

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |   |
|-----------------------|---|
| SUBMISSION TYPE:      | NEW ASSIGNMENT  |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses) "Effective as of June 25, 2013" |

CONVEYING PARTY DATA

| Name                               | Formerly | Execution Date | Entity Type                             |
|------------------------------------|----------|----------------|---|
| Concord Participation Holdings LLC |          | 06/21/2013     | LIMITED LIABILITY COMPANY: DELAWARE     |
| Concord Music Group, Inc.          |          | 06/21/2013     | CORPORATION: DELAWARE                   |
| Concord Music Group LLC            |          | 08/21/2013     | Limited liability corporation: DELAWARE |
| Specialty Records, Inc.            |          | 06/21/2013     | CORPORATION: CALIFORNIA                 |
| Starcon, LLC                       |          | 06/21/2013     | LIMITED LIABILITY COMPANY: DELAWARE     |
| New Rounder LLC                    |          | 06/21/2013     | LIMITED LIABILITY COMPANY: CALIFORNIA   |

RECEIVING PARTY DATA

*Delaware*

|                 |  |
|-----------------|--|
| Name:           | JPMorgan Chase Bank, N.A. (as Administrative Agent and Issuing Bank) |
| Street Address: | 2029 Century Park East, 38th Floor                                   |
| City:           | Los Angeles  |
| State/Country:  | CALIFORNIA   |
| Postal Code:    | 90067  |
| Entity Type:    | National banking association: UNITED STATES                          |

PROPERTY NUMBERS Total: 59

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 2671523 |            |
| Registration Number: | 1916304 |            |
| Registration Number: | 1748291 |            |
| Registration Number: | 0996463 |            |
| Registration Number: | 1537289 | BLUESVILLE |
| Registration Number: | 3276790 | BREATHE    |

CH \$1490.00 2671523

|                      |         |                         |
|----------------------|---------|-------------------------|
| Registration Number: | 2639102 | CONCORD                 |
| Registration Number: | 1466205 | CONTEMPORARY            |
| Registration Number: | 1430992 | CROSSOVER               |
| Registration Number: | 1916305 | ENTERPRISE              |
| Registration Number: | 0998245 | FANTASY                 |
| Registration Number: | 1919476 | FANTASY                 |
| Registration Number: | 3052905 | F FEINERY               |
| Registration Number: | 3052906 | FEINERY                 |
| Registration Number: | 1819747 | GOOD TIME JAZZ          |
| Registration Number: | 3115850 | HEADS UP                |
| Registration Number: | 1746951 | J.A.T.P.                |
| Registration Number: | 1694087 | JAZZ                    |
| Registration Number: | 3026179 | JAZZ MOODS              |
| Registration Number: | 3708348 | JAZZLAND                |
| Registration Number: | 2003261 | KICKING MULE            |
| Registration Number: | 1254431 | MILESTONE               |
| Registration Number: | 2758673 | M MILESTONE             |
| Registration Number: | 2996468 | MILESTONE               |
| Registration Number: | 2766625 | NEON TONIC              |
| Registration Number: | 2761483 | NEON TONIC              |
| Registration Number: | 1717594 | ORIGINAL BLUES CLASSICS |
| Registration Number: | 1745613 | ORIGINAL JAZZ CLASSICS  |
| Registration Number: | 2246045 | P                       |
| Registration Number: | 3089328 | PABLO                   |
| Registration Number: | 1021946 | PABLO                   |
| Registration Number: | 1033716 | PABLO                   |
| Registration Number: | 3089327 | PABLO                   |
| Registration Number: | 1312147 | PICANTE                 |
| Registration Number: | 1201855 | PRESTIGE                |
| Registration Number: | 3089326 | PRESTIGE                |
| Registration Number: | 0798407 | PRESTIGE                |
| Registration Number: | 3089325 | PRESTIGE                |
| Registration Number: | 1933149 | RESPECT                 |
| Registration Number: | 1430081 | RIVERSIDE               |
| Registration Number: | 3930519 | SIX PACK                |

|                      |          |                      |
|----------------------|----------|----------------------|
|                      | 1813531  | SPECIALTY            |
| Registration Number: | 0868198  | STAX                 |
| Registration Number: | 2908873  | STAX                 |
| Registration Number: | 1662239  | STAX                 |
| Registration Number: | 0971347  | STAX RECORDS         |
| Registration Number: | 3089324  | TAKOMA               |
| Registration Number: | 1022529  | TAKOMA               |
| Registration Number: | 1583495  | TELARC               |
| Registration Number: | 1584463  | TELARC DIGITAL       |
| Registration Number: | 1954782  | THAT'S WHAT SHE SAID |
| Registration Number: | 2000125  | TRU SOUND            |
| Registration Number: | 2035090  | TRUTH                |
| Serial Number:       | 85503506 | TUNEUP               |
| Registration Number: | 0868197  | VOLT                 |
| Registration Number: | 1881940  | VOLT                 |
| Registration Number: | 3047646  | WATTSTAX             |
| Registration Number: | 1933150  | WE PRODUCE           |
| Registration Number: | 3740510  | CONCORD MUSIC GROUP  |

