

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
EMI Christian Music Group Inc.		01/28/2008	CORPORATION: CALIFORNIA

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: 36

Property Type	Number	Word Mark
Registration Number:	2761111	BURNITFIRST.COM
Registration Number:	3166599	CREDENTIAL RECORDINGS
Serial Number:	77307893	FANSIZED
Registration Number:	2134284	FOREFRONT
Registration Number:	1591427	FOREFRONT RECORDS
Registration Number:	2330906	FOREFRONT RECORDS
Registration Number:	2976870	GOD OF WONDERS
Registration Number:	3002243	GOD OF WONDERS
Registration Number:	3320915	HEARITFIRST.COM
Serial Number:	78812460	INDIESCOVERY
Registration Number:	2971108	NEWSONGCAFE
Registration Number:	2670537	PREMIERE PERFORMANCE
Serial Number:	78788725	RE:THINK

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Registration Number:	2041320	RE:THINK
Serial Number:	78788715	RE:THINK
Registration Number:	1813427	SAINTS IN PRAISE
Registration Number:	1840367	SPARROW
Registration Number:	2135694	STAR SONG
Registration Number:	1730820	STAR SONG COMMUNICATIONS
Registration Number:	2154765	STAR SONG COMMUNICATIONS
Serial Number:	77261698	STAR SONG MUSIC
Registration Number:	1759032	VIREO
Registration Number:	1783152	V VIREO
Registration Number:	2336837	WORSHIP TOGETHER
Registration Number:	3201038	WORSHIP TOGETHER
Serial Number:	76977621	WOW
Registration Number:	3240156	WOW CHRISTMAS
Registration Number:	2802648	WOW GOSPEL
Registration Number:	2768539	WOW GOSPEL
Registration Number:	3142447	WOW HITS
Serial Number:	76128006	WOW IT'S EVERYWHERE
Registration Number:	2153633	WOW
Registration Number:	2884538	WOW WORSHIP
Registration Number:	2889447	WOW WORSHIP
Registration Number:	2594506	W W J D
Registration Number:	2451345	REVIVAL GENERATION

CORRESPONDENCE DATA

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

TRADEMARK

REEL: 003715 FRAME: 0329

NAME OF SUBMITTER:	Francesca Lim
Signature:	/FLim/
Date:	02/07/2008
Total Attachments: 8 source=Trademark Security Agreement (Other)#page1.tif source=Trademark Security Agreement (Other)#page2.tif source=Trademark Security Agreement (Other)#page3.tif source=Trademark Security Agreement (Other)#page4.tif source=Trademark Security Agreement (Other)#page5.tif source=Trademark Security Agreement (Other)#page6.tif source=Trademark Security Agreement (Other)#page7.tif source=Trademark Security Agreement (Other)#page8.tif	

TRADEMARK SECURITY AGREEMENT (EMI CHRISTIAN MUSIC GROUP INC.)

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

By and among:

The Grantor (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 28, 2008 (the "**Pledge and Security Agreement**"), among Capitol Records, Inc. and, amongst others, EMI Christian Music Group Inc. (the "**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 Grantor has 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 the Grantor, the 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 Grantor, execute, acknowledge, and deliver to the 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 the 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 CHRISTIAN MUSIC GROUP INC.,
as the Grantor

By: 

Name: Richard Green
Title: Secretary

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

By: _____

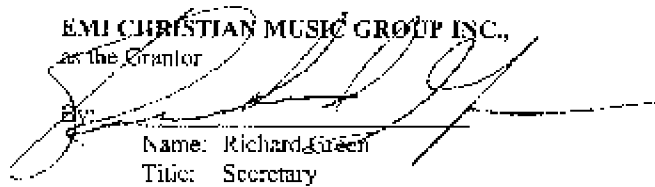
Name:
Title:

[Signature Page – Trademark Security Agreement – EMI Christian Music Group Inc.]

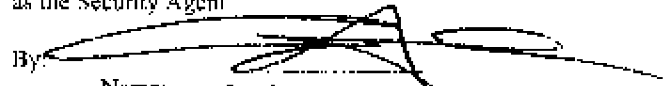
TRADEMARK
REEL: 003715 FRAME: 0333

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

EMI CHRISTIAN MUSIC GROUP INC.,
as the Grantor

By: 
Name: Richard Green
Title: Secretary

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

By: 
Name: CARL HARDIE
Title: VICE PRESIDENT

SCHEDULE I
TRADEMARKS

See attached.

