

02/06/2013



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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11-01-12

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Record as of 11-1-12

1. Name of conveying party(ies): SEE ATTACHED SCHEDULE I <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) SEE ATTACHED SCHEDULE I Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH</u> Internal Address: _____ Street Address: <u>11 MADISON AVENUE</u> City: <u>NEW YORK</u> State: <u>NEW YORK</u> Country: <u>USA</u> Zip: <u>10010</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>BANK</u> Citizenship <u>SWITZERLAND</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>NOVEMBER 1, 2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) <u>SEE ATTACHED SCHEDULE II</u> B. Trademark Registration No.(s) <u>SEE ATTACHED SCHEDULE II</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>SEE ATTACHED SCHEDULE II</u>			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Thomas Fahey</u> Internal Address: <u>National Corporate Research</u> <u>Suite 420</u> Street Address: <u>1100 G Street, N.W.</u> City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20005</u> Phone Number: <u>(202) 370-4761</u> Fax Number: <u>(800) 494-7512</u> Email Address: <u>tfahay@nationalcorp.com</u>		6. Total number of applications and registrations involved: 88 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>2,215.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
9. Signature: <div style="text-align: center;"></div> _____ MEGAN M. TEIXEIRA Name of Person Signing		8. Payment Information: 11/07/2012 TLEE11 00000017 77850014 Deposit Account Number _____ 48.00 Authorized User Name _____ 2175.00 Total number of pages including cover sheet, attachments, and document: 26	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I

List of Entities

Entity	Entity Type	State of Formation/Citizenship
615 Music Library, LLC	Limited Liability Company	Tennessee
A.P. Schmidt Co.	Corporation	Delaware
Alternative Distribution Alliance	General Partnership	New York
Arms Up Inc.	Corporation	Delaware
Artist Arena International, LLC	Limited Liability Company	New York
Artist Arena LLC	Limited Liability Company	New York
Asylum Records LLC	Limited Liability Company	Delaware
Atlantic Mobile LLC	Limited Liability Company	Delaware
Atlantic Pix LLC	Limited Liability Company	Delaware
Atlantic Productions LLC	Limited Liability Company	Delaware
Atlantic Recording Corporation	Corporation	Delaware
Atlantic Scream LLC	Limited Liability Company	Delaware
Atlantic/143 L.L.C.	Limited Liability Company	Delaware
Atlantic/MR Ventures Inc.	Corporation	Delaware
BB Investments LLC	Limited Liability Company	Delaware
Berna Music, Inc.	Corporation	California
Big Beat Records Inc.	Corporation	Delaware
Bulldog Entertainment Group LLC	Limited Liability Company	Delaware
Bulldog Island Events LLC	Limited Liability Company	New York
Bute Sound LLC	Limited Liability Company	Delaware
Cafe Americana Inc.	Corporation	Delaware
Chappell Music Company, Inc.	Corporation	Delaware
Choruss LLC	Limited Liability Company	Delaware
Cordless Recordings LLC	Limited Liability Company	Delaware
Cota Music, Inc.	Corporation	New York
Cotillion Music, Inc.	Corporation	Delaware
CRK Music Inc.	Corporation	Delaware
E/A Music, Inc.	Corporation	Delaware
East West Records LLC	Limited Liability Company	Delaware
Electra Group Ventures Inc.	Corporation	Delaware
Elekylum Music, Inc.	Corporation	Delaware
Elektra Entertainment Group Inc.	Corporation	Delaware
Elektra/Chameleon Ventures Inc.	Corporation	Delaware
EN Acquisition Corp.	Corporation	Delaware
FBR Investments LLC	Limited Liability Company	Delaware
Ferret Music Holdings LLC	Limited Liability Company	Delaware
Ferret Music LLC	Limited Liability Company	New Jersey
Ferret Music Management LLC	Limited Liability Company	New Jersey
Ferret Music Touring LLC	Limited Liability Company	New Jersey
FHK, Inc.	Corporation	Tennessee
Fiddleback Music Publishing Company, Inc	Corporation	Delaware
Foster Frees Music, Inc.	Corporation	California
Foz Man Music LLC	Limited Liability Company	Delaware

