

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Muzak LLC		01/29/2010	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	201 Merritt Seven
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851-5201
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1456883	FOREGROUND MUSIC ONE
Registration Number:	1553505	YESCO
Registration Number:	1617101	FM-1
Registration Number:	1647726	HITLINE
Registration Number:	1650387	MARKETING ON HOLD
Registration Number:	1667017	FM ONE
Registration Number:	1801181	JUKEBOX GOLD
Registration Number:	1802376	COUNTRY CURRENTS
Registration Number:	1814119	ENVIRONMENTAL MUSIC BY MUZAK
Registration Number:	1844796	EXPRESSIONS
Registration Number:	2290151	SOLD ON HOLD
Registration Number:	2290580	MUZAK HEART & SOUL FOUNDATION
Registration Number:	2380584	YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS!

CH \$515.00 1456883

Registration Number:	2403095	DRIVE-THRU EXPRESS
Registration Number:	2432717	MUZAK
Registration Number:	3152757	M
Registration Number:	323327	MUZAK
Registration Number:	393293	MUZAK
Registration Number:	599782	MUZAK
Registration Number:	973643	MUZAK

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2123108000  
Email: vanessa.kaye@weil.com, suzanne.inglis@weil.com  
Correspondent Name: Vanessa Kaye-Watson  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47660.3451.VKW.6847
NAME OF SUBMITTER:	Vanessa Kaye-Watson
Signature:	/Vanessa Kaye-Watson/
Date:	02/02/2010

**Total Attachments: 7**  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2010, is made by the entity listed on the signature page hereto ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent (in such capacity, together with its successors and permitted assigns, "Collateral Agent") for the First Out Lenders, the L/C Issuers and the Second Out Lenders (each as defined below) (collectively, the "Secured Parties" or the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of February 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "First Out Credit Agreement") by and among the Borrower, Holdings, the other Credit Parties party thereto, the lenders from time to time party thereto (the "First Out Lenders"), the L/C Issuers from time to time party thereto and GE Capital, as Agent, the First Out Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement dated as of February 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Out Credit Agreement" and together with the First Out Credit Agreement, the "Credit Agreements") by and among the Borrower, Holdings, the other Credit Parties party thereto, the lenders from time to time party thereto (the "Second Out Lenders" and together with the First Out Lenders, the "Lenders") and Silver Point Finance, LLC, as administrative agent (the "Second Out Agent"), the Second Out Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Secured Obligations of the Borrower; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Collateral Agent to enter into each of their respective Credit Agreements and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

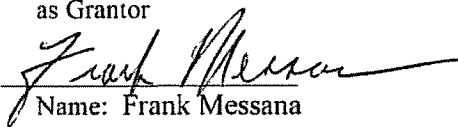
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MUZAK LLC  
as Grantor

By:   
Name: Frank Messana  
Title: Vice President, General  
Counsel, and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

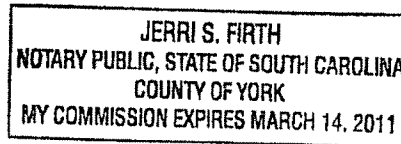
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of SOUTH CAROLINA )  
County of YORK ) ss.

On this 29<sup>TH</sup> day of JANUARY, 2010 before me personally appeared Frank Messana, 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 limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Jerris S. Firth  
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

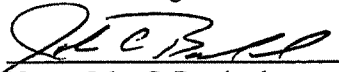
Very truly yours,

MUZAK LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Collateral Agent

By:   
Name: John C. Bambach  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**1. REGISTERED TRADEMARKS**

Country	Mark	Filed	App. #	Reg. Date	Reg. #	Status	Owner
United States	Country Currents	3/3/1993	74/365,867	11/2/1993	1,802,376	Registered	Muzak LLC
United States	Drive-thru express environmental	10/3/1997	75/367,897	11/14/2000	2,403,095	Registered	Muzak LLC
United States	music by muzak	8/17/1992	74/306,113	12/28/1993	1,814,119	Registered	Muzak LLC
United States	expressions	3/3/1993	74/364,720	7/12/1994	1,844,796	Registered	Muzak LLC
United States	FM One	8/31/1990	74/093,927	12/3/1991	1,667,017	Registered	Muzak LLC
United States	FM-1	5/4/1989	73/797,679	10/9/1990	1,617,101	Registered	Muzak LLC
United States	Foreground music One	3/19/1986	73/588,933	9/8/1987	1,456,883	Registered	Muzak LLC
United States	Hitline	8/28/1990	74/092,149	6/11/1991	1,647,726	Registered	Muzak LLC
United States	Jukebox Gold	3/3/1993	74/365,907	10/26/1993	1,801,181	Registered	Muzak LLC
United States	M and design	9/15/2003	78/300,297	10/10/2006	3,152,757	Registered	Muzak LLC
United States	Marketing on Hold	7/16/1990	74/079,538	7/9/1991	1,650,387	Registered	Muzak LLC
United States	muzak	9/28/1934	71/356,559	4/9/1935	0,323,327	Registered	Muzak LLC
United States	Muzak	5/10/1941	71/443,471	2/3/1942	0,393,293	Registered	Muzak LLC
United States	Muzak	9/22/1972	72/436,399	11/20/1973	0,973,643	Registered	Muzak LLC
United States	Muzak (Stylized)	4/14/1954	71/659,492	12/21/1954	0,599,782	Registered	Muzak LLC
United States	Muzak and M Logo Design	12/22/1998	75/608,892	3/6/2001	2,432,717	Registered	Muzak LLC
United States	Muzak Heart & Soul Foundation	3/23/1998	74/454,479	11/2/1999	2,290,580	Registered	Muzak LLC
United States	Your Callers are listening, every sound counts!	12/14/1998	75/605,284	8/29/2000	2,380,584	Registered	Muzak LLC



Country	Mark	Filed	App. #	Reg. Date	Reg. #	Status	Owner
United States	Sold on Hold	8/28/1998	75/544,092	11/2/1999	2,290,151	Registered	Muzak LLC
United States	YESCO <sup>1</sup>	7/13/1987		8/29/1989	1,553, 505	Registered	Muzak LP

2. TRADEMARK APPLICATIONS

None.

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<sup>1</sup> This mark is not being maintained.