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
EMI Christian Music Group Inc.	BURNITFIRST.COM	United States of America	76409261	2761111	9 Sep 2003	9,38,41	Registered
EMI Christian Music Group Inc.	CREDENTIAL RECORDINGS	United States of America	78625293	3166599	31 Oct 2006	9	Registered
EMI Christian Music Group Inc.	FANSIZED	United States of America	77307893			9,35,41	Pending
EMI Christian Music Group Inc.	FOREFRONT	United States of America	75/233940	2134284	3 Feb 1998	9	Registered
EMI Christian Music Group Inc.	FOREFRONT RECORDS	United States of America	73-793453	1591427	10 Apr 1990	42	Registered
EMI Christian Music Group Inc.	FOREFRONT RECORDS WORDS AND GLOBE DEVICE	United States of America	75/477062	2330906	21 Mar 2000	9	Registered
EMI Christian Music Group Inc.	GOD OF WONDERS	United States of America	76/374276	2976870	26 Jul 2005	16	Registered
EMI Christian Music Group Inc.	GOD OF WONDERS	United States of America	76374277	3002243	27 Sep 2005	9	Registered
EMI Christian Music Group Inc.	HEARITFIRST.COM	United States of America	78785507	3320915	23 Oct 2007	9,35,38,41	Registered
EMI Christian Music Group Inc.	INDIESCOVERY	United States of America	78812460			35,41	Pending
EMI Christian Music Group Inc.	NEWSONGCAFE	United States of America	76-241411	2971108	19 Jul 2005	9, 38	Registered
EMI Christian Music Group Inc.	PREMIERE PERFORMANCE	United States of America	76177172	2670537	31 Dec 2002	9	Registered
EMI Christian Music Group Inc.	RETHINK AND CIRCLE LOGO	United States of America	78788725			9,35	Pending
EMI Christian Music Group Inc.	RETHINK IN THE FORM RE:THINK	United States of America	74/694254	2041320	25 Feb 1997	9	Registered
EMI Christian Music Group Inc.	RETHINK IN THE FORM RE:THINK	United States of America	78788715			9,35	Pending
EMI Christian Music Group Inc.	SAINTS IN PRAISE	United States of America	74248129	1813427	28 Dec 1993	9	Registered
EMI Christian Music Group Inc.	SPARROW	United States of America	74385460	1840367	21 Jun 1994	9,16,35	Registered
EMI Christian Music Group Inc.	STAR SONG	United States of America	75234903	2135694	10 Feb 1998	9	Registered
EMI Christian Music Group	STAR SONG	United States					

Inc.	COMMUNICATIONS AND STAR DEVICE	of America	74244987	1730820	10 Nov 1992	9	Registered
EMI Christian Music Group Inc.	STAR SONG COMMUNICATIONS LOGO AND STAR AND CIRCLE DEVICE	United States of America	75234902	2154765	5 May 1998	9	Registered
EMI Christian Music Group Inc.	STAR SONG MUSIC WORDS AND DEVICE	United States of America	77261698			9	Pending
EMI Christian Music Group Inc.	VIREO	United States of America	74/066993	1759032	16 Mar 1993	9	Registered
EMI Christian Music Group Inc.	VIREO AND V DEVICE	United States of America	74/801183	1783152	20 Jul 1993	9	Registered
EMI Christian Music Group Inc.	WORSHIP TOGETHER	United States of America	75406237	2336837	28 Mar 2000	9,16,41,42	Registered
EMI Christian Music Group Inc.	WORSHIP TOGETHER	United States of America	78740300	3201038	23 Jan 2007	9,16,41,42	Registered
EMI Christian Music Group Inc.	WOW	United States of America	76977621			9,16	Pending
EMI Christian Music Group Inc.	WOW CHRISTMAS	United States of America	76003811	3240156	8 May 2007	9,16	Registered
EMI Christian Music Group Inc.	WOW GOSPEL DEVICE	United States of America	75-823359	2802648	6 Jan 2004	16	Registered
EMI Christian Music Group Inc.	WOW GOSPEL DEVICE	United States of America	75823360	2768539	30 Sep 2003	9	Registered
EMI Christian Music Group Inc.	WOW HITS	United States of America	76028763	3142447	12 Sep 2006	9,16	Registered
EMI Christian Music Group Inc.	WOW IT'S EVERYWHERE WITH STYLISED O	United States of America	76128006			9,16,35,38,41	Pending
EMI Christian Music Group Inc.	WOW LETTERS AND DEVICE	United States of America	75/258795	2153633		9	Registered
EMI Christian Music Group Inc.	WOW WORSHIP	United States of America	75-823358	2884538	14 Sep 2004	9, 16	Registered
EMI Christian Music Group Inc.	WOW WORSHIP STYLISED WORDS	United States of America	75/983409	2889447	28 Sep 2004	38, 41	Registered
EMI Christian Music Group Inc.	WWJD AND HAND EYE EAR AND LIPS DEVICE	United States of America	75328374	2594506	16 Jul 2002	9,16	Registered

TM Administrator - END OF REPORT

IPPO WebTMS: printed 24 Jan 2008 15:56

Additional Trademark by EMI Christian Music Group Inc.

Trademark	Country	Registration No.	Expiry	Status
REVIVAL GENERATION	USA	2,451,345	May 15, 2008	Registered