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-739-5723

Email: trademarks@morganlewis.com, chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 066397-0509          |
| NAME OF SUBMITTER:      | Carolyn Himmelfarb   |
| Signature:              | /Carolyn Himmelfarb/ |
| Date:                   | 06/28/2013           |

Total Attachments: 25

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**TRADEMARK**  
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TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

as of June 25, 2013

WHEREAS, CONCORD PARTICIPATION HOLDINGS LLC, a Delaware limited liability company (the "Borrower"), CONCORD MUSIC GROUP INC, a Delaware corporation ("CMGINC"), CONCORD MUSIC GROUP, LLC, a Delaware limited liability corporation ("CMGLLC"), SPECIALTY RECORDS, INC., a California corporation ("SRI"), STARCON, LLC, a Delaware limited liability company ("StarCon"), and NEW ROUNDNER LLC, a Delaware limited liability company ("Rounder," and together with CMGINC, CMGLLC, SRI and StarCon, the "Guarantors"; and together with the Borrower, each, a "Grantor" and collectively, the "Grantors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, 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 thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, to the extent of the applicable Grantor's rights, title and interest therein but in all cases excluding Excluded Assets, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, concurrently herewith, each of the Grantors is entering into that certain Credit, Security, Pledge and Guaranty Agreement, dated as of June 25, 2013 (as the same may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement), among the Borrower, the Guarantors and the other guarantors referred to therein, the lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent"), and as issuing bank (in such capacity, the "Issuing Bank"), pursuant to which the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, letters of credit for the account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted a first priority security interest to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, in and to all personal property of the Grantors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses

listed on Schedule 2 hereto), whether or not in possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, in each case subject only to Permitted Encumbrances.

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

(i) each Grantor does hereby grant a first priority security interest to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, in and to all such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances.

For purposes hereof, the term "Trademark Collateral" shall include all of the items and/or types of property listed in (i) through (iii) below:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Grantors agree to deliver updated copies of Schedule 1 and Schedule 2 to the Administrative Agent within forty-five (45) days after the end of any quarter in which the Grantors register or otherwise adopt or acquire any Trademark not listed on Schedule 1 hereto or enter into any Trademark license not listed on Schedule 2 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all

cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each of the Grantors agrees that if such Grantor knows or has reason to know that (i) any Person has performed any act (which, for purposes hereof, may include an assertion of rights), which such Grantor reasonably believes constitutes a material infringement of any Trademark necessary to the normal conduct of such Grantor's business, or materially violates or infringes any right therein of such Grantor or (ii) any Person has performed any act which such Grantor reasonably believes constitutes an unauthorized or unlawful use of any Trademark necessary to the normal conduct of such Grantor's business, then and in any such event, such Grantor shall promptly notify the Administrative Agent and shall take such actions as it deems appropriate under the circumstances and consistent with good business judgment to protect such Trademark Collateral; provided, however, that if an Event of Default shall have occurred and be continuing, the Administrative Agent shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to protect the Trademark Collateral, in its own name, in the name of such Grantor, or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Grantors and the Administrative Agent further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments to make Loans under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors, as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which any Grantor is a party, such Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

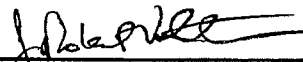
[Signature Pages Follow]



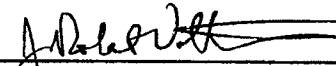
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of June 21, 2013 and effective as of the date first set forth above.

GRANTORS:

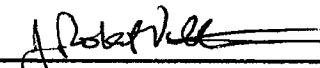
CONCORD PARTICIPATION HOLDINGS LLC

By   
Name: J. Robert Valentine  
Title: Chief Financial Officer and Treasurer

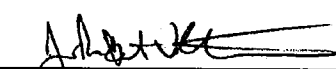
CONCORD MUSIC GROUP LLC

By   
Name: J. Robert Valentine  
Title: Chief Financial Officer and Treasurer

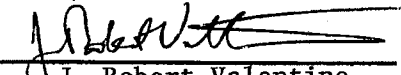
CONCORD MUSIC GROUP, INC.

