	Registered	4458464
	MUZAK	Jun 28, 1962	Registered	591333
	MUZAK and Design	Nov 7, 1997	Registered	3357528
	MUZAK and Design	May 9, 1997	Registered	3302785
	MUZAK and Design	Oct 31, 1995	Registered	3089995
	SKY MUZAK	Dec 24, 1999	Registered	4347752
	SKY MUZAK	Feb 10, 2000	Registered	4361077
	SKY MUZAK	Dec 24, 1999	Registered	4347948
	MUZAK	Dec 12, 1958	Registered	M30873
	EXPRESSIONS	Jul 29, 1994	Registered	468199
	FM ONE	Sept 17, 1992	Registered	422061
	FM ONE	Oct 16, 1992	Registered	423756
	FOREGROUND MUSIC ONE	Jul 4, 1995	Registered	496639
	FOREGROUND MUSIC ONE	Mar 16, 1994	Registered	454389
	MUZAK	Aug 18 1981	Registered	265106
	MUZAK	Mar 2, 1944	Registered	46663
	MUZAK	Aug 18, 1981	Registered	265107
	MUZAK	Aug 18, 1981	Registered	265108
	MUZAK	Oct 9, 1981	Registered	267259
	MUZAK	Dec 1, 1995	Registered	9616647

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	MUZAK	May 9, 1966	Registered	81054
	MUZAK	Mar 8, 1948	Registered	46159
	MUZAK	Mar 24, 1966	Registered	68543
	MUZAK	Dec 28, 1984	Registered	00081
	MUZAK	Jul 7, 1984	Registered	23604
	MUZAK	Jul 23, 1998	Registered	134315
	MUZAK	Jul 8, 1965	Registered	126450
	MUZAK	Jul 8, 1965	Registered	126451
	MUZAK	Jan 9, 1996	Registered	26475
	MUZAK	Aug 1, 1983	Registered	6847
	MUZAK	Dec 13, 1984	Registered	25666
	MUZAK & M Logo	Mar 6, 2001	Registered	2,432,717 PR
	MUZAK	Mar 16, 1948	Registered	T48/098741
	MUZAK	Nov 16, 2000	Registered	193060
	MUZAK	Jan 13, 1978	Registered	765453
	MUZAK	Nov 5, 1962	Registered	6237482
	MUZAK	Nov 5, 1962	Registered	6237483
	MUZAK	Jan 13, 1978	Registered	765454
	MUZAK	Nov 5, 1962	Registered	6237481
	MUZAK	Oct 11, 1999	Registered	57011
	MUZAK	May 18, 1994	Registered	100908
	MUZAK	Nov 18, 1999	Registered	57697
	MUZAK	Aug 10, 2001	Registered	2670640
	MUZAK	Jul 29, 1965	Registered	453391

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	MUZAK	Aug 26, 1976	Registered	117299
	MUZAK	Aug 10, 1979	Registered	2P-305912
	MUZAK	May 1, 1984	Registered	12011
	MUZAK	Aug 16, 1984	Registered	254627
	MUZAK	Aug 1, 1984	Registered	253036
	MUZAK	Mar 11, 1959	Registered	KOR96258
	MUZAK	Jul 31, 1998	Registered	30064
	MUZAK	Feb 10, 1938	Registered	583424
	MUZAK	Dec 7, 1944	Registered	633418
	COUNTRY CURRENTS	Nov 2, 1993	Registered	1,802,376
	DRIVE-THRU EXPRESS	Nov 14, 2000	Registered	2,403,095
	ENVIRONMENTAL MUSIC BY MUZAK	Dec 28, 1993	Registered	1,814,119
	EXPRESSIONS	Jul 12, 1994	Registered	1,844,796
	FM ONE	Dec 3, 1991	Registered	1,667,017
	FM-1	Oct 9, 1990	Registered	1,617,101
	FOREGROUND MUSIC ONE	Sept 8, 1987	Registered	1,456,883
	HITLINE	Jun 11, 1991	Registered	1,647,726
	JUKEBOX GOLD	Oct 26, 1993	Registered	1,801,181
	M and Design	Oct 10, 2006	Registered	3,152,757
	MARKETING ON HOLD	Jul 9, 1991	Registered	1,650,387
	MUZAK	Feb 3, 1942	Registered	393,293
	MUZAK	Nov 20, 1973	Registered	0,973,643
	MUZAK (Stylized)	Dec 21, 1954	Registered	0,599,782

