TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Warner Music Inc.		05/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	Sixth Street and Marquette Avenue, MAC N9311-110
Internal Address:	Attn: Corporate Trust Services
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2795070	INSTAVID
Registration Number:	3116342	THE BIZ

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1020
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/

OP $65.00 2795070

Date:	05/28/2009

Total Attachments: 17
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), dated as of May 28, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Wells Fargo Bank, National Association, as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, WMG Acquisition Corp., a Delaware corporation, has entered into an Security Agreement, dated as of May 28, 2009, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks (as defined below) of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security*. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, owned by the Grantor, (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all registrations and applications for registration for any Trademark, together with all extensions and renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 2. *No Transfer of Grantor's Rights*. Except to the extent expressly permitted in the Secured Agreements, as applicable, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

SECTION 3. *Security for Secured Obligations*. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. *Recordation*. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government office record this Trademark Security Agreement.

SECTION 5. *Execution in Counterparts*. This Trademark Security 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 agreement.

SECTION 6. *Grants, Rights and Remedies*. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The Security Agreement (and all, rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 7. *Governing Law*. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed as of the date first above written.

WMG ACQUISITION CORP.

By: _____
Name: Paul Robinson
Title: Executive Vice President

WMG HOLDINGS CORP.

By: _____
Name: Paul Robinson
Title: Executive Vice President

Address for Notices:
c/o Warner Music Group Inc.
75 Rockefeller Plaza
New York, New York 10019
Attention: Paul Robinson
Telephone: (212) 275-2143
Facsimile: (212) 275-3601

TRADEMARK
REEL: 003995 FRAME: 0872

SUBSIDIARY GUARANTORS:

A. P. SCHMIDT CO.
ALTERNATIVE DISTRIBUTION ALLIANCE
ASYLUM RECORDS LLC
ATLANTIC/143 L.L.C.
ATLANTIC MOBILE LLC
ATLANTIC/MR VENTURES INC.
ATLANTIC PRODUCTIONS, LLC
ATLANTIC RECORDING CORPORATION
ATLANTIC SCREAM LLC
BB INVESTMENTS LLC
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
BULLDOG ENTERTAINMENT GROUP LLC
BULLDOG ISLAND EVENTS LLC
BUTE SOUND LLC
CAFE AMERICANA INC.
CHAPPELL & INTERSONG MUSIC GROUP (AUSTRALIA) LIMITED
CHAPPELL AND INTERSONG MUSIC GROUP (GERMANY) INC.
CHAPPELL MUSIC COMPANY, INC.
CHORUS, LLC
CORDLESS RECORDINGS LLC
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
EAST WEST RECORDS LLC
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON VENTURES INC.
ELEKTRA ENTERTAINMENT GROUP INC.
ELEKTRA GROUP VENTURES INC.
EN ACQUISITION CORP.
FBR INVESTMENTS LLC
FHK, INC.
FIDDLEBACK MUSIC PUBLISHING COMPANY, INC.
FOSTER FREES MUSIC, INC.
FOZ MAN MUSIC LLC
INSIDE JOB, INC.
INSOUND ACQUISITION INC.
INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LAVA RECORDS LLC
LAVA TRADEMARK HOLDING COMPANY LLC
LEM AMERICA, INC.

LONDON-SIRE RECORDS INC.
MADE OF STONE LLC
MAVERICK PARTNER INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT INC.
NC HUNGARY HOLDINGS INC.
NEW CHAPPELL INC.
NONESUCH RECORDS INC.
NON-STOP MUSIC HOLDINGS, INC.
NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PENALTY RECORDS, L.L.C.
PEPAMAR MUSIC CORP.
PERFECT GAME RECORDING COMPANY LLC
REP SALES, INC.
RESTLESS ACQUISITION CORP.
REVELATION MUSIC PUBLISHING CORPORATION
RHINO ENTERTAINMENT COMPANY
RHINO/FSE HOLDINGS, LLC
RHINO NAME & LIKENESS HOLDINGS, LLC
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RODRA MUSIC, INC.
RYKO CORPORATION
RYKODISC, INC.
RYKOMUSIC, INC.
SEA CHIME MUSIC, INC.
SR/MDM VENTURE INC.
SUPER HYPE PUBLISHING, INC.
T-BOY MUSIC, L.L.C.
T-GIRL MUSIC, L.L.C.
THE BIZ LLC
THE RHYTHM METHOD INC.
TOMMY BOY MUSIC, INC.
TOMMY VALANDO PUBLISHING GROUP, INC.
TW MUSIC HOLDINGS INC.
UNICHAPPELL MUSIC INC.
UPPED.COM LLC
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC INC.
WARNER BRETHREN INC.
WARNER BROS. MUSIC INTERNATIONAL INC.
WARNER BROS. RECORDS INC.
WARNER/CHAPPELL MUSIC, INC.
WARNER/CHAPPELL MUSIC (SERVICES), INC.
WARNER/CHAPPELL PRODUCTION MUSIC, INC.