By   
Name: J. Robert Valentine  
Title: Chief Financial Officer and Treasurer

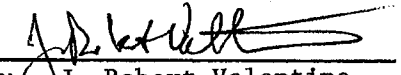
SPECIALTY RECORDS, INC.

By   
Name: J. Robert Valentine  
Title: Chief Financial Officer and Treasurer

STARCON, LLC

By   
Name: J. Robert Valentine  
Title: Chief Financial Officer and Treasurer

NEW ROUNDER LLC

By   
Name: J. Robert Valentine  
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005064 FRAME: 0031

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On JUNE 21, 2013, before me, Carol J. Delfosse-Kidd, Notary Public, personally appeared JOHN ROBERT VALENTINE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Carol J. Delfosse-Kidd* [SEAL]




[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005064 FRAME: 0032

ACCEPTED:

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

By   
Name: **Darlan A. Singer**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005064 FRAME: 0033**






Schedule 1  
to Trademark Security Agreement

TRADEMARKS

| <u>Country</u> | <u>Owner</u> | <u>Application<br/>No.</u> | <u>Registration No.</u> | <u>Date of<br/>Registration</u> | <u>Trademark</u> |
|----------------|--------------|----------------------------|-------------------------|---------------------------------|------------------|
|----------------|--------------|----------------------------|-------------------------|---------------------------------|------------------|

**Schedule 3.8(b)**  
**Trademarks-Material Music Product**

**CONCORD MUSIC GROUP, INC. – DOMESTIC TRADEMARKS**





| CONCORD MUSIC GROUP, INC.<br>Mark   | International Class(es) | Application No.<br><hr/> Filing Date | Registration No.<br><hr/> Registration Date |
|---|-------------------------|--------------------------------------|---|
|    | 9                       | 76310224<br>10-SEP-2001              | 2671523<br>07-JAN-2003                      |
|    | 9                       | 74577277<br>23-SEP-1994              | 1916304<br>05-SEP-1995                      |
|   | 9                       | 74279380<br>29-MAY-1992              | 1748291<br>26-JAN-1993                      |
|  | 9                       | 72431658<br>03-AUG-1972              | 0996463<br>22-OCT-1974                      |
| BLUESVILLE  | 9                       | 73751394<br>12-SEP-1988              | 1537289<br>02-MAY-1989                      |
| BREATHE   | 9                       | 78608917<br>14-APR-2005              | 3276790<br>07-AUG-2007                      |
| CONCORD   | 9                       | 76310223<br>10-SEP-2001              | 2639102<br>22-OCT-2002                      |
|  | 9                       | 77346258<br>06-DEC-2007              | 3740510<br>19-JAN-2010                      |
| CONTEMPORARY  | 9                       | 73609639<br>15-JUL-1986              | 1466205<br>24-NOV-1987                      |


| CONCORD MUSIC GROUP, INC.<br>Mark   | International<br>Class(es) | Application<br>No.<br><hr/> Filing Date | Registration<br>No.<br><hr/> Registration<br>Date |
|---|----------------------------|---|---|
| CROSSOVER   | 9                          | 73613361<br>06-AUG-1986                 | 1430992<br>03-MAR-1987                            |
| ENTERPRISE  | 9                          | 74577280<br>23-SEP-1994                 | 1916305<br>05-SEP-1995                            |
| FANTASY   | 9                          | 72431479<br>02-AUG-1972                 | 0998245<br>12-NOV-1974                            |
|    | 9                          | 74577680<br>23-SEP-1994                 | 1919476<br>19-SEP-1995                            |
|    | 9                          | 76631086<br>11-FEB-2005                 | 3052905<br>31-JAN-2006                            |
| FEINERY   | 9                          | 76631087<br>11-FEB-2005                 | 3052906<br>31-JAN-2006                            |
| GOOD TIME JAZZ  | 9                          | 74375415<br>05-APR-1993                 | 1819747<br>08-FEB-1994                            |
| HEADS UP  | 9                          | 76643074<br>18-JUL-2005                 | 3115850<br>18-JUL-2006                            |
| J.A.T.P.  | 9                          | 74278614<br>26-MAY-1992                 | 1746951<br>19-JAN-1993                            |
|  | 9                          | 74100255<br>26-SEP-1990                 | 1694087<br>16-JUN-1992                            |
| JAZZ MOODS  | 9                          | 76620355<br>12-NOV-2004                 | 3026179<br>13-DEC-2005                            |
| JAZZLAND  | 9                          | 77715872<br>16-APR-2009                 | 3708348<br>10-NOV-2009                            |
| KICKING MULE  | 9                          | 75021368<br>17-NOV-1995                 | 2003261<br>24-SEP-1996                            |