Fueled by Ramen LLC	Limited Liability Company	Delaware
Inside Jobs, Inc.	Corporation	New York
Insound Acquisition Inc.	Corporation	Delaware
Intersong U.S.A., Inc.	Corporation	Delaware
J. Ruby Productions, Inc.	Corporation	California
Jadar Music Corp.	Corporation	Delaware
Lava Records LLC	Limited Liability Company	Delaware
Lava Trademark Holding Company LLC	Limited Liability Company	Delaware
LEM America, Inc.	Corporation	Delaware
London-Sire Records Inc.	Corporation	Delaware
Made of Stone LLC	Limited Liability Company	Delaware
Maverick Partner Inc.	Corporation	Delaware
Maverick Recording Company	Corporation	California
McGuffin Music Inc.	Corporation	Delaware
Mixed Bag Music, Inc.	Corporation	New York
MM Investment Inc.	Corporation	Delaware
Nonesuch Records Inc.	Corporation	Delaware
Non-Stop Cataclysmic Music, LLC	Limited Liability Company	Utah
Non-Stop International Publishing, LLC	Limited Liability Company	Utah
Non-Stop Music Holdings, Inc.	Corporation	Delaware
Non-Stop Music Library, L.C.	Limited Company	Utah
Non-Stop Music Publishing, LLC	Limited Liability Company	Utah
Non-Stop Outrageous Publishing, LLC	Limited Liability Company	Utah
Non-Stop Productions, LLC	Limited Liability Company	Utah
NVC International Inc.	Corporation	Delaware
Octa Music, Inc.	Corporation	New York
P & C Publishing LLC	Limited Liability Company	New York
Penalty Records, L.L.C.	Limited Liability Company	New York
Pepamar Music Corp.	Corporation	New York
Perfect Game Recording Company LLC	Limited Liability Company	Delaware
Rep Sales, Inc.	Corporation	Minnesota
Restless Acquisition Corp.	Corporation	Delaware
Revelation Music Publishing Corporation	Corporation	New York
Rhino Entertainment Company	Corporation	Delaware
Rhino Name & Likeness Holdings, LLC	Limited Liability Company	Delaware
Rhino/FSE Holdings, LLC	Limited Liability Company	Delaware
Rick's Music Inc.	Corporation	Delaware
Rightsong Music Inc.	Corporation	Delaware
Roadrunner Records, Inc.	Corporation	New York
Rodra Music, Inc.	Corporation	California
Ryko Corporation	Corporation	Delaware
Rykodisc, Inc.	Corporation	Minnesota
Rykomusic, Inc.	Corporation	Minnesota
Sea Chime Music, Inc.	Corporation	California
Six-Fifteen Music Productions, Inc.	Corporation	Tennessee
SR/MDM Venture Inc.	Corporation	Delaware
Summy-Birchard, Inc.	Corporation	Wyoming
Super Hype Publishing, Inc.	Corporation	New York
T.Y.S., Inc.	Corporation	New York
T-Boy Music, L.L.C.	Limited Liability Company	New York
T-Girl Music, L.L.C.	Limited Liability Company	New York

TRADEMARK

REEL: 004962 FRAME: 0143

The All Blacks U.S.A., Inc.	Corporation	Delaware
The Biz LLC	Limited Liability Company	Delaware
The Rhythm Method Inc.	Corporation	Delaware
Tommy Boy Music, Inc.	Corporation	New York
Tommy Valando Publishing Group, Inc.	Corporation	Delaware
Unichappell Music Inc.	Corporation	Delaware
Upped.com LLC	Limited Liability Company	Delaware
W.B.M. Music Corp.	Corporation	Delaware
Walden Music Inc.	Corporation	New York
Warner Alliance Music Inc.	Corporation	Delaware
Warner Brethren Inc.	Corporation	Delaware
Warner Bros. Music International Inc.	Corporation	Delaware
Warner Bros. Records Inc.	Corporation	Delaware
Warner Custom Music Corp.	Corporation	California
Warner Domain Music Inc.	Corporation	Delaware
Warner Music Discovery Inc.	Corporation	Delaware
Warner Music Distribution LLC	Limited Liability Company	Delaware
Warner Music Inc.	Corporation	New York
Warner Music Latina Inc.	Corporation	Delaware
Warner Music Nashville LLC	Limited Liability Company	Tennessee
Warner Music SP Inc.	Corporation	Delaware
Warner Sojourner Music Inc.	Corporation	Delaware
Warner Special Products Inc.	Corporation	Delaware
Warner Strategic Marketing Inc.	Corporation	Delaware
Warner/Chappell Music (Services), Inc.	Corporation	New Jersey
Warner/Chappell Music, Inc.	Corporation	Delaware
Warner/Chappell Production Music, Inc.	Corporation	Delaware
Warner-Elektra-Atlantic Corporation	Corporation	New York
WarnerSongs, Inc.	Corporation	Delaware
Warner-Tamerlane Publishing Corp.	Corporation	California
Warprise Music Inc.	Corporation	Delaware
WB Gold Music Corp.	Corporation	Delaware
WB Music Corp.	Corporation	California
WBM/House of Gold Music, Inc.	Corporation	Delaware
WBR Management Services Inc.	Corporation	Delaware
WBR/QRI Venture, Inc.	Corporation	Delaware
WBR/Ruffnation Ventures, Inc.	Corporation	Delaware
WBR/SIRE Ventures Inc.	Corporation	Delaware
WEA Europe Inc.	Corporation	Delaware
WEA Inc.	Corporation	Delaware
WEA International Inc.	Corporation	Delaware
Wea Management Services Inc.	Corporation	Delaware
Wide Music, Inc.	Corporation	California
WMG Acquisition Corp.	Corporation	Delaware
WMG Artist Brand LLC	Limited Liability Company	Delaware
WMG Management Services Inc.	Corporation	Delaware
WMG Trademark Holding Company LLC	Limited Liability Company	Delaware

