

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/04/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BMG RM Germany GmbH		
Street Address:	Anna-Louisa-Karsch-Str. 2		
Internal Address:	SpreePalais		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10178		
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1517823	BMG	
Registration Number:	2730978	BMG	
Registration Number:	2292627	BMG	
Registration Number:	2261237	BMG	
CORRESPONDENCE DATA			
Fax Number:	6502130260		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650) 812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Gail I. Nevius Abbas, Esq.		
Address Line 1:	Manatt, Phelps & Phillips, LLP		
Address Line 2:	1841 Page Mill Rd., Suite 200		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

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ATTORNEY DOCKET NUMBER:	40240-030-(3131)JPM/BMG
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Patricia Picou Green, Sr. Paralegal
Signature:	/Patricia Picou Green/
Date:	04/09/2013
Total Attachments: 3 source=Termin. of Security Interest - JPM & BMG#page1.tif source=Termin. of Security Interest - JPM & BMG#page2.tif source=Termin. of Security Interest - JPM & BMG#page3.tif	

**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this "Termination") is executed as of April 4, 2013 by JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") pursuant to that certain Credit and Guaranty Agreement dated as of January 11, 2010 among (i) BMG RM Germany GmbH, (ii) the Borrowers referred to therein, (iii) the Guarantors referred to therein, (iv) the Lenders named therein, (v) the Administrative Agent, and (vi) J.P. Morgan Europe Limited (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein but not defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, the Administrative Agent, the Borrower and the Guarantors entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of January 11, 2010 (the "Trademark Security Agreement"), and recorded it with the United States Patent and Trademark Office on February 12, 2010 as Reel/Frame 4149/0001;

WHEREAS, pursuant to the Trademark Security Agreement, BMG RM Germany GmbH, (the "Pledgor") granted to the Administrative Agent (on behalf of itself, the Lenders and the Issuing Bank) a lien upon the Trademark Collateral (as defined in the Trademark Security Agreement) in order to secure the prompt and complete payment and performance of all Obligations arising under the Credit Agreement, including a security interest in the Trademark Collateral identified on Exhibit A attached hereto;

WHEREAS, in connection with payoff by the Pledgor under the Credit Agreement, the Trademark Security Agreement has been terminated; and

WHEREAS, the Administrative Agent has agreed to terminate all of its security interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;


The Administrative Agent (on behalf of itself, the Lenders and the Issuing Bank) hereby unconditionally releases, discharges, relinquishes and terminates any and all liens and security interests in the Trademark Collateral and hereby terminates the Trademark Security Agreement, and authorizes the recordation of this Termination with the United States Patent and Trademark Office.

To the extent that the Administrative Agent, any of the Lenders or the Issuing Bank shall be deemed to have any right, title or interest in the Trademark Collateral pursuant to the Fundamental Documents, retransfers and reassigns to the Borrower or the Guarantors (as applicable) without recourse, representation or warranty all of such right, title and interest.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of the date first written above.

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Gerardo B. Loera  
Title: Vice President

**EXHIBIT A**

**SCHEDULE OF TRADEMARKS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY</b>	<b>OWNER</b>
<b>BMG – logo (solid triangle)</b>	<b>1517823</b>	<b>United States of America</b>	<b>Bertelsmann Music Group LLC</b>
<b>BMG – logo (solid triangle)</b>	<b>2730978</b>	<b>United States of America</b>	<b>Bertelsmann Music Group LLC</b>
<b>BMG – logo (solid triangle)</b>	<b>2292627</b>	<b>United States of America</b>	<b>Bertelsmann Music Group LLC</b>
<b>BMG – logo (solid triangle)</b>	<b>2261237</b>	<b>United States of America</b>	<b>Bertelsmann Music Group LLC</b>