

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the The Assignee's address was inadvertently entered wrong. previously recorded on Reel 004765 Frame 0854. Assignor(s) hereby confirms the Security Agreement.		
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:	601 Montgomery Street, Suite 1090		
Internal Address:	Attention: Tyler M. Foster		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
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:	415.543.8700		
Email:	ypham@reedsmith.com		
Correspondent Name:	Yvonne Pham		
Address Line 1:	Reed Smith LLP		
Address Line 2:	101 Second Street, Suite 1800		
Address Line 4:	San Francisco, CALIFORNIA 94105-3659		
ATTORNEY DOCKET NUMBER:	COR.ASSIGNMNTYVONNE PHAM		

TRADEMARK

NAME OF SUBMITTER:	Obed J. Aguilar
Signature:	/Obed J. Aguilar/
Date:	06/25/2012
Total Attachments: 6 source=NoticeofRecordationPrevFiled#page1.tif source=NoticeofRecordationPrevFiled#page2.tif source=ReservoirTrademarkSecurityAgreement#page1.tif source=ReservoirTrademarkSecurityAgreement#page2.tif source=ReservoirTrademarkSecurityAgreement#page3.tif source=ReservoirTrademarkSecurityAgreement#page4.tif	



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 30, 2012

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SVETLANA ATTESTATOVA
101 SECOND STREET
SAN FRANCISCO, CA 94105-3659

900221495

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/26/2012

REEL/FRAME: 4765/0854
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

DOCKET NUMBER: RESERVOIR MEDIA MANAGEMEN

ASSIGNOR:

RESERVOIR MEDIA MANAGEMENT, INC.

DOC DATE: 04/13/2012
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

HSBC BANK USA, NATIONAL ASSOCIATION

304 HUDSON STREET
NEW YORK, NEW YORK 10013

CITIZENSHIP: UNITED STATES
ENTITY: NATIONAL BANKING ASSOCIATION

SERIAL NUMBER: 85581232

REGISTRATION NUMBER:

MARK: RESERVOIR MEDIA MANAGEMENT

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/27/2012

REGISTRATION DATE:

SERIAL NUMBER: 85581241

REGISTRATION NUMBER:

MARK: RESERVOIR MEDIA M A N A G E M E N T

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

FILING DATE: 03/27/2012

REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

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.

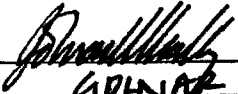
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the continuing 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]

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.