SCHEDULE II

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Asylum Records LLC	TURNT-UP	77/850814	10/16/2009	3834071	09/17/2010
Atlantic Recording Corporation	ATCO	72/147686	06/26/1962	0749139	05/07/1963
Atlantic Recording Corporation	ATCO & DEVICE	74/274643	05/12/1992	1742951	12/29/1992
Atlantic Recording Corporation	ATLANTIC	77/391088	02/07/2008	3727091	12/22/2009
Atlantic Recording Corporation	ATLANTIC	73/747919	09/23/1988	1535113	04/18/1989
Atlantic Recording Corporation	ATLANTIC & A DESIGN	73/110680	12/27/1976	1116322	04/10/1979
Atlantic Recording Corporation	BEYONDT HEPIT	78/850420	03/30/2006	3327589	10/30/2007
Atlantic Recording Corporation	DIGITALA RENA	75/098972	05/06/1996	2263372	07/20/1999
Atlantic Recording Corporation	FANBASE	77/583191	10/01/2008	3615830	05/05/2009
Atlantic Recording Corporation	VIVA LA ROCK	77/246800	08/03/2007	3414342	04/22/2008
Big Beat Records, Incorporated	BIG BEAT	74/121906	12/10/1990	1662343	10/29/1991
Big Beat Records, Incorporated	BIG BEAT	78/704583	08/31/2005	3126785	09/08/2006
East West Records LLC	ILG	77/850872	10/16/2009	3855840	10/05/2010
Elektra	A DESIGN	73/484607	06/11/1984	1330698	04/16/1985

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Entertainment Group	(ASYLUM) REVISED				
Elektra Entertainment Group	ASYLUM	72/420297	04/03/1972	1016112	07/15/1975
Elektra Entertainment Group	ASYLUM & A DESIGN	73/054076	06/03/1975	1095762	07/11/1978
Elektra Entertainment Group	ASYLUM & A DESIGN (REVISED)	73/484606	06/11/1984	1330697	04/16/1985
Elektra Entertainment Group	ELEKTRA	74/048852	04/12/1990	1633872	02/05/1991
Elektra Entertainment Group	ELEKTRA & E DESIGN (REVISED)	73/450320	10/31/1983	1324186	03/12/1985
Elektra Entertainment Group	ELEKTRA & E DESIGN	73/450319	10/31/1983	1328138	04/02/1985
Elektra Entertainment Group	ELEKTRA & EE LOGO	73/830751	10/11/1989	1623393	11/20/1990
Elektra Entertainment Group	ELEKTRA & GUITAR PLAYER DESIGN	72/090833	02/12/1960	0709958	01/17/1961
Elektra Entertainment Group	ELEKTRA/ NONSUCH LOGO	73/692676	10/30/1987	1492989	06/21/1988
En Acquisition Corporation	EMPORER NORTON RECORDS (WORDS)	76/280243	07/03/2001	3105438	06/20/2006
Fueled By Ramen LLC	FUELED BY RAMEN & DESIGN	77/735721	05/13/2009	3730937	12/12/2009
Insound	INSOUND	77/231165	07/17/2007	3398057	03/18/2008

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Acquisition, Incorporated					
Insound Acquisition, Incorporated	SOUND SCREEN DESIGN	77/819100	09/03/2009	3780651	04/27/2010
Insound Acquisition, Incorporated	SOUNDSC REEN DESIGN	77/612226	11/11/2008	3753734	03/02/2010
London-Sire Records	DISCOVER Y & DESIGN	74/342644	12/23/1992	1832631	04/26/1994
Non-Stop Productions, LLC	NON STOP AND MUSICAL CLEF DESIGN	77/607924	11/05/2008	3594890	03/24/2009
Non-Stop Music Library, L.C.	CUEGLE (STYLIZED)	78/742753	10/28/2005	3306653	10/09/2007
Nonesuch Records, Incorporated	NONESUCH	74/134367	01/28/1991	1666567	12/03/1991
Nonesuch Records, Incorporated	N NONESUCH (STYLIZED)	78/535015	12/18/2004	3313537	10/16/2007
Restless Acquisition Corporation	RESTLESS BRAND & DESIGN	75/622618	01/19/1999	2311746	01/25/2000
Restless Acquisition Corporation	RESTLESS RECORDS (WORDS)	73/632789	11/28/1986	1446189	07/07/1987
Rhino Entertainment Company	FAMILY DOG	77/301486	10/11/2007	4063593	11/29/2011
Rhino Entertainment Company	FLASHBACK	75/187396	10/25/1996	2771899	10/07/2003
Rhino Entertainment	GOLDEN THROATS	75/374242	10/16/1997	2287060	10/19/1999

