

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--------------|
| BEAR STEARNS CORPORATE LENDING INC., AS ADMINISTRATIVE AGENT | | 01/07/2009 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT |
| Street Address: | 600 EAST LAS COLINAS BLVD., SUITE 1300 |
| City: | IRVING |
| State/Country: | TEXAS |
| Postal Code: | 75039 |
| Entity Type: | BANK: |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 1507899 | ADCASTER |
| Registration Number: | 1802376 | COUNTRY CURRENTS |
| Registration Number: | 2403095 | DRIVE-THRU EXPRESS |
| Registration Number: | 1814119 | ENVIRONMENTAL MUSIC BY MUZAK |
| Registration Number: | 1844796 | EXPRESSIONS |
| Registration Number: | 1667017 | FM ONE |
| Registration Number: | 1617101 | FM-1 |
| Registration Number: | 1456883 | FOREGROUND MUSIC ONE |
| Registration Number: | 1647726 | HITLINE |
| Registration Number: | 1801181 | JUKEBOX GOLD |
| Registration Number: | 1650387 | MARKETING ON HOLD |
| Registration Number: | 3152757 | M |
| Registration Number: | 0323327 | MUZAK |

OP \$590.00 1507899

| | | |
|----------------------|---------|--|
| Registration Number: | 0393293 | MUZAK |
| Registration Number: | 0973643 | MUZAK |
| Registration Number: | 0599782 | MUZAK |
| Registration Number: | 2432717 | MUZAK |
| Registration Number: | 2290580 | MUZAK HEART & SOUL FOUNDATION |
| Registration Number: | 1417717 | SOUND BUSINESS SOLUTIONS |
| Registration Number: | 1418700 | STIMULUS PROGRESSION |
| Registration Number: | 1553505 | YESCO |
| Registration Number: | 2380584 | YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS! |
| Registration Number: | 2318795 | YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS! |

CORRESPONDENCE DATA

Fax Number: (212)702-3639
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.705.7147
Email: MARCUS.MARSH@BINGHAM.COM
Correspondent Name: E. MARCUS MARSH C/O BINGHAM MCCUTCHEN
Address Line 1: 399 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10022-4689

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 3009605/0000336681 |
| NAME OF SUBMITTER: | E. MARCUS MARSH |
| Signature: | /S/ E. MARCUS MARSH |
| Date: | 01/07/2009 |

Total Attachments: 5

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GUARANTEE AND COLLATERAL AGREEMENT ASSIGNMENT (TRADEMARKS)

This Guarantee and Collateral Agreement Assignment (Trademarks) (this “Trademark Collateral Assignment”), dated as of January 7, 2009, is executed by Bear Stearns Corporate Lending Inc. (“Assignor”), as transferor, (the “Transferor Secured Party”) and The Bank of New York Mellon (the “Transferee Secured Party”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Security Agreement, respectively.

RECITALS

WHEREAS, Muzak Holdings LLC (“Holdings”), Muzak LLC (the “Borrower”) the banks and other financial institutions and entities party thereto from time to time, and the Transferor Secured Party, as Administrative Agent and Collateral Agent, entered into that certain Credit Agreement, dated as of April 15, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Holdings, the Borrower and certain of its Subsidiaries (collectively with Holdings and the Borrower, the “Grantors”) and the Transferor Secured Party, in its capacity as Administrative Agent and Collateral Agent on behalf and for the benefit of the Secured Parties entered into a certain Guarantee and Collateral Agreement, dated as of April 15, 2005 (the “Security Agreement”);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of January 7, 2009 (the “Successor Agent Agreement”), the Transferor Secured Party resigned as Administrative Agent and Collateral Agent, the Transferee Secured Party was appointed by the requisite Lenders as successor Administrative Agent and Collateral Agent and the Transferee Secured Party assumed the rights, powers and privileges of the Administrative Agent and Collateral Agent under the Credit Agreement, Security Agreement and other Loan Documents;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in certain Collateral including certain trademarks, trademark registrations and applications and trademark licenses; and

WHEREAS, the Transferor Secured Party desires to assign, and the Transferee Secured Party desires to assume, the rights, powers, privileges and obligations of the Administrative Agent and Collateral Agent under the Security Agreement.

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. As of the date hereof, the Transferor Secured Party hereby assigns, and the Transferee Secured Party hereby assumes, the rights, powers, privileges and obligations of the Administrative Agent and Collateral Agent under the Security Agreement.

2. The security interest granted by the Grantors pursuant to the Security Agreement includes a lien on and security interest in, the Trademarks and Trademark Licenses, owned as of April 15, 2005, or at any time thereafter acquired by Grantors or in which Grantors have as of April 15, 2005, or at any time thereafter, acquired any right, title or interest.

3. The Transferee Secured Party may record this Trademark Collateral Assignment with the United States Patent and Trademark Office and trademark offices of any countries and/or jurisdictions in which the Trademarks are registered or applied for, at the sole expense of the Borrower.

4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

5. This Trademark Collateral Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Trademark Collateral Assignment
as of this 7th day of January 2009.

ASSIGNOR:

BEAR STEARNS CORPORATE LENDING INC.,
as Transferor Secured Party

By: JPMORGAN CHASE BANK, N.A.
As authorized signatory

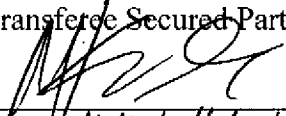
By: 
Name: TONY YUNG
Title: VICE PRESIDENT

[Signature Page to Trademark Collateral Assignment]

TRADEMARK
REEL: 003914 FRAME: 0909

ASSIGNEE:

THE BANK OF NEW YORK MELLON,
as Transferee Secured Party

By: 
Name: Melinda Valentine
Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS:

| MARK | REGISTRATION NUMBER |
|---|----------------------------|
| ADCASTER | 1,507,899 |
| COUNTRY CURRENTS | 1,802,376 |
| DRIVE-THRU EXPRESS | 2,403,095 |
| ENVIRONMENTAL MUSIC BY MUZAK | 1,814,119 |
| EXPRESSIONS | 1,844,796 |
| FM ONE | 1,667,017 |
| FM-1 | 1,617,101 |
| FOREGROUND MUSIC ONE | 1,456,883 |
| HITLINE | 1,647,726 |
| JUKEBOX GOLD | 1,801,181 |
| MARKETING ON HOLD | 1,650,387 |
| M and Design | 3,152,757 |
| MUZAK | 323,327 |
| MUZAK | 393,293 |
| MUZAK | 973,643 |
| MUZAK (stylized) | 599,782 |
| MUZAK and M Logo Design | 2,432,717 |
| MUZAK HEART & SOUL FOUNDATION | 2,290,580 |
| SOUND BUSINESS SOLUTIONS | 1,417,717 |
| STIMULUS PROGRESSION | 1,418,700 |
| YESCO | 1,553,505 |
| YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS! | 2,380,584 |
| YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS! | 2,318,795 |