WARNER CUSTOM MUSIC CORP.
WARNER DOMAIN MUSIC INC.
WARNER-ELEKTRA-ATLANTIC CORPORATION
WARNER MUSIC DISCOVERY INC.
WARNER MUSIC DISTRIBUTION INC.
WARNER MUSIC INC.
WARNER MUSIC LATINA INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER MUSIC INC.
WARNERSONGS, INC.
WARNER SPECIAL PRODUCTS INC.
WARNER STRATEGIC MARKETING INC.
WARNER-TAMERLANE PUBLISHING CORP.
WARPRISE MUSIC INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD MUSIC, INC.
W.B.M. MUSIC CORP.
WBR MANAGEMENT SERVICES INC.
WBR/QRI VENTURE, INC.
WBR/RUFFNATION VENTURES, INC.
WBR/SIRE VENTURES INC.
WE ARE MUSICA INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA LATINA MUSICA INC.
WEA MANAGEMENT SERVICES INC.
WIDE MUSIC, INC.
WMG MANAGEMENT SERVICES INC.
WMG TRADEMARK HOLDING COMPANY LLC

All by: _____
Name: Paul Robinson
Title: Vice President

FUELED BY RAMEN LLC

By: FBR INVESTMENTS LLC, as Sole Member

By: _____
Name: Paul Robinson
Title: Executive Vice President

MAVERICK RECORDING COMPANY

By: SR/MDM VENTURE INC., as Managing Partner

By: _____
Name: Paul Robinson
Title: Vice President

NON-STOP CATACLYSMIC MUSIC, LLC
NON-STOP INTERNATIONAL PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC

By: NON-STOP MUSIC PUBLISHING, LLC, as Sole Member

By: NON-STOP MUSIC HOLDINGS, INC., as as Sole Member

By: _____
Name: Paul Robinson
Title: Vice President

TRADEMARK
REEL: 003995 FRAME: 0876

NON-STOP MUSIC LIBRARY, L.C.
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP PRODUCTIONS, LLC

By: NON-STOP MUSIC HOLDINGS, INC., as Sole Member

By: _____
Name: Paul Robinson
Title: Vice President

[Signature Page – Trademark Security Agreement]

Address for Notices:
c/o Warner Music Group Inc.
75 Rockefeller Plaza
New York, New York 10019
Attention: Paul Robinson
Telephone: (212) 275-2143
Facsimile: (212) 275-3601

Schedule 1
to Trademark Security Agreement

Schedule 1
to Trademark Security Agreement

OWNER	Country	Trademark	Class	Registration No:	Application	Reg. Date:	Next Renewal:	Status
Bulldog Entertainment Group LLC	United States of America	(SOCIAL)	41		77/312,467			
WARNER BROS. RECORDS INC.	United States of America	:R LOGO	09	1,250,980	73/213,454	13-Sep-1983	13-Sep-2013	Registered
Elektra Entertainment Group	United States of America	A DESIGN (ASYLUM) REVISED	9	1,330,698	73/484,607	16-Apr-1985	16-Apr-2005	Registered
ATLANTIC RECORDING CORP.	United States of America	A VISION ENTERTAINMENT	09	1,661,529	74/094,107	22-Oct-1991	22-Oct-2011	Registered
ATLANTIC RECORDING CORP.	United States of America	A VISION WITH SPIRAL DESIGN	09	1,654,813	74/094,075	27-Aug-1991	27-Aug-2011	Registered
Asylum Records LLC	United States of America	ADDICTED TO	9,38,41		77/125,406			
ELEKTRA ENTERTAINMENT	United States of America	ASYLUM	09	1,016,112	72/420,297	15-Jul-1975	15-Jul-2005	Registered
ELEKTRA ENTERTAINMENT	United States of America	ASYLUM & A DESIGN	09	1,095,762	73/054,076	11-Jul-1978	11-Jul-2008	Registered
ELEKTRA ENTERTAINMENT	United States of America	ASYLUM & A DESIGN (REVISED)	09	1,330,697	73/484,606	16-Apr-1985	16-Apr-2005	Registered
ATLANTIC RECORDING CORP.	United States of America	ATCO	09	0,749,139	72/147686	07-May-1963	07-May-2013	Registered
ATLANTIC RECORDING CORP.	United States of America	ATCO & DEVICE	09	1,742,951	74/274,643	29-Dec-1992	29-Dec-2012	Registered
ATLANTIC RECORDING CORP.	United States of America	ATLANTIC	09	1,535,113	73/747,919	18-Apr-1989	18-Apr-2009	Registered
ATLANTIC RECORDING CORP.	United States of America	ATLANTIC & A DESIGN	09	1,116,322	73/110,680	10-Apr-1979	10-Apr-1999	Registered
WARNER SPECIAL PRODUCTS INC.	United States of America	BABY BOOMER CLASSICS & DESIGN	09	1,552,554	73/669,194	22-Aug-1989	22-Aug-2009	Registered
Atlantic Recording Corporation	United States of America	BEYONDTHEPIT	9,38,41	3,327,589	78/850,420	30-Oct-2007		Registered
BIG BEAT RECORDS, INC.	United States of America	BIG BEAT	09	1,662,343	74/121,906	29-Oct-1991	29-Oct-2011	Registered
Big Beat Records Inc.	United States of America	BIG BEAT	9	3,126,785	78/704,583	08-Aug-2006		Registered