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Company					
Rhino Entertainment Company	KID RHINO	78/748488	11/07/2005	3157928	10/17/2006
Rhino Entertainment Company	KID RHINO	78/748392	11/07/2005	3437902	05/27/2008
Rhino Entertainment Company	RHINO	74/693974	06/26/1995	1967102	04/09/1996
Rhino Entertainment Company	RHINO	74/693972	06/26/1995	2240911	04/20/1999
Rhino Entertainment Company	RHINO & DESIGN	74/693973	06/26/1995	1967101	04/09/1996
Rhino Entertainment Company	RHINO & DESIGN	74/694022	06/26/1995	1971491	04/30/1996
Rhino Entertainment Company	RHINO & DESIGN	77/305850	10/17/2007	3435762	05/27/2008
Rhino Entertainment Company	THE FAMILY DOG PRESENTS & DESIGN	75/136977	07/22/1996	2103017	10/07/1997
Rhino Entertainment Company	THE MONKEES	72/241935	03/25/1966	0847385	04/09/1968
Rhino Entertainment Company	THE MONKEES	72/259379	11/25/1966	0848385	04/30/1968
Rhino Entertainment Company	THE MONKEES	77/322730	11/06/2007	3453505	06/24/2008
Rhino Entertainment Company	THE MONKEES	85/455437	10/25/2011		
Rykodisc,	CD CASE	74/331497	11/16/1992	1837746	05/31/1994

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Incorporated	DESIGN (TRANSPARENT GREEN)				
Rykodisc, Incorporated	HANNIBAL (WORD)	74/281225	06/03/1992	1959494	03/05/1996
Rykodisc, Incorporated	HANNIBAL RECORDS & DEVICE	74/281224	06/03/1992	1963617	03/26/1996
Rykodisc, Incorporated	RYKO & DESIGN	73/691979	10/26/1987	1521609	01/24/1989
Rykodisc, Incorporated	RYKO & DESIGN	74/108456	10/23/1990	1700253	07/14/1992
Rykodisc, Incorporated	RYKO (WORD)	74/108461	10/23/1990	1711260	09/01/1992
Rykodisc, Incorporated	RYKODISC (WORD)	73/691978	10/26/1987	1521608	01/24/1989
Rykodisc, Incorporated	RYKODISC (WORD)	74/208995	10/02/1991	1740989	12/22/1992
Warner Bros. Records Incorporated	:R LOGO	73/213454	04/26/1979	1250980	09/13/1983
Warner Bros. Records Incorporated	GIANT	74/037873	03/13/1990	1706315	08/11/1992
Warner Bros. Records Incorporated	GIANT & DESIGN	75/511128	6/30/1998	2283035	10/05/1999
Warner Bros. Records Incorporated	JG DESIGN	78/351110	01/13/2004	3399356	03/18/2008
Warner Bros. Records Incorporated	JG DESIGN	78/351114	01/13/2004	3412609	04/15/2008
Warner Bros. Records Incorporated	REPRISE	73/213460	04/26/1979	1175896	11/03/1981
Warner Bros. Records	REVOLUTION	74/221882	11/15/1991	1893542	05/09/1995

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Incorporated					
Warner/Chappell Production Music, Incorporated	615 MUSIC	77/895577	12/17/2009	3898916	01/04/2011
Warner/Chappell Production Music, Incorporated	615 MUSIC & DESIGN	77/895583	12/17/2009	3898917	01/04/2011
Warner/Chappell Production Music, Incorporated	GROOVE ADDICTS	77/150028	04/05/2007	3355839	12/18/2007
Warner/Chappell Production Music, Incorporated	GROOVE ADDICTS (STYLIZED)	77/150055	04/05/2007	3358922	12/25/2007
Warner/Chappell Production Music, Incorporated	MISCELLANEOUS DESIGN (DESIGN OF HUMAN MOUTHS – GROOVE ADDICTS LOGO)	77/156728	04/13/2007	3359281	12/25/2007
Warner/Chappell Production Music, Incorporated	SONG STREET RECORDS	77/920179	01/26/2010	4016557	08/23/2011
Warner/Chappell Production Music, Incorporated	SONG STREET RECORDS & DESIGN	77/931044	02/08/2010	4016574	08/23/2011

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Warner/Chappell Production Music, Incorporated	WARNER CHAPPELL	74/674144	05/15/1995	1985376	07/09/1996
Warner/Chappell Production Music, Incorporated	WHO DID THAT MUSIC?	77/156710	04/13/2007	3359277	12/25/2007
Warner/Chappell Production Music, Incorporated	WHO DID THAT MUSIC? (STYLIZED)	77/156723	04/13/2007	3359279	12/25/2007
Warner Music Incorporated	FERVENT RECORDS	76/229889	03/26/2001	2732893	07/01/2003
Warner Music Incorporated	ROADRUNNER RECORDS (WORD)	77/217627	06/28/2007	3391370	03/04/2008
Warner Music Incorporated	SIGNMETO	85/032543	05/07/2010	3893781	12/21/2010
Warner Music Latina, Incorporated	WAPPO	77/409624	02/29/2008	3690112	09/29/2009
Warner Music Nashville LLC	6P	85/051455	06/01/2010	3904230	01/11/2011
Warner-Elektra-Atlantic Corporation	CORDLESS	78/980529	08/18/2005	3522757	10/28/2008
Warner-Elektra-Atlantic Corporation	MUSIC VIDEO INTERACTIVE	77/145237	03/30/2007	3621118	05/12/2009
Warner-Elektra-Atlantic Corporation	MVI	77/145216	03/30/2007	3740360	01/19/2010

