

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WMG Acquisition Corp., et al.		02/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	Sixth Street and Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77850872	ILG	
Serial Number:	77819100	SOUND SCREEN DESIGN	
Serial Number:	77612226	SOUNDSCREEN DESIGN	
Serial Number:	77850814	TURNT-UP	
Registration Number:	3680230	MVI MUSIC VIDEO INTERACTIVE	
Registration Number:	3690112	WAPPO	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	David Mitnick, Esq., Amster, Rothstein		
Address Line 1:	90 Park Avenue		
Address Line 2:	23rd Floor		
Address Line 4:	New York, NEW YORK 10016		

CH \$165.00 77850872

ATTORNEY DOCKET NUMBER:	94548/1
NAME OF SUBMITTER:	David Mitnick
Signature:	/David Mitnick/
Date:	03/04/2010
Total Attachments: 9 source=WMG_Trademark_Security_Agreement_02232010#page1.tif source=WMG_Trademark_Security_Agreement_02232010#page2.tif source=WMG_Trademark_Security_Agreement_02232010#page3.tif source=WMG_Trademark_Security_Agreement_02232010#page4.tif source=WMG_Trademark_Security_Agreement_02232010#page5.tif source=WMG_Trademark_Security_Agreement_02232010#page6.tif source=WMG_Trademark_Security_Agreement_02232010#page7.tif source=WMG_Trademark_Security_Agreement_02232010#page8.tif source=WMG_Trademark_Security_Agreement_02232010#page9.tif	

**QUARTERLY SUPPLEMENT TO THE TRADEMARK
SECURITY AGREEMENT**

This QUARTERLY SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT dated as of February 13, 2010 (the "Supplement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Wells Fargo Bank, N.A., 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 a 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"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors have entered into the Trademark Security Agreement dated as of May 28, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute the Supplement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

WHEREAS, the Grantors have acquired new Trademarks since the date of the most recent supplement to the Security Agreement and such Trademarks are included on Supplemental Schedule 1 attached hereto; and

WHEREAS, Section 2.09(e) of the Security Agreement requires each Grantor to provide the Collateral Agent on a fiscal quarterly or yearly basis (as applicable) an appropriate Intellectual Property Security Agreement with respect to all Material Recordable Intellectual Property which is acquired and not covered by any previous Intellectual Property Security Agreement.

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 all of the Trademarks referred to in Supplemental Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks.

SECTION 2. *No Transfer of Grantor's Rights.* Except to the extent expressly permitted in the Security Agreement, 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 Trademarks.

SECTION 3. *Security for Secured Obligations.* This Supplement secures, in the case of each Grantor, the payment of all Secured Obligations of such Grantor now or hereafter existing, 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 Supplement.

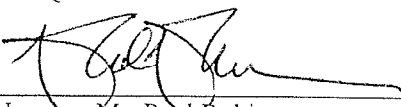
SECTION 5. *Execution in Counterparts.* This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. *Grants, Rights and Remedies.* This Supplement 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 Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

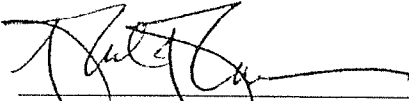
IN WITNESS WHEREOF, each Grantor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WMG ACQUISITION CORP.

By: 
Name: Mr. 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

WMG HOLDINGS CORP.

By: 
Name: Mr. 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

Signature Page

Other Grantors:

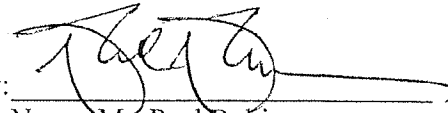
A.P. Schmidt Company
Atlantic Recording Corporation
ATLANTIC/143 LLC
ATLANTIC MOBILE LLC
ATLANTIC/MR VENTURES INC.
ATLANTIC PRODUCTIONS LLC
ATLANTIC SCREAM LLC
ALTERNATIVE DISTRIBUTION ALLIANCE
ASYLUM RECORDS LLC (F/K/A WEA URBAN
LLC)
BB INVESTMENTS LLC
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
BULLDOG 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 (F/K/A NETWORK LICENSING
COLLECTION 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
FUELED BY RAMEN LLC
INSIDE JOB, INC.

INSOUND ACQUISITION INC. (F/K/A
ATLANTIC/MR II 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 (F/K/A GRIFFEN
CORP.)
MAVERICK RECORDING COMPANY
MAVERICK PARTNER INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT INC. (F/K/A WARNER
MUSIC BLUESKY HOLDING INC.)
NC HUNGARY HOLDINGS INC.
NEW CHAPPELL INC.
NONESUCH RECORDS INC.
NON-STOP CATAclySMIC, LLC
NON-STOP INTERNATIONAL PUBLISHING,
LLC
NON-STOP MUSIC HOLDINGS INC.
NON-STOP MUSIC LIBRARY, LC
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC
NON-STOP PRODUCTIONS, LLC
NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PENALTY RECORDS LLC
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 AND 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.
SUMMY-BIRCHARD, INC.
SUPER HYPE PUBLISHING, INC.
T-BOY MUSIC LLC
T-GIRL MUSIC LLC
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 (F/K/A BIG TREE
RECORDING CORPORATION)
WALDEN MUSIC, INC.
WARNER ALLIANCE MUSIC INC.
WARNER BRETHERN INC.
WARNER BROS. MUSIC INTERNATIONAL
INC.
WARNER BROS. RECORDS INC.
WARNER/CHAPPELL MUSIC (SERVICES),
INC.
WARNER/CHAPPELL MUSIC, INC.
WARNER/CHAPPELL PRODUCTION MUSIC
INC (F/K/A TRI-CHAPPELL MUSIC
INC.)
WARNER CUSTOM MUSIC CORP.
WARNER DOMAIN MUSIC INC.
WARNER-ELEKTRA-ATLANTIC
CORPORATION
WARNER MUSIC DISCOVERY INC.
WARNER MUSIC DISTRIBUTION 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.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA LATINA MUSICA INC.
WEA MANAGEMENT SERVICES INC.
WE ARE MUSICA INC.
WIDE MUSIC, INC.
WMG ACQUISITION CORP.
WMG HOLDINGS CORP.
WMG MANAGEMENT SERVICES INC.
WMG TRADEMARK HOLDING COMPANY
LLC

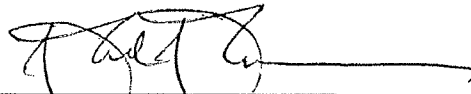
All By: _____



Name: Mr. Paul Robinson
Title: Vice President

WARNER MUSIC INC. (f/k/a Warner
Music Group Inc.)

By: _____



Name: Mr. Paul Robinson
Title: Executive Vice President

**Supplemental Schedule 1
to Trademark Security Agreement**

449077.1

**TRADEMARK
REEL: 004160 FRAME: 0949**

Trademark Schedule - Supplemental Schedule I
1/15/2010

Mark	Owner	App/Reg No.	Status
ILG	East West Records LLC	77/850,872	Pending (In Use)
MVI MUSIC VIDEO INTERACTIVE and DESIGN	Warner-Elektra-Atlantic Corporation	3,680,230	Registered
SOUNDSCREEN DESIGN	Insound Acquisition, Inc.	77/819,100	Pending (In Use)
SOUNDSCREEN DESIGN	Insound Acquisition, Inc.	77/612,226	Pending (In Use)
TURNT-UP	Asylum Records LLC	77/850,814	Pending (In Use)
WAPPO	Warner Music Latina Inc.	3,690,112	Registered

SMARRA 26606-1

449079.3