

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMI ENTERTAINMENT WORLD INC.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 WASHINGTON BOULEVARD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	SWISS BANKING CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2596323	THE JUKEBOX COLLECTION	
Registration Number:	2778283	THE MUSIC SPA	
Registration Number:	2120367		
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0220		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		

OP \$90.00 2596323

Date:

07/13/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated June 29, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of UBS AG, STAMFORD BRANCH., as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of June 29, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among MTL Publishing LLC, DH Publishing, L.P., acting by its General Partners, each Additional Borrower (as defined therein), the Lenders party thereto from time to time, the Administrative Agent and the other agents named therein, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Security Agreement dated June 29, 2012, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks registrations, together with all goodwill related thereto, set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security 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 agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

MTL Publishing LLC,
as a Grantor

By: Frank Crimmins
Name: Frank Crimmins
Title: Vice President and Treasurer

**EMI Music Publishing Group
North America Holdings Inc.,**
as a Grantor

By: Frank Crimmins
Name: Frank Crimmins
Title: Vice President and Treasurer

EMI Catalogue Partnership, acting by its general partner

EMI Entertainment World Inc.

By: Frank Crimmins
Name: Frank Crimmins
Title: Vice President and Treasurer

EMI Strong LLC, acting by its sole member

EMI Blackwood Music Inc.

By: Frank Crimmins
Name: Frank Crimmins
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004820 FRAME: 0762

1290 Music Inc.
1290 Songs Inc.
Bee Natural Music, Inc.
BEECHWOOD MUSIC CORPORATION
Blackwood Holdings Inc.
Cairo Management LLC
COLGEMS-EMI MUSIC INC.
COMBINE MUSIC CORP.
CRUVEN INC.
EMI Affiliated Catalog Inc.
EMI Al Gallico Music Corp.
EMI Algee Music Corp.
EMI April Music Inc.
EMI Belfast Music, Inc.
EMI Blackwood Music Inc.
EMI BMPC Corp.
EMI Brillig Music, Inc.
EMI Combine, Inc.
EMI Copyright Holdings Inc.
EMI Duce Music, Inc.
EMI Easy Listening Music Corp.
EMI Entertainment World Inc.
EMI Feist Catalog Inc.
EMI FUNDING CORP.
EMI GL Publications, Inc.
EMI Gold Horizon Music Corp.
EMI Golden Torch Music Corp.
EMI Group North America Inc.
EMI Grove Park Music, Inc.
EMI Hastings Catalog Inc.
EMI Intertrax Music Inc.
EMI Jemaxal Music Inc.
EMI Management Services Inc.
EMI Miller Catalog Inc.
EMI Mills International Sales Corp.
EMI Mills Music, Inc.
EMI Mogull, Inc.
EMI MP US, Inc.
EMI MSC Music, Inc.

Executing this Trademark Security Agreement
on behalf of each Grantor named above

By: Frank Crimmins

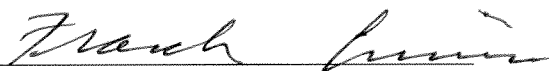
Name: Frank Crimmins

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

EMI Music Acquisitions, Inc.
EMI Music Holdings I, Inc.
EMI Music Publishing NA Holdings, Inc.
EMI New Coconuts Music, Inc.
EMI Norbud Music, Inc.
EMI NTM Holdings, Inc.
EMI PST Music, Inc.
EMI PUBLISHING HOLDINGS INC.
EMI Robbins Catalog Inc.
EMI RTF Music, Inc.
EMI Slithy Songs, Inc.
EMI Sosaha Music Inc.
EMI Top Twenty, Inc.
EMI TSM Music, Inc.
EMI U Catalog Inc.
EMI U.S.A. Holdings Inc.
EMI Unart Catalog Inc.
EMI Variety Catalog Inc.
EMI Vine Music, Inc.
EMI Consortium Music Publishing, Inc.
EMI Consortium Songs, Inc.
EMI Waterford Music, Inc.
EMI Worldtrax Music Inc.
ENTERTAINMENT WORLD MUSIC INC.
GLENWOOD MUSIC CORPORATION
Jobete Music Co., Inc.
Long Range Music, Inc.
MOCASSIN MUSIC INC.
MUSIC CITY MUSIC, INC.
Preference Music Inc.
Priority Music Inc.
RISING SONS MUSIC, INC.
SCREEN GEMS-EMI MUSIC INC.
Stone Diamond Music Corporation
US MP SPV LLC
WEB SITE OPERATIONS INC.
West End Music, Inc.
WINDRIVA MUSIC, INC.


Executing this Trademark Security Agreement
on behalf of each Grantor named above

By: 
Name: Frank Crimmins
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**UBS AG, STAMFORD BRANCH, as
Administrative Agent**

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, U.S.

By: 
Name: Raja R. Otsa
Title: Associate Director
Banking Products
Services, U.S.

EMI MP Trademarks

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Registration Date/Renewal Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
EMI Entertainment World Inc.	The Jukebox Collection	United States of America	16 July 2002/ 16 July 2012	Registered	2596323
EMI Entertainment World Inc.	The Music Spa	United States of America	28 October 2003/ 28 October 2013	Registered	2778283
EMI Entertainment World Inc.	Three Little Men Device	United States of America	9 December 1997/ 9 December 2017	Registered	2120367
EMI Entertainment World Inc.	Where Songs Live	United States of America		Pending Intent to Use	App: 77358555
Jobete Music Co., Inc.	JOBETE	United States of America	22 September 1981 22 September 2021	Registered	App: 73/224933 Reg: 1170137
JOBETE	JJOBETE AND DEVICE	United States of America	21 August 1990/ 21 August 2020	Registered	1610536