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Warner-Elektra-Atlantic Corporation	MVI MUSIC VIDEO INTERACTIVE AND DESIGN	77/146407	04/02/2007	3680230	09/08/2009
WEA International Incorporated	EASTWEST & EW LOGO	74/061192	05/21/1990	1795621	09/28/1993
WEA International Incorporated	SONGS YOU KNOW	77/045954	11/16/2006	3404179	04/01/2008
WEA International Incorporated	WEA LOGO	73/408557	01/07/1983	1301320	10/23/1984
WBR/Sire Ventures Incorporated	SIRE & S DESIGN	74/298917	07/27/1992	1803119	11/09/1993

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), dated as of November 1, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Credit Suisse AG, as collateral agent (the "**Collateral Agent**") for the Secured First Lien 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 November 1, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**General Security Agreement**"). Capitalized terms not otherwise defined herein have the meanings set forth in the General Security Agreement.

WHEREAS, under the terms of the General Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, a security interest in, among other property, certain Trademarks (as defined below) of the Grantors, and have agreed as a condition thereof to execute this Security Agreement for recording with the United States Patent and Trademark Office.

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 confirms the grant to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, of a security interest in such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) all trademarks, service marks, domain names, trade dress, logos, slogans, trade names, and other source identifiers, whether registered or unregistered, owned by the Grantor, (provided that no security interest shall be granted in United States intent-to-use trademark applications or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted), including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) all registrations and applications for registration for any Trademark, together with all renewals thereof;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 2. *Security for Secured First Lien Obligations.* The confirmation of the grant of continuing security interest in the Trademark Collateral by each Grantor under this Security Agreement secures the payment of all Secured First Lien Obligations of such Grantor, now or hereafter existing under or in respect of the Secured First Lien Agreements, 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 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks record this Security Agreement.

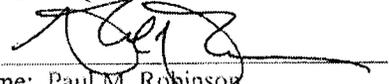
SECTION 4. *Execution in Counterparts.* This Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. *Grants, Rights and Remedies.* This Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the U.S. Patent and Trademark Office. The security interest confirmed hereby has been granted to the Collateral Agent in connection with the General 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 General 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 6. *Governing Law.* This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the date first above written.

WMG ACQUISITION CORP.

By: 

Name: Paul M. Robinson

Title: Executive Vice President, General Counsel and Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

TRADEMARK
REEL: 004962 FRAME: 0155

Guarantors:

ROADRUNNER RECORDS
INC.
T.Y.S., INC.
THE ALL BLACKS U.S.A.,
INC.
A. P. SCHMIDT CO.
ATLANTIC RECORDING
CORPORATION
ATLANTIC/MR VENTURES
INC.
ARMS UP INC.
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
CAFE AMERICANA INC.
CHAPPELL MUSIC
COMPANY, INC.
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON
VENTURES INC.
ELEKTRA ENTERTAINMENT
GROUP INC.
ELEKTRA GROUP
VENTURES INC.
EN ACQUISITION CORP.
FIK, INC.
FIDDLEBACK MUSIC
PUBLISHING COMPANY,
INC.
FOSTER FREES MUSIC, INC.
INSIDE JOB, INC.
INSOUND ACQUISITION
INC.
INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LEM AMERICA, INC.
LONDON-SIRE RECORDS
INC.
MAVERICK PARTNER INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT INC.
NONESUCH RECORDS INC.
NON-STOP MUSIC
HOLDINGS, INC.
NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PEPAMAR MUSIC CORP.
REP SALES, INC.
RESTLESS ACQUISITION
CORP.
REVELATION MUSIC
PUBLISHING CORPORATION
RHINO ENTERTAINMENT
COMPANY
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RODRA MUSIC, INC.
RYKO CORPORATION
RYKODISC, INC.
RYKOMUSIC, INC.
SEA CHIME MUSIC, INC.

SR/MDM VENTURE INC.
SUPER HYPE PUBLISHING,
INC.
THE RHYTHM METHOD INC.
TOMMY BOY MUSIC, INC.
TOMMY VALANDO
PUBLISHING GROUP, INC.
UNICHAPPELL MUSIC INC.
W.B.M. MUSIC CORP.
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC
INC.
WARNER BROTHERS INC.
WARNER BROS. MUSIC
INTERNATIONAL INC.
WARNER BROS. RECORDS
INC.
WARNER CUSTOM MUSIC
CORP.
WARNER DOMAIN MUSIC
INC.
WARNER MUSIC
DISCOVERY INC.
WARNER MUSIC LATINA
INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER
MUSIC INC.
WARNER SPECIAL
PRODUCTS INC.
WARNER STRATEGIC
MARKETING INC.
WARNER/CHAPPELL MUSIC
(SERVICES), INC.
WARNER/CHAPPELL
MUSIC, INC.
WARNER/CHAPPELL
PRODUCTION MUSIC, INC.
WARNER-ELEKTRA-
ATLANTIC CORPORATION
WARNERSONGS, INC.
WARNER-TAMERLANE
PUBLISHING CORP.
WARPRISE MUSIC INC.
J. RUBY PRODUCTIONS,
INC.
SIX-FIFTEEN MUSIC
PRODUCTIONS, INC.
SUMMY-BIRCHARD, INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD
MUSIC, INC.
WBR MANAGEMENT
SERVICES INC.
WBR/QRI VENTURE, INC.
WBR/RUFFINATION
VENTURES, INC.
WBR/SIRE VENTURES INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA MANAGEMENT
SERVICES INC.
WIDE MUSIC, INC.
WMG MANAGEMENT
SERVICES INC.