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	MUZAK (Stylized)	Apr 9, 1935	Registered	0,323,327
	MUZAK and M Logo Design	Mar 6, 2001	Registered	2,432,717
	MUZAK HEART & SOUL FOUNDATION	Nov 2, 1999	Registered	2,290,580
	SOLD ON HOLD	Nov 2, 1999	Registered	2,290,151
	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!	Aug 29, 2000	Registered	2,380,584
	75 years of Muzak. What does experience sound Like?		Unregistered	
	Audio Architect		Unregistered	
	Audio Architecture (see Consent Agreement with TM Century, Inc. dated May 4, 1998)		Unregistered	
	Audio Imaging		Unregistered	
	Creating Experience with Audio Architecture		Unregistered	
	Custom Mix		Unregistered	
	Drive-Thru Performance Solutions		Unregistered	
	Elements		Unregistered	
	Empirical Rhythm Music (see Delaware trade name filing)		Unregistered	
	Emcompass Solutions		Unregistered	
	Imaging		Unregistered	
	Litt Music (See Delaware trade name filing)		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	Magalog		Unregistered	
	Music Consultant		Unregistered	
	Music Matters (Heart & South grant program)		Unregistered	
	Muzak ID		Unregistered	
	Muzak Music		Unregistered	
	Muzak QSR Performance Solutions		Unregistered	
	Muzak Sound		Unregistered	
	Muzak Voice		Unregistered	
	MyImage		Unregistered	
	Performer Series		Unregistered	
	QSR Solutions		Unregistered	
	Sight		Unregistered	
	Sound		Unregistered	
	Touch		Unregistered	
	Visual Solutions (see Delaware trade name filing)		Unregistered	
	Voice Consultant		Unregistered	
	Voice In Store		Unregistered	
	Voice On Hold		Unregistered	
	Voice Online		Unregistered	
	VP Series		Unregistered	
	What does your business sound like?		Unregistered	
	The Café		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	The New Wave		Unregistered	
	Backpages		Unregistered	
	Ink'd		Unregistered	
	Feedback		Unregistered	
	Perimeter		Unregistered	
	Rock show		Unregistered	
	Stylus		Unregistered	
	Varsity		Unregistered	
	Half Pipe		Unregistered	
	Shine		Unregistered	
	The Party Playlist		Unregistered	
	Hitline		Unregistered	
	Hot FM		Unregistered	
	FM1		Unregistered	
	Peppermint		Unregistered	
	Poppers		Unregistered	
	Venus		Unregistered	
	Country Music One		Unregistered	
	Nashville USA		Unregistered	
	Country Gold		Unregistered	
	Rawhide		Unregistered	
	Screen Door		Unregistered	
	Aura		Unregistered	
	New Age		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	Breathe		Unregistered	
	The Light		Unregistered	
	Frequency		Unregistered	
	Metro		Unregistered	
	NuJazz		Unregistered	
	NuLounge		Unregistered	
	Strobe		Unregistered	
	NuMix		Unregistered	
	Groove Zone		Unregistered	
	City Lights		Unregistered	
	Impressions		Unregistered	
	Jazz Traditions		Unregistered	
	Concrete Beats		Unregistered	
	The Blvd.		Unregistered	
	50s and 60s Hits		Unregistered	
	70s Hits		Unregistered	
	80s Hits		Unregistered	
	90s Hits		Unregistered	
	7890		Unregistered	
	Acoustic Crossroads		Unregistered	
	Lucille		Unregistered	
	Roadhouse		Unregistered	
	Route 66		Unregistered	
	Caliente Pop		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	Estilos		Unregistered	
	Fiesta Mexicana		Unregistered	
	La Frontera		Unregistered	
	La Musica		Unregistered	
	Mojito		Unregistered	
	Viva Mariachi		Unregistered	
	FM Dos		Unregistered	
	Salsa Ritmo		Unregistered	
	Mexicana		Unregistered	
	Ambrosia		Unregistered	
	Cashmere		Unregistered	
	Expressions		Unregistered	
	Jukebox Gold		Unregistered	
	Love Songs		Unregistered	
	Mo' Soul		Unregistered	
	Reflections		Unregistered	
	Songbook		Unregistered	
	Swing Kings		Unregistered	
	Unforgettable		Unregistered	
	Funkytown		Unregistered	
	Upbeat Reflections		Unregistered	
	Bellissimo		Unregistered	
	World		Unregistered	
	Destinations		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
	Kingston		Unregistered	
	Little Italy		Unregistered	
	Irish		Unregistered	
	World Travels		Unregistered	
	Hawaiian		Unregistered	
	Quebecois		Unregistered	
	Easy Instrumentals		Unregistered	
	Ensemble		Unregistered	
	Environmental		Unregistered	
	Intermezzo		Unregistered	
	Moodscapes		Unregistered	
	Piano & Guitar		Unregistered	
	Plaza		Unregistered	
	Uptown		Unregistered	
	Classical Holiday		Unregistered	
	Country Holiday		Unregistered	
	Holiday Instrumentals		Unregistered	
	Holiday Pop		Unregistered	
	Holiday Remix		Unregistered	
	Latino Navidad		Unregistered	
	Soulful Holidays		Unregistered	
	The Christmas Message		Unregistered	
	Traditional Holidays		Unregistered	
	Ultra Hip Holiday		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
	Cinco De Mayo		Unregistered	
	Halloween		Unregistered	
	Independence Day		Unregistered	
	Mardi Gras		Unregistered	
	Oktoberfest		Unregistered	
	Holiday		Unregistered	
	St. Patrick's Day		Unregistered	
	Summer Fun		Unregistered	
	Valentine's Day		Unregistered	
	Gumbo		Unregistered	
	Kid Tunes		Unregistered	
	The Beach		Unregistered	
	Martini Time		Unregistered	
	Toned		Unregistered	
	The Circuit		Unregistered	
	Tropical Breezes		Unregistered	
	Oasis		Unregistered	
	Runway		Unregistered	
	Barista		Unregistered	
	Worldscapes		Unregistered	
	Adult Casual		Unregistered	
	Bright Jazz		Unregistered	
	Cool Jazz		Unregistered	
	Electronica		Unregistered	

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
	Light Classical		Unregistered	
	The Spa		Unregistered	
	Holiday Mix		Unregistered	

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RECORDED: 05/17/2012

**TRADEMARK
REEL: 004782 FRAME: 0557**