TRADEMARK
REEL: 003995 FRAME: 0880

OWNER	Country	Trademark	Class	Registration No:	Application	Reg. Date:	Next Renewal:	Status
Warner Music Inc.	United States of America	BORN READY	41		77/313,600			
Rykodisc, Inc.	United States of America	CD Case Design (Transparent Green)	9	1,837,746	74/331,497	31-May-1994		Registered
Warner Music Inc.	United States of America	CLASSIC ROCK PINBALL	9,41		78/903,867			
Warner-Elektra-Atlantic Corporation	United States of America	CORDLESS	9,41	3,522,757	78/980,529	28-Oct-2008		Registered
Non-Stop Music Library, LLC	United States of America	CUEGLE Stylized	9,35,42	3,306,653	78/742,753	09-Oct-2007		Registered
Atlantic Recording Corporation	United States of America	DIGITALARENA	41	2,263,372	75/098,972	20-Jul-1999	20-Jul-2009	Registered
LONDON-SIRE RECORDS	United States of America	DISCOVERY & DESIGN	09	1,832,631	74/342,644	26-Apr-1994	26-Apr-2004	Registered
WMG TRADEMARK HOLDING COMPANY	United States of America	DUALDISC & DESIGN	09	3,185,449	78/316,436			Registered
WMG TRADEMARK HOLDING COMPANY	United States of America	DUALDISC LOGO WITH COLOR	09	3,058,167	78/316,306			Registered
WEA INTERNATIONAL INC.	United States of America	EASTWEST & EW LOGO	09	1,795,621	74/061,192	28-Sep-1993	28-Sep-2013	Registered
ELEKTRA ENTERTAINMENT	United States of America	ELEKTRA	09	1,633,872	74/048,852	05-Feb-1991	05-Feb-2011	Registered
ELEKTRA ENTERTAINMENT	United States of America	ELEKTRA & E DESIGN (REVISED)	09	1,324,186	73/450,320	12-Mar-1985	12-Mar-2005	Registered
ELEKTRA ENTERTAINMENT	United States of America	ELEKTRA & E DESIGN (REVISED)	09	1,328,138	73/450,319	02-Apr-1985	02-Apr-2005	Registered
ELEKTRA ENTERTAINMENT	United States of America	ELEKTRA & EE LOGO	09	1,623,393	73/830,751	20-Nov-1990	20-Nov-2010	Registered
ELEKTRA ENTERTAINMENT	United States of America	ELEKTRA & GUITAR PLAYER DESIGN	09, 16	0,709,958	72/090,833	17-Jan-1961	17-Jan-2011	Registered
ELEKTRA ENTERTAINMENT	United States of America	ELEKTRA/NONESUCH LOGO	09	1,492,989	73/692,676	21-Jun-1988	21-Jun-2008	Registered
EN Acquisition Corp. (Rykodisc)	United States of America	EMPEROR NORTON RECORDS (Words)	35	3,105,438	76/280,243	20-Jun-2006		Registered
Alternative Distribution Alliance	United States of America	FAMILY JEWELS	9	2,297,878	75/539,684	07-Dec-1999		Registered

