

## 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
Primary Wave Music Publishing LLC		04/29/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3456199	PRIMARY WAVE MUSIC PUBLISHING	
Registration Number:	3745677	PRIMARY WAVE MUSIC PUBLISHING	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/383772		
NAME OF SUBMITTER:	Laura Kees		

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Signature:	/Laura Kees/
Date:	05/02/2013
Total Attachments: 4 source=Primary Wave Trademark Security Agreement#page1.tif source=Primary Wave Trademark Security Agreement#page2.tif source=Primary Wave Trademark Security Agreement#page3.tif source=Primary Wave Trademark Security Agreement#page4.tif	

GRANT OF SECURITY INTEREST IN  
PATENTS AND TRADEMARKS

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FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Primary Wave Music Publishing LLC, a New York limited liability company (the "Grantor"), with principal offices at 116 E 16<sup>th</sup> St, Floor 9, New York, New York 10003, on this 30th day of April, 2013, hereby assigns and grants to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent for the Secured Parties (the "Grantee") with principal offices at 11 Madison Avenue, New York, New York 10010, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Fifth Amendment and Restated Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 30, 2013 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

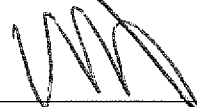
This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Patents and Trademarks as of the date referenced above.

PRIMARY WAVE MUSIC PUBLISHING  
LLC, as Grantor

By:   
Name: Lawrence Mestel  
Title: President and Chief Executive Officer

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 29<sup>th</sup> day of April, 20 13, before me personally came Lawrence Mestel who, being by me duly sworn, did state as follows: that he is the President & CEO of Primary Wave Music Publishing LLC, that he is authorized to execute the foregoing Grant on behalf of said Limited Liability Co. and that he did so by authority of the Members of said Limited Liability Co.

  
Notary Public

DIANE SUE NATANSON  
Notary Public, State of New York  
No. 31-4733708  
Qualified in New York County  
Term Expires 3/31/15

TRADEMARKS

<b>Trademark</b>	<b>Applic./Reg. #</b>	<b>Date of Applic./Reg.</b>	<b>Class</b>	<b>Owner</b>
PRIMARY WAVE MUSIC PUBLISHING	3,456,199	7/1/2008	45	Primary Wave Music Publishing LLC
PRIMARY WAVE & Design	3,745,677	2/9/2010	45	Primary Wave Music Publishing LLC

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.