ASYLUM RECORDS LLC
ATLANTIC MOBILE LLC
ATLANTIC PRODUCTIONS
LLC
ATLANTIC SCREAM LLC
ATLANTIC/143 L.L.C.
BB INVESTMENTS LLC
BULLDOG
ENTERTAINMENT GROUP
LLC
BULLDOG ISLAND EVENTS
LLC
BUTE SOUND LLC
CHORUSS LLC
CORDLESS RECORDINGS
LLC
EAST WEST RECORDS LLC
FBR INVESTMENTS LLC
FOZ MAN MUSIC LLC
FUELED BY RAMEN LLC
LAVA RECORDS LLC
LAVA TRADEMARK
HOLDING COMPANY LLC
MADE OF STONE LLC
PENALTY RECORDS, L.L.C.
PERFECT GAME
RECORDING COMPANY LLC
RHINO NAME & LIKENESS
HOLDINGS, L.L.C.
RHINO/FSF HOLDINGS, LLC
T-BOY MUSIC, L.L.C.
T-GIRL MUSIC, L.L.C.
THE BIZ LLC
UPPED.COM LLC
WARNER MUSIC
DISTRIBUTION LLC
WMG TRADEMARK
HOLDING COMPANY LLC
ARTIST ARENA LLC
FERRET MUSIC HOLDINGS
LLC
FERRET MUSIC LLC
FERRET MUSIC
MANAGEMENT LLC
FERRET MUSIC TOURING
LLC
P & C PUBLISHING LLC
WARNER MUSIC
NASHVILLE LLC
ATLANTIC PIX LLC

By: 
Name: Paul M. Robinson
Title: Vice President &
Secretary of each of the
above named entities listed
under the heading Guarantors
and signing this agreement in
such capacity on behalf of
each such entity

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

Guarantors (cont-d):

WARNER MUSIC INC.

By: 
Name: Paul M. Robinson
Title: Executive Vice President, General Counsel &
Secretary

615 MUSIC LIBRARY, LLC

By: ~~Six Fifteen Music Productions, Inc.~~, its Sole Member

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

ARTIST ARENA INTERNATIONAL, LLC

By: Artist Arena LLC, its Member
By: Warner Music Inc., its Sole Member

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

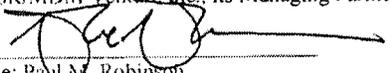
ALTERNATIVE DISTRIBUTION ALLIANCE

By: Warner Music Distribution LLC, its Managing
Partner

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

MAVERICK RECORDING COMPANY

By: SR/MDM Version Inc., its Managing Partner

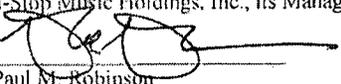
By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

Guarantors (cont-d):

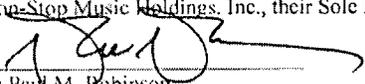
NON-STOP CATAclysmic Music, LLC
NON-STOP INTERNATIONAL PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC

By: Non-Stop Music Publishing, LLC, their Sole Member
By: Non-Stop Music Holdings, Inc., its Manager

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

NON-STOP MUSIC LIBRARY, L.C.
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP PRODUCTIONS, L.L.C

By: ~~Non-Stop Music Holdings, Inc.~~, their Sole Member

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

WMG ARTIST BRAND LLC

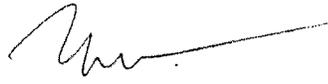
By: Warner Music Inc., its Managing Member

By: 
Name: Paul M. Robinson
Title: Executive Vice President, General Counsel &
Secretary

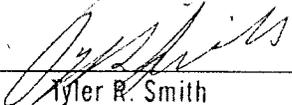
[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