OWNER	Country	Trademark	Class	Registration No:	Application	Reg. Date:	Next Renewal:	Status
Atlantic Recording Corporation	United States of America	FANBASE	9	3,615,830	77/583,191	05-May-2009		Registered
Warner Music Inc.	United States of America	FERVENT RECORDS	9	2,732,893	76/229,889	01-Jul-2003		Registered
RHINO ENTERTAINMENT	United States of America	FLASHBACK	09	2,771,899	75/187,396	07-Oct-2003	07-Oct-2013	Registered
Atlantic Recording Corporation	United States of America	F-STOP	9,41		77/529,156			
WARNER BROS. RECORDS INC.	United States of America	GIANT	09	1,706,315	74/037,873	11-Aug-1992	11-Aug-2012	Registered
WARNER BROS. RECORDS INC.	United States of America	GIANT & DESIGN	09	2,283,035	75/511,128	05-Oct-1999	05-Oct-2009	Registered
RHINO ENTERTAINMENT	United States of America	GOLDEN THROATS	09	2,287,060	75/374,242	19-Oct-1999	19-Oct-2009	Registered
Rykodisc, Inc.	United States of America	HANNIBAL (Word)	9	1,959,494	74/281,225	05-Mar-1996		Registered
Rykodisc, Inc.	United States of America	HANNIBAL RECORDS & Device	9	1,963,617	74/281,224	26-Mar-1996		Registered
Rykodisc, Inc.	United States of America	HIFI & Design	9	2,244,112	75/090,572	11-May-1999		Registered
Warner Music Inc.	United States of America	I-LINER	9,41		78/758,687			
Insound Acquisition, Inc.	United States of America	INSOUND	35	3,398,057	77/231,165	18-Mar-2008		Registered
WARNER MUSIC GROUP	United States of America	INSTAVID	41	2,795,070	75/392,627			Registered
Warner Bros. Records Inc.	United States of America	JG DESIGN	6,18,21, 25	3,399,356	78/351,110	18-Mar-2008		Registered
Warner Bros. Records Inc.	United States of America	JG DESIGN	9,16,41	3,412,609	78/351,114	15-Apr-2008		Registered
Rhino Entertainment Company	United States of America	KID RHINO	9	3,157,928	78/748,488	17-Oct-2006		Registered
Rhino Entertainment Company	United States of America	KID RHINO	9	3,437,902	78/748,392	27-May-2008		Registered
LAVA TM HOLDING CO. LLC.	United States of America	LAVA	09	2,084,441	74/652,171	29-Jul-1997	29-Jul-2007	Registered

TRADEMARK
REEL: 003995 FRAME: 0882

OWNER	Country	Trademark	Class	Registration No:	Application	Reg. Date:	Next Renewal:	Status
Atlantic Recording Corporation	United States of America	MESA	9	1,643,445	74/051,689	07-May-1991		Registered
Atlantic Recording Corporation	United States of America	MESA	9	2,233,276	75/247,691	23-May-1999		Registered
RHINO ENTERTAINMENT	United States of America	MUSIC FOR THE KID IN US ALL!	09	2,230,315	75/374,243	09-Mar-1999	09-Mar-2009	Registered
Nonesuch Records Inc.	United States of America	N NONESUCH (Stylized)	9	3,313,537	78/535,015	16-Oct-2007		Registered
Non-Stop Productions, Inc.	United States of America	NON STOP and Musical Clef Design	35,41	3,594,890	77/607,924	24-Mar-2009		Registered
NONESUCH RECORDS, INC.	United States of America	NONESUCH	09	1,666,567	74/134,367	03-Dec-1991	03-Dec-2011	Registered
Warner-Elektra-Atlantic Corporation	United States of America	PLATINUM PLUS CERTIFIED	9	2,327,171	75/379,958	07-Mar-2000		Registered
Warner-Elektra-Atlantic Corporation	United States of America	PLATINUM PLUS CERTIFIED & DEVICE	9	2,358,136	75/379,957	13-Jun-2000		Registered
WARNER BROS. RECORDS INC.	United States of America	REPRISE	09	1,175,896	73/213,460	03-Nov-1981	03-Nov-1991	Registered
Warner Bros. Records Inc.	United States of America	REPRISE & :R LOGO	9	1,734,455	74/134577	24-Nov-1992		Registered
Restless Acquisition Corp. (Rykodisc)	United States of America	RESTLESS BRAND & Design	9	2,311,746	75/622,618	25-Jan-2000		Registered
Restless Acquisition Corp. (Rykodisc)	United States of America	RESTLESS RECORDS (Words)	9	1,446,189	73/632,789	07-Jul-1987		Registered
WARNER BROS. RECORDS INC.	United States of America	REVOLUTION	09	1,893,542	74/221,882	09-May-1995	09-May-2005	Registered
Rhino Entertainment Company	United States of America	RHINO	9	1,967,102	74/693,974	09-Apr-1996		Registered
RHINO ENTERTAINMENT	United States of America	RHINO	41	2,240,911	74/693,972	20-Apr-1999	20-Apr-2009	Registered
RHINO ENTERTAINMENT	United States of America	RHINO & DESIGN	09	1,967,101	74/693,973	09-Apr-1996	09-Apr-2006	Registered
RHINO ENTERTAINMENT	United States of America	RHINO & DESIGN	16	1,971,491	74/694,022	30-Apr-1996	30-Apr-2006	Registered
Rhino Entertainment Company	United States of America	RHINO & DESIGN	9,35,38,41	3,435,762	77/305,850	27-May-2008		Registered

