

## 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
Reservoir Media Management, Inc.		04/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	304 Hudson Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85581232	RESERVOIR MEDIA MANAGEMENT	
Serial Number:	85581241	RESERVOIR MEDIA M A N A G E M E N T	
CORRESPONDENCE DATA			
Fax Number:	4153918269		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	1.415.659.4807		
Email:	sattestatova@reedsmith.com		
Correspondent Name:	Svetlana Attestatova		
Address Line 1:	101 Second Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-3659		
ATTORNEY DOCKET NUMBER:	RESERVOIR MEDIA MANAGEMEN		
NAME OF SUBMITTER:	Joanne J. Suk		
Signature:	/Joanne J. Suk/		

Date:

04/26/2012

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 13, 2012 is made between Reservoir Media Management, Inc., a Delaware corporation ("Grantor"), in favor of HSBC Bank USA, National Association, a national banking association (together with its successors, the "Bank"), with reference to the following:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 13, 2012, between Grantor and the Bank (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Bank has agreed to make Loans to Grantor subject to and in accordance with the terms and conditions of the Credit Agreement and the other Basic Documents; and

WHEREAS, the Bank is willing to make the Loans as provided for in the Credit Agreement, but only upon the conditions, among others, that (i) Grantor shall have executed and delivered to the Bank that certain Security Agreement, dated as of April 13, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and (ii) Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement to Bank;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor or any of its Subsidiaries under any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals or extensions thereof.

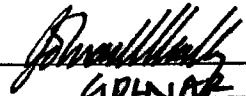
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to the Bank, that on the date hereof, Schedule I hereto is a complete and correct list of all Trademarks and Licensed Trademarks of Grantor or any of its Subsidiaries and of all licenses by which Grantor or any of its Subsidiaries licenses any of its Trademarks to any third party.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RESERVOIR MEDIA MANAGEMENT, INC.,  
a Delaware corporation

By:   
Name: GOLNAR KHOSROWSHAHI  
Title: PRESIDENT

*[Signature Page to Trademark Security Agreement]*

TRADEMARK  
REEL: 004765 FRAME: 0858

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

Description of Mark                      Serial Number                      Class                      Filing Date

None.

PENDING U.S. TRADEMARK APPLICATIONS

Description of Mark                      Serial Number                      Class                      Filing Date

NAME	Serial No.	Class	Filing Date
Reservoir Media Management, Inc.	85581232	International Class 041	03/27/2012
Reservoir Media Management & Design	85581241	International Class 041	03/27/2012

FOREIGN TRADEMARK REGISTRATIONS

Country                      Description of Mark                      Serial Number                      Class                      Filing Date

None.

PENDING FOREIGN TRADEMARK APPLICATIONS

Country                      Description of Mark                      Serial Number                      Class                      Filing Date

None.

TRADEMARK LICENSES

None.