

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
EMI Entertainment World, Inc.		03/04/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., London Branch		
Street Address:	Citigroup Centre, Canada Square		
Internal Address:	Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5LB		
Entity Type:	National Association: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77358555	WHERE SONGS LIVE	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.225.2772		
Email:	psen@cgsh.com		
Correspondent Name:	Pia Sen, CGSH LLP		
Address Line 1:	1 Liberty Plaza		
Address Line 2:	Floor 37 N		
Address Line 4:	New York, NEW YORK 10006		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 77358555

900156649

**TRADEMARK
 REEL: 004164 FRAME: 0036**

Address Line 4:

NAME OF SUBMITTER:

Pia Sen

Signature:

/Pia Sen/

Date:

03/09/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT
(for EMI Entertainment World, Inc.)

THIS TRADEMARK SECURITY AGREEMENT made as of this 4th day of March 2010 (the "Agreement")

By and among:

The Grantor (as defined herein)
-and-
the Security Agent (as defined herein)

WHEREAS, in accordance with the **AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT** originally dated September 17, 2007 and amended and restated on January 28, 2008 (as further amended from time to time, the "**Pledge and Security Agreement**"), between, among others, EMI Entertainment World, 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.

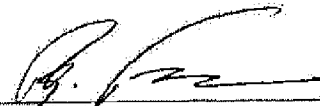
NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows.

- 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 every Obligor, 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 the 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 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.

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

EMI ENTERTAINMENT WORLD, INC.

By 
Name:
Title:

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

By 
Name: Peter Larsen
Title: Vice President

SCHEDULE I
TRADEMARKS

Trademark Owner	Trademark	Application No.	Registration No.	Registration Date	Classes	Status
EMI Entertainment World, Inc.	WHERE SONGS LIVE	77358555	N/A	N/A	9, 16, 38, 41	Pending