TRADEMARK
REEL: 003995 FRAME: 0883

OWNER	Country	Trademark	Class	Registration No:	Application	Reg. Date:	Next Renewal:	Status
RHINO ENTERTAINMENT	United States of America	RHINO MOVIE MUSIC & DESIGN	41	2,251,303	75/456,964	08-Jun-1999	08-Jun-2009	Registered
RHINO ENTERTAINMENT	United States of America	RHINO WORD BEAT & DESIGN	09	1,695,833	74/112,606	23-Jun-1992	23-Jun-2012	Registered
Warner Music Inc.	United States of America	RING IT LOUD	9,41		78/883,304			
Warner Music Inc.	United States of America	ROCK & ROLL PINBALL	9,41		78/903,905			
Rykodisc, Inc.	United States of America	RYKO & Design	9	1,521,609	73/691,979	24-Jan-1989		Registered
Rykodisc, Inc.	United States of America	RYKO & Design	9	1,700,253	74/108,456	14-Jul-1992		Registered
Rykodisc, Inc.	United States of America	RYKO (Word)	9	1,711,260	74/108,461	01-Sep-1992		Registered
Rykodisc, Inc.	United States of America	RYKODISC (Word)	9	1,521,608	73/691,978	24-Jan-1989		Registered
Rykodisc, Inc.	United States of America	RYKODISC (Word)	9	1,740,989	74/208,995	22-Dec-1992		Registered
WBR/SIRE VENTURES INC.	United States of America	SIRE & S DESIGN	09	1,803,119	74/298,917	09-Nov-1993	09-Nov-2003	Registered
WEA International Inc.	United States of America	SONGS YOU KNOW	9,41	3,404,179	77/045,954	01-Apr-2008		Registered
Insound Acquisition, Inc.	United States of America	SOUNDSCREEN	35,42		77/612,226			
Warner Bros. Records Inc.	United States of America	STUDIOTRACKS	9	1,713,305	74/223,665	08-Sep-1992		Registered
Warner Music Inc.	United States of America	THE BIZ	41	3,116,342	78/548,101	08-Jul-2006		Registered
Rhino Entertainment Company	United States of America	THE FAMILY DOG PRESENTS and Design	41	2,103,017	75/136,977	07-Oct-1997		Registered
RHINO ENTERTAINMENT	United States of America	THE MONKEES	16	0,847,385	72/241,935	09-Apr-1968	09-Apr-2008	Registered
RHINO ENTERTAINMENT	United States of America	THE MONKEES	41	0,848,385	72/259,379	30-Apr-1968	30-Apr-2008	Registered
Rhino Entertainment Company	United States of America	THE MONKEES	9	3,453,505	77/322,730	24-Jun-2008		Registered

TRADEMARK
REEL: 003995 FRAME: 0884

OWNER	Country	Trademark	Class	Registration No:	Application	Reg. Date:	Next Renewal:	Status
Warner Music Inc.	United States of America	UPPED	35,38, 41		77/502,174			
Atlantic Recording Corporation	United States of America	VIVA LA ROCK	35	3,414,342	77/246,800	22-Apr-2008		Registered
WARNER BROS. RECORDS INC.	United States of America	WA DESIGN	09	1,713,160	74/129,726	08-Sep-1992	08-Sep-2012	Registered
Warner Music Latina Inc.	United States of America	WAPPO	35		77/409,624			
WARNER BROS. RECORDS INC.	United States of America	WARNER ALLIANCE	09	1,713,161	74/129,727	08-Sep-1992	08-Sep-2012	Registered
WARNER/CHAPPELL MUSIC, INC.	United States of America	WARNER CHAPPELL	16	1,985,376	74/674,144	09-Jul-1996	09-Jul-2006	Registered
WEA INTERNATIONAL INC.	United States of America	WEA LOGO	09	1,301,320	73/408,557	23-Oct-1984	23-Oct-2004	Registered
Warner Music Latina Inc.	United States of America	WEACARIBE (Special Form)	9	2,215,204	75/228,592	29-Dec-1998		Registered