TRADEMARK
REEL: 004962 FRAME: 0158

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By:  _____

Name: JAMES MORAN
Title: MANAGING DIRECTOR

By:  _____

Name: Tyler R. Smith
Title: Associate

**Schedule 1
to Security Agreement**

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Asylum Records LLC	TURNT-UP	77/850814	10/16/2009	3834071	09/17/2010
Atlantic Recording Corporation	ATCO	72/147686	06/26/1962	0749139	05/07/1963
Atlantic Recording Corporation	ATCO & DEVICE	74/274643	05/12/1992	1742951	12/29/1992
Atlantic Recording Corporation	ATLANTIC	77/391088	02/07/2008	3727091	12/22/2009
Atlantic Recording Corporation	ATLANTIC	73/747919	09/23/1988	1535113	04/18/1989
Atlantic Recording Corporation	ATLANTIC & A DESIGN	73/110680	12/27/1976	1116322	04/10/1979
Atlantic Recording Corporation	BEYONDT HEPIT	78/850420	03/30/2006	3327589	10/30/2007
Atlantic Recording Corporation	DIGITALA RENA	75/098972	05/06/1996	2263372	07/20/1999
Atlantic Recording Corporation	FANBASE	77/583191	10/01/2008	3615830	05/05/2009
Atlantic Recording Corporation	VIVA LA ROCK	77/246800	08/03/2007	3414342	04/22/2008
Big Beat Records, Incorporated	BIG BEAT	74/121906	12/10/1990	1662343	10/29/1991
Big Beat Records, Incorporated	BIG BEAT	78/704583	08/31/2005	3126785	09/08/2006
East West Records LLC	ILG	77/850872	10/16/2009	3855840	10/05/2010
Elektra	A DESIGN	73/484607	06/11/1984	1330698	04/16/1985

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Entertainment Group	(ASYLUM) REVISED				
Elektra Entertainment Group	ASYLUM	72/420297	04/03/1972	1016112	07/15/1975
Elektra Entertainment Group	ASYLUM & A DESIGN	73/054076	06/03/1975	1095762	07/11/1978
Elektra Entertainment Group	ASYLUM & A DESIGN (REVISED)	73/484606	06/11/1984	1330697	04/16/1985
Elektra Entertainment Group	ELEKTRA	74/048852	04/12/1990	1633872	02/05/1991
Elektra Entertainment Group	ELEKTRA & E DESIGN (REVISED)	73/450320	10/31/1983	1324186	03/12/1985
Elektra Entertainment Group	ELEKTRA & E DESIGN	73/450319	10/31/1983	1328138	04/02/1985
Elektra Entertainment Group	ELEKTRA & EE LOGO	73/830751	10/11/1989	1623393	11/20/1990
Elektra Entertainment Group	ELEKTRA & GUITAR PLAYER DESIGN	72/090833	02/12/1960	0709958	01/17/1961
Elektra Entertainment Group	ELEKTRA/ NONSUCH LOGO	73/692676	10/30/1987	1492989	06/21/1988
En Acquisition Corporation	EMPORER NORTON RECORDS (WORDS)	76/280243	07/03/2001	3105438	06/20/2006
Fueled By Ramen LLC	FUELED BY RAMEN & DESIGN	77/735721	05/13/2009	3730937	12/12/2009
Insound	INSOUND	77/231165	07/17/2007	3398057	03/18/2008

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Acquisition, Incorporated					
Insound Acquisition, Incorporated	SOUND SCREEN DESIGN	77/819100	09/03/2009	3780651	04/27/2010
Insound Acquisition, Incorporated	SOUNDSC REEN DESIGN	77/612226	11/11/2008	3753734	03/02/2010
London-Sire Records	DISCOVER Y & DESIGN	74/342644	12/23/1992	1832631	04/26/1994
Non-Stop Productions, LLC	NON STOP AND MUSICAL CLEF DESIGN	77/607924	11/05/2008	3594890	03/24/2009
Non-Stop Music Library, L.C.	CUEGLE (STYLIZED)	78/742753	10/28/2005	3306653	10/09/2007
Nonesuch Records, Incorporated	NONESUCH	74/134367	01/28/1991	1666567	12/03/1991
Nonesuch Records, Incorporated	N NONESUCH (STYLIZED)	78/535015	12/18/2004	3313537	10/16/2007
Restless Acquisition Corporation	RESTLESS BRAND & DESIGN	75/622618	01/19/1999	2311746	01/25/2000
Restless Acquisition Corporation	RESTLESS RECORDS (WORDS)	73/632789	11/28/1986	1446189	07/07/1987
Rhino Entertainment Company	FAMILY DOG	77/301486	10/11/2007	4063593	11/29/2011
Rhino Entertainment Company	FLASHBACK	75/187396	10/25/1996	2771899	10/07/2003
Rhino Entertainment	GOLDEN THROATS	75/374242	10/16/1997	2287060	10/19/1999

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Company					
Rhino Entertainment Company	KID RHINO	78/748488	11/07/2005	3157928	10/17/2006
Rhino Entertainment Company	KID RHINO	78/748392	11/07/2005	3437902	05/27/2008
Rhino Entertainment Company	RHINO	74/693974	06/26/1995	1967102	04/09/1996
Rhino Entertainment Company	RHINO	74/693972	06/26/1995	2240911	04/20/1999
Rhino Entertainment Company	RHINO & DESIGN	74/693973	06/26/1995	1967101	04/09/1996
Rhino Entertainment Company	RHINO & DESIGN	74/694022	06/26/1995	1971491	04/30/1996
Rhino Entertainment Company	RHINO & DESIGN	77/305850	10/17/2007	3435762	05/27/2008
Rhino Entertainment Company	THE FAMILY DOG PRESENTS & DESIGN	75/136977	07/22/1996	2103017	10/07/1997
Rhino Entertainment Company	THE MONKEES	72/241935	03/25/1966	0847385	04/09/1968
Rhino Entertainment Company	THE MONKEES	72/259379	11/25/1966	0848385	04/30/1968
Rhino Entertainment Company	THE MONKEES	77/322730	11/06/2007	3453505	06/24/2008
Rhino Entertainment Company	THE MONKEES	85/455437	10/25/2011		
Rykodisc,	CD CASE	74/331497	11/16/1992	1837746	05/31/1994

