

## 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                         |
| MUZAK LLC                  |  | 05/20/2011                   | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA       |  |                              |                                     |
| Name:                      | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH                                |                              |                                     |
| 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: 20 |  |                              |                                     |
| Property Type              | Number   | Word Mark                    |                                     |
| Registration Number:       | 323327   | MUZAK                        |                                     |
| Registration Number:       | 2432717  | MUZAK                        |                                     |
| 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:       | 3152757  | M                            |                                     |
| Registration Number:       | 1650387  | MARKETING ON HOLD            |                                     |

OP \$515.00 323327

|                      |         |  |
|----------------------|---------|--|
| Registration Number: | 393293  | MUZAK  |
| Registration Number: | 0973643 | MUZAK  |
| Registration Number: | 0599782 | MUZAK  |
| Registration Number: | 0323327 | MUZAK  |
| Registration Number: | 2290580 | MUZAK HEART & SOUL FOUNDATION                    |
| Registration Number: | 2290151 | SOLD ON HOLD                                     |
| Registration Number: | 2380584 | YOUR CALLERS ARE LISTENING, EVERY SECOND COUNTS! |

**CORRESPONDENCE DATA**

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:**

038263-0241

**NAME OF SUBMITTER:**

KRISTIN J AZCONA

**Signature:**

/KJA/

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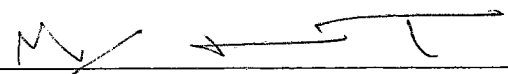
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOOD MEDIA CORPORATION

By:   
Name:  
Title:

PROVINCE OF: Ontario

On this 20<sup>th</sup> 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 Mood Media Corporation, 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.

  
Notary Public

MOOD MEDIA NORTH AMERICA, LTD. (F/K/A TRUSONIC, INC.)

By:   
Name:  
Title:

PROVINCE OF: Ontario

On this 20<sup>th</sup> 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 Mood Media North America, Ltd., 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.

  
Notary Public

FLUID MUSIC USA, INC.

By: Jim Gu  
Name:  
Title:

PROVINCE OF: Ontario

On this 20<sup>th</sup> 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 20<sup>th</sup> 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<br>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<br>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<br/>Date</u> | <u>Status</u> | <u>Application/<br/>Registration No.</u> |
|-----------------------|-----------------|------------------------------|---------------|--|
|                       | Light Classical |                              | Unregistered  |  |
|                       | The Spa         |                              | Unregistered  |  |
|                       | Holiday Mix     |                              | Unregistered  |  |

NY1809915.2

**RECORDED: 05/17/2012**

**TRADEMARK  
REEL: 004782 FRAME: 0600**