

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capitol Records, Inc.		01/28/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Citibank, N.A., London Branch
Street Address:	Citigroup Centre, Canada Square
City:	Canary Wharf, London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB
Entity Type:	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2776179	1
Registration Number:	2596323	THE JUKEBOX COLLECTION
Registration Number:	2778283	THE MUSIC SPA
Registration Number:	2120367	
Registration Number:	0044360	
Registration Number:	1610536	J JOBETE
Registration Number:	1170137	JOBETE
Serial Number:	78631555	ETONE
Serial Number:	96326609	

**CORRESPONDENCE DATA**

Fax Number: (212)225-3999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 225-2275  
 Email: flim@cgsh.com  
 Correspondent Name: Francesca Lim

OP \$240.00 2776179

Address Line 1: One Liberty Plaza  
Address Line 4: New York, NEW YORK 10006

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Francesca Lim
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Signature:	/FLim/
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Date:	02/07/2008
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Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT (MUSIC PUBLISHING ENTITIES)

THIS TRADEMARK SECURITY AGREEMENT is made as of this 28 day of January, 2008 (the "Agreement").

By and among:

The Grantors (as defined herein)  
-and-  
Security Agent (as defined herein)

WHEREAS, in accordance with the PLEDGE AND SECURITY AGREEMENT dated September 17, 2007, as amended and restated on January [ ], 2008 (the "Pledge and Security Agreement"), among Capitol Records, Inc. and, amongst others, any Additional Grantor (each such Additional Grantor, a "Grantor"), and Citibank, N.A., London Branch, as Security Agent for the Secured Parties (together with its permitted successors in such capacity as the Security Agent, the "Security Agent"), the Grantors have agreed to grant to the Security Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Trademarks.

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

- A. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement.
- B. As security for the prompt and complete payment or performance in full when due of the Secured Obligations with respect to every Grantor, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Security Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the Trademarks (including, without limitation, those applications and registrations listed on Schedule I attached hereto).
- C. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations and does not create an ownership interest of the Security Agent in the Trademarks. Upon termination of the Pledge and Security Agreement, the Security Agent shall, upon such satisfaction and at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors or a Grantor, as the case may be, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Security Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.
- D. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Security Agent and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Security Agent and

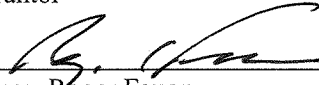
Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference.

- E. This Agreement may be executed in any number of 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 instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**EMI ENTERTAINMENT WORLD INC.,  
JOBETE MUSIC CO., INC.,**  
each as a Grantor

By:   
Name: Roger Faxon  
Title: President

**CITBANK, N.A., LONDON BRANCH,**  
as the Security Agent


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

[Signature Page – Trademark Security Agreement – Music Publishing Entities]


**TRADEMARK  
REEL: 003715 FRAME: 0067**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**EMI ENTERTAINMENT WORLD INC.,  
JOBETE MUSIC CO., INC.,**  
each as a Grantor

By:   
Name: Roger Faxon  
Title: President

**CITIBANK, N.A., LONDON BRANCH,**  
as the Security Agent

By:   
Name: CARL HARBO  
Title: VICE PRESIDENT

SCHEDULE I  
TRADEMARKS

Registered U.S. Trademarks

<u>Owner</u>	<u>Registration Number</u>	<u>Name of Trademark</u>	<u>Country of Trademark</u>
EMI Entertainment World Inc.	2776179	STOP SIGN Device with Number 1	United States of America
EMI Entertainment World Inc.	2596323	THE JUKEBOX COLLECTION	United States of America
EMI Entertainment World Inc.	2778283	THE MUSIC SPA	United States of America
EMI Entertainment World Inc.	2120367	THREE LITTLE MEN DEVICE	United States of America
Jobete Music Co., Inc.	44360	GORDY	United States of America
Jobete Music Co., Inc.	1610536	J JOBETE AND DEVICE	United States of America
Jobete Music Co., Inc.	1170137	JOBETE	United States of America

Pending U.S. Trademarks

<u>Applicant</u>	<u>Application Serial Number</u>	<u>Name of Trademark Applied For</u>	<u>Country of Trademark</u>
EMI Entertainment World Inc.	78631555	ETONE	United States of America
EMI Entertainment World Inc.	76/326609	THE SYNC TANK	United States of America