

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		02/01/2010	Administrative Agent and Collateral Agent: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Muzak Holdings LLC
<b>Street Address:</b>	3318 Lakemont Boulevard
<b>City:</b>	Fort Mill
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29708
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Muzak LLC
<b>Street Address:</b>	3318 Lakemont Boulevard
<b>City:</b>	Fort Mill
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29708
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
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

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Registration Number:	1647726	HITLINE
Registration Number:	1801181	JUKEBOX GOLD
Registration Number:	3152757	M
Registration Number:	1650387	MARKETING ON HOLD
Registration Number:	0323327	MUZAK
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:	2380584	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!
Registration Number:	1553505	YESCO

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	37551-41 CAC
NAME OF SUBMITTER:	Edward Sadtler
Signature:	/Edward Sadtler/
Date:	02/02/2010

Total Attachments: 4  
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of February 1, 2010 ("Effective Date") in favor of Muzak Holdings LLC ("Holdings"), Muzak LLC (the "Borrower") and certain of its Subsidiaries (collectively with Holdings and the Borrower, the "Grantors" by The Bank of New York Mellon, as Administrative Agent and Collateral Agent under the Security Agreement (collectively, the "Agents").

**WHEREAS**, Grantors and Bear Stearns Corporate Lending Inc. ("BSCL") entered into that certain Guarantee and Collateral Agreement by and between Grantors, BSCL, as collateral agent, and the other parties thereto, dated April 15, 2005 (the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Grantors granted to BSCL, as collateral agent for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under certain trademarks, including those set forth on Schedule A hereto (collectively, the "Trademark Collateral") with the United States Patent and Trademark Office;

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office on June 8, 2005, at Reel 3099, Frame 0671;

**WHEREAS**, pursuant to that certain Guarantee and Collateral Agreement Assignment (Trademarks), dated January 7, 2009, by and between BSCL and Agents, (the "Assignment Agreement"), BSCL assigned its rights, powers, privileges and obligations under the Security Agreement to Agents;

**WHEREAS**, the Assignment Agreement was recorded with the United States Patent and Trademark Office on January 7, 2009, at Reel 3914, Frame 0905; and

**WHEREAS**, Grantors have paid all of their outstanding indebtedness under the Credit Agreement, dated as of April 15, 2005, as amended, by and among the Borrower, Holdings, each of the Lenders from time to time party thereto, and the Agents.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agents hereby, without representation, warranty or recourse: (i) terminate, cancel and release any and all security interests it has against the Trademark Collateral, and (ii) re-assigns any right, title and interest it may have in, to and under the Trademark Collateral to Grantors.

The Agents shall, at Grantors' sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to Grantors, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or

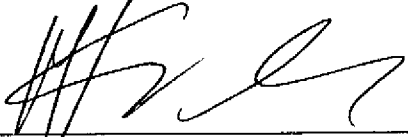
other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \* \* \*

IN WITNESS WHEREOF, the Agents have caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NEW YORK MELLON  
as Administrative Agent and Collateral  
Agent under the Security Agreement

By: 

Name:           **Melinda Valentine**          

Title:           **Vice President**

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
COUNTRY CURRENTS	United States	74/365,867	3/3/1993	1,802,376	11/2/1993
DRIVE-THRU EXPRESS	United States	75/367,897	10/3/1997	2,403,095	11/14/2000
ENVIRONMENTAL MUSIC BY MUZAK	United States	74/306,113	8/17/1992	1,814,119	12/28/1993
EXPRESSIONS	United States	74/364,720	3/3/1993	1,844,796	7/12/1994
FM ONE	United States	74/093,927	8/31/1990	1,667,017	12/3/1991
FM-1	United States	73/797,679	5/4/1989	1,617,101	10/9/1990
FOREGROUND MUSIC ONE	United States	73/588,933	3/19/1986	1,456,883	9/8/1987
HITLINE	United States	74/092,149	8/28/1990	1,647,726	6/11/1991
JUKEBOX GOLD	United States	74/365,907	3/3/1993	1,801,181	10/26/1993
M AND DESIGN	United States	78/300,297	9/15/2003	3,152,757	10/10/2006
MARKETING ON HOLD	United States	74/079,538	7/16/1990	1,650,387	7/9/1991
MUZAK	United States	71/356,559	9/28/1934	0,323,327	4/9/1935
MUZAK	United States	71/443,471	5/10/1941	0,393,293	2/3/1942
MUZAK	United States	72/436,399	9/22/1972	0,973,643	11/20/1973
MUZAK (STYLIZED)	United States	71/659,492	4/14/1954	0,599,782	12/21/1954
MUZAK AND M LOGO DESIGN	United States	75/608,892	12/22/1998	2,432,717	3/6/2001
MUZAK HEART & SOUL FOUNDATION	United States	74/454,479	3/23/1998	2,290,580	11/2/1999
YOUR CALLERS ARE LISTENING, EVERY SOUND COUNTS!	United States	75/605,284	12/14/1998	2,380,584	8/29/2000
YESCO	United States	73/671,822	7/13/1987	1,5553,505	8/29/1989