| CONCORD MUSIC GROUP, INC.<br>Mark   | International Class(es) | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---|-------------------------|--------------------------------|---------------------------------------|
| <br>Milestone  | 9                       | 73381009<br>20-AUG-1982        | 1254431<br>18-OCT-1983                |
| <br>Milestone  | 9                       | 76465211<br>07-NOV-2002        | 2758673<br>02-SEP-2003                |
| MILESTONE   | 9                       | 76563215<br>20-NOV-2003        | 2996468<br>20-SEP-2005                |
| NEON TONIC  | 9                       | 76464251<br>04-NOV-2002        | 2766625<br>23-SEP-2003                |
| <br>NEON TONIC | 9                       | 76464250<br>04-NOV-2002        | 2761483<br>09-SEP-2003                |
|              | 9                       | 74094763<br>04-SEP-1990        | 1717594<br>22-SEP-1992                |
|              | 9                       | 74235154<br>06-JAN-1992        | 1745613<br>12-JAN-1993                |
|              | 41                      | 75458574<br>27-MAR-1998        | 2246045<br>18-MAY-1999                |
| PABLO   | 9                       | 76639949<br>02-JUN-2005        | 3089328<br>09-MAY-2006                |
| PABLO   | 9                       | 73037430<br>18-NOV-1974        | 1021946<br>07-OCT-1975                |
|              | 9                       | 73046211<br>10-MAR-1975        | 1033716<br>17-FEB-1976                |

| CONCORD MUSIC GROUP, INC.<br>Mark   | International Class(es) | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---|-------------------------|--------------------------------|---------------------------------------|
|    | 9                       | 76639948<br>02-JUN-2005        | 3089327<br>09-MAY-2006                |
| PICANTE   | 9                       | 73457694<br>19-DEC-1983        | 1312147<br>01-JAN-1985                |
| PRESTIGE  | 9                       | 73295519<br>03-FEB-1981        | 1201855<br>20-JUL-1982                |
| PRESTIGE  | 9                       | 76639947<br>02-JUN-2005        | 3089326<br>09-MAY-2006                |
|    | 9                       | 72209109<br>30-DEC-1964        | 0798407<br>02-NOV-1965                |
|  | 9                       | 76639946<br>02-JUN-2005        | 3089325<br>09-MAY-2006                |
| RESPECT   | 9                       | 74601862<br>22-NOV-1994        | 1933149<br>07-NOV-1995                |
| RIVERSIDE   | 9                       | 73609638<br>15-JUL-1986        | 1430081<br>24-FEB-1987                |
| SIX PACK  | 9                       | 77924176<br>29-JAN-2010        | 3930519<br>15-MAR-2011                |
|  | 9                       | 74367764<br>15-MAR-1993        | 1813531<br>28-DEC-1993                |
| STAX  | 9                       | 72309085<br>07-OCT-1968        | 0868198<br>15-APR-1969                |
| STAX  | 41                      | 75421569<br>22-JAN-1998        | 2908873<br>07-DEC-2004                |



| CONCORD MUSIC GROUP, INC.<br>Mark   | International Class(es) | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---|-------------------------|--------------------------------|---------------------------------------|
|    | 9                       | 74044301<br>30-MAR-1990        | 1662239<br>29-OCT-1991                |
|    | 9                       | 72419377<br>24-MAR-1972        | 0971347<br>23-OCT-1973                |
| TAKOMA  | 9                       | 76639945<br>02-JUN-2005        | 3089324<br>09-MAY-2006                |
| TAKOMA  | 9                       | 73018658<br>12-APR-1974        | 1022529<br>14-OCT-1975                |
| TELARC  | 9                       | 73813219<br>18-JUL-1989        | 1583495<br>20-FEB-1990                |
|  | 9                       | 73813287<br>18-JUL-1989        | 1584463<br>27-FEB-1990                |
|  | 16                      | 74636870<br>15-FEB-1995        | 1954782<br>06-FEB-1996                |
| TRU SOUND   | 9                       | 75021367<br>17-NOV-1995        | 2000125<br>10-SEP-1996                |
| TRUTH   | 9                       | 74723731<br>01-SEP-1995        | 2035090<br>04-FEB-1997                |
| TUNEUP  | 9                       | 85503506<br>23-DEC-2011        |                                       |
| VOLT  | 9                       | 72309084<br>07-OCT-1968        | 0868197<br>15-APR-1969                |

| CONCORD MUSIC GROUP, INC.<br>Mark   | International Class(es) | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---|-------------------------|--------------------------------|---------------------------------------|
| <br>VOLT | 9                       | 74457505<br>12-NOV-1993        | 1881940<br>07-MAR-1995                |
| WATTSTAX  | 9                       | 76593659<br>20-MAY-2004        | 3047646<br>24-JAN-2006                |
| WE PRODUCE  | 9                       | 74601909<br>22-NOV-1994        | 1933150<br>07-NOV-1995                |

