

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capitol Records, LLC		08/11/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., London Branch		
<b>Street Address:</b>	Citigroup Centre, Canada Square; Canary Wharf		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5LB		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85009902	BELLARIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)225-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2122252418		
<b>Email:</b>	atalsma@cgsh.com		
<b>Correspondent Name:</b>	Cleary Gottlieb Steen & Hamilton LLP		
<b>Address Line 1:</b>	1 Liberty Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10006		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

**OP \$40.00 85009902**

**TRADEMARK**

**900173706**

**REEL: 004294 FRAME: 0481**

NAME OF SUBMITTER:	Alexander Talsma
Signature:	/AJT/
Date:	10/12/2010
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**TRADEMARK SECURITY AGREEMENT  
(for Capitol Records, LLC)**

**THIS TRADEMARK SECURITY AGREEMENT** made as of this 11th day of August, 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, Capitol Records, LLC (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:

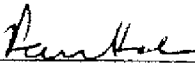
- A. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement.
- B. As security for the prompt and complete payment or performance in full when due of the Secured Obligations with respect to every Grantor, 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 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.

**CAPITOL RECORDS, LLC,**  
as Grantor

By:   
Name:  
Title:

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

By:   
Name:  
Title: Peter Larsen  
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - CAPITOL RECORDS LLC]

**TRADEMARK**  
**REEL: 004294 FRAME: 0485**

SCHEDULE I  
TRADEMARKS

<u>Trademark Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Status</u>
Capitol Records LLC	BELLARIA	85009902	N/A	N/A	9,16,25,41	Pending

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