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Incorporated	DESIGN (TRANSPARENT GREEN)				
Rykodisc, Incorporated	HANNIBAL (WORD)	74/281225	06/03/1992	1959494	03/05/1996
Rykodisc, Incorporated	HANNIBAL RECORDS & DEVICE	74/281224	06/03/1992	1963617	03/26/1996
Rykodisc, Incorporated	RYKO & DESIGN	73/691979	10/26/1987	1521609	01/24/1989
Rykodisc, Incorporated	RYKO & DESIGN	74/108456	10/23/1990	1700253	07/14/1992
Rykodisc, Incorporated	RYKO (WORD)	74/108461	10/23/1990	1711260	09/01/1992
Rykodisc, Incorporated	RYKODISC (WORD)	73/691978	10/26/1987	1521608	01/24/1989
Rykodisc, Incorporated	RYKODISC (WORD)	74/208995	10/02/1991	1740989	12/22/1992
Warner Bros. Records Incorporated	R LOGO	73/213454	04/26/1979	1250980	09/13/1983
Warner Bros. Records Incorporated	GIANT	74/037873	03/13/1990	1706315	08/11/1992
Warner Bros. Records Incorporated	GIANT & DESIGN	75/511128	6/30/1998	2283035	10/05/1999
Warner Bros. Records Incorporated	JG DESIGN	78/351110	01/13/2004	3399356	03/18/2008
Warner Bros. Records Incorporated	JG DESIGN	78/351114	01/13/2004	3412609	04/15/2008
Warner Bros. Records Incorporated	REPRISE	73/213460	04/26/1979	1175896	11/03/1981
Warner Bros. Records	REVOLUTION	74/221882	11/15/1991	1893542	05/09/1995

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Incorporated					
Warner/Chappell Production Music, Incorporated	615 MUSIC	77/895577	12/17/2009	3898916	01/04/2011
Warner/Chappell Production Music, Incorporated	615 MUSIC & DESIGN	77/895583	12/17/2009	3898917	01/04/2011
Warner/Chappell Production Music, Incorporated	GROOVE ADDICTS	77/150028	04/05/2007	3355839	12/18/2007
Warner/Chappell Production Music, Incorporated	GROOVE ADDICTS (STYLIZED)	77/150055	04/05/2007	3358922	12/25/2007
Warner/Chappell Production Music, Incorporated	MISCELLANEOUS DESIGN (DESIGN OF HUMAN MOUTHS – GROOVE ADDICTS LOGO)	77/156728	04/13/2007	3359281	12/25/2007
Warner/Chappell Production Music, Incorporated	SONG STREET RECORDS	77/920179	01/26/2010	4016557	08/23/2011
Warner/Chappell Production Music, Incorporated	SONG STREET RECORDS & DESIGN	77/931044	02/08/2010	4016574	08/23/2011

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Warner/Chappell Production Music, Incorporated	WARNER CHAPPELL	74/674144	05/15/1995	1985376	07/09/1996
Warner/Chappell Production Music, Incorporated	WHO DID THAT MUSIC?	77/156710	04/13/2007	3359277	12/25/2007
Warner/Chappell Production Music, Incorporated	WHO DID THAT MUSIC? (STYLIZED)	77/156723	04/13/2007	3359279	12/25/2007
Warner Music Incorporated	FERVENT RECORDS	76/229889	03/26/2001	2732893	07/01/2003
Warner Music Incorporated	ROADRUNNER RECORDS (WORD)	77/217627	06/28/2007	3391370	03/04/2008
Warner Music Incorporated	SIGNMETO	85/032543	05/07/2010	3893781	12/21/2010
Warner Music Latina, Incorporated	WAPPO	77/409624	02/29/2008	3690112	09/29/2009
Warner Music Nashville LLC	6P	85/051455	06/01/2010	3904230	01/11/2011
Warner-Elektra-Atlantic Corporation	CORDLES	78/980529	08/18/2005	3522757	10/28/2008
Warner-Elektra-Atlantic Corporation	MUSIC VIDEO INTERACTIVE	77/145237	03/30/2007	3621118	05/12/2009
Warner-Elektra-Atlantic Corporation	MVI	77/145216	03/30/2007	3740360	01/19/2010

<u>Grantor</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Warner-Elektra-Atlantic Corporation	MVI MUSIC VIDEO INTERACTIVE AND DESIGN	77/146407	04/02/2007	3680230	09/08/2009
WEA International Incorporated	EASTWEST & EW LOGO	74/061192	05/21/1990	1795621	09/28/1993
WEA International Incorporated	SONGS YOU KNOW	77/045954	11/16/2006	3404179	04/01/2008
WEA International Incorporated	WEA LOGO	73/408557	01/07/1983	1301320	10/23/1984
WBR/Sire Ventures Incorporated	SIRE & S DESIGN	74/298917	07/27/1992	1803119	11/09/1993