

**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>
WMG Acquisition Corp.		05/19/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	Sixth Street and Marquette Avenue		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55479		
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3898916	615 MUSIC	
<b>Registration Number:</b>	3898917	615 MUSIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-336-8109		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Amster, Rothstein & Ebenstein LLP		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	94548/1		
<b>NAME OF SUBMITTER:</b>	Jessica Rasmussen		
<b>Signature:</b>	/Jessica Rasmussen/		

CH \$65.00 3898916

Date:

05/19/2011

**Total Attachments: 9**

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**QUARTERLY SUPPLEMENT TO THE TRADEMARK  
SECURITY AGREEMENT**

This QUARTERLY SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT dated as of May 19, 2011 (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*

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**TRADEMARK**  
**REEL: 004544 FRAME: 0782**

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

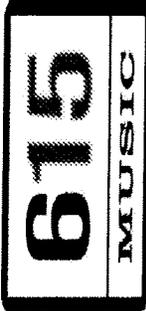
**Supplemental Schedule 1  
to Trademark Security Agreement**

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**TRADEMARK  
REEL: 004544 FRAME: 0787**

Trademark Security Agreement

5/1/11 Update

Mark	Owner	Application/ Registration No.	Old Status/[Notes]	New Status
615 MUSIC	Warner/Chappell Production Music, Inc.	Reg. 3898916	[Newly-acquired]	Registered
615 MUSIC (and design) 	Warner/Chappell Production Music, Inc.	Reg. 3898917	[Newly-acquired]	Registered
SONG STREET RECORDS	Warner/Chappell Production Music, Inc.	Appl. 77920179 <u>Intent-to-Use</u>	[Newly-acquired]	Pending-Allowed
SONG STREET RECORDS (and design) 	Warner/Chappell Production Music, Inc.	Appl. 77931044 <u>Intent-to-Use</u>	[Newly-acquired]	Pending-Allowed

5/17/2011

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