

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., LONDON BRANCH		12/14/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	EMI ENTERTAINMENT WORLD, INC.		
Street Address:	75 Ninth Avenue 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77358555	WHERE SONGS LIVE	
CORRESPONDENCE DATA			
Fax Number:	(212)798-6902		
Phone:	212-326-0831		
Email:	mshine@pryorcashman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square		
Address Line 2:	c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	13832.07		
NAME OF SUBMITTER:	Teresa Lee		
Signature:	/tle/		

CH \$40.00 77358555

Date:

01/13/2012

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (this “**Release**”) is granted on this 14th day of December, 2011, by Citibank, N.A. London Branch (“**Citibank**”), as Security Agent for the Secured Parties under the security agreements referenced below, in favor of EMI Entertainment World Inc., (“**Grantor**”), with respect to the Trademarks (as defined in the Amended and Restated Pledge and Security Agreement), including, without limitation, the Listed Trademarks (as defined below).

W I T N E S S E T H :

WHEREAS, on January 28, 2008, Grantor and Citibank entered into the Amended and Restated Pledge and Security Agreement whereby Grantor agreed to grant Citibank a continuing security interest in, among other things, the Trademarks;

WHEREAS, on March 4, 2010, Citibank, as Security Agent, and Grantor entered into the Trademark Security Agreement (EMI Entertainment World, Inc.)(the “**Trademark Security Agreement**”), which was recorded with the U.S. Patent and Trademark Office on March 9, 2010, at Reel/Frame 4164/0036;

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement and the Trademark Security Agreement (collectively the “**Security Agreements**”), Citibank received security interests in all of Grantor’s right, title and interest in the Trademarks, including, without limitation, those trademark registrations and applications for trademark registrations set forth on Schedule A hereto (the “**Listed Trademarks**”); and

WHEREAS, Citibank desires to release any and all security interests, and any other lien, it has in the Trademarks, including, without limitation, the Listed Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:


1. Citibank hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges each security interest in the Trademarks, including, without limitation, the Listed Trademarks, that was granted to Citibank under the Security Agreements.
2. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Listed Trademarks. Citibank agrees to reasonably cooperate to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.
3. Citibank hereby represents and warrants that it has full authority to execute and deliver this Release. Grantor hereby represents and warrants that it has full authority to execute and deliver this Release.

4. This Release shall be governed by and construed in accordance with the law of the State of New York.
5. This Release shall be binding upon Citibank's representatives, successors, assigns and transferees.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

CITIBANK, N.A. LONDON BRANCH

By 
Name: PETER LARSEN
Title: VICE PRESIDENT
Date: 14 December 2011

EMI ENTERTAINMENT WORLD, INC.

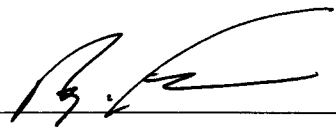
By _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

CITIBANK, N.A. LONDON BRANCH

By _____
Name: _____
Title: _____
Date: _____

EMI ENTERTAINMENT WORLD, INC.

By  _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

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, 20, 21, 25, 38, 41, 42, 45	Pending