**CONCORD MUSIC GROUP, INC. - FOREIGN TRADEMARKS (FANTASY)**

| Description of Mark                                  | Registration Number | Registration Date |
|--|---------------------|-------------------|
| Fantasy (word) – Andorra                             | 19,542              | February 5, 2003  |
| J.A.T.P. (word) – Andorra                            | 19,547              | February 5, 2003  |
| Milestone (word) – Andorra                           | 19,543              | February 5, 2003  |
| Prestige (word) – Andorra                            | 20,472              | February 6, 2004  |
| Riverside (word) – Andorra                           | 19,546              | February 5, 2003  |
| Stax (word) – Andorra                                | 19,545              | February 5, 2003  |
| Circle F (design) – Argentina                        | 731,711 Renewal     | April 19, 1999    |
| Fantasy (word) – Argentina                           | 1,665,524 Renewal   | April 17, 1998    |
| Milestone and Circle M (word and design) – Argentina | 1,594,289 Renewal   | March 21, 1996    |
| Prestige (word) – Argentina                          | 1,551,205           | January 31, 1995  |
| Stax (word) – Argentina                              | 007,691             | January 26, 2005  |
| Fantasy (word) – Australia                           | 447,329             | June 24, 1986     |
| Milestone and Circle M (word and design) - Australia | 447,328             | June 24, 1986     |
| Pablo and Dog (word and design) - Australia          | 287,390             | May 19, 1975      |

|   |             |                    |
|---|-------------|--------------------|
| Prestige and Arrows (word and design) - Australia     | 447,330     | June 24, 1986      |
| Stax (word) – Australia                               | 208,921     | March 20, 1974     |
| Stax Hand (design) – Australia                        | 257,366     | April 7, 1979      |
| Stax Records and Hand (word and design) - Australia   | 268,946     | May 31, 1980       |
| Volt (word) – Australia                               | 637,977     | August 16, 1994    |
| Volt and Lightning Bolt (word and design) - Australia | 637,978     | August 16, 1994    |
| Fantasy and Circle F (word and design) - Austria      | 101,838     | February 7, 1983   |
| Good-Time Jazz (word) – Austria                       | 149,129     | September 14, 1993 |
| Pablo (word) – Austria                                | 81,150      | November 3, 1975   |
| Prestige and Arrows (word and design) - Austria       | 102,654     | May 31, 1983       |
| Stax and Hand (word and design) - Austria             | 121,165     | September 7, 1988  |
| Circle F (design) – Bahamas                           | 13,039      | August 17, 1988    |
| Fantasy (word) – Bahamas                              | 13,011      | July 29, 1988      |
| Fantasy (word) – Benelux                              | 382,977     | June 10, 1982      |
| Milestone and Circle M (word and design) - Benelux    | 324,669     | August 20, 1974    |
| Original Blues Classics (word) – Benelux              | 504,857     | November 8, 1991   |
| Original Jazz Classics (word) – Benelux               | 504,856     | November 8, 1991   |
| Pablo and Dog (word and design) - Benelux             | 333,221     | June 13, 1975      |
| Prestige and Arrows (word and design) - Benelux       | 383,455     | June 10, 1982      |
| Stax (word) – Benelux                                 | 107,178     | December 31, 1979  |
| Stax and Hand (word and design) - Benelux             | 319,182     | June 4, 1983       |
| Circle F (design) – Brazil                            | 814,034,586 | February 5, 1991   |
| Enterprise and Stylized E (word and design) - Brazil  | 720,095,514 | October 27, 1981   |
| Fantasy (word) – Brazil                               | 814,034,594 | July 23, 1996      |
| Stax (word) – Brazil                                  | 6,953,840   | July 25, 1979      |
| Stax Hand (design) – Brazil                           | 6,215,297   | January 10, 1986   |

|  |                |                    |
|--|----------------|--------------------|
| Bluesville (word) – Canada                                     | 590,305        | September 19, 2003 |
| Contemporary (word) – Canada                                   | 590,238 Tma    | September 18, 2003 |
| Enterprise and Stylized E (word and design) - Canada           | 212,543        | March 5, 1976      |
| Fantasy (word) – Canada  | 194,164        | September 21, 1973 |
| Milestone and Circle M (word and design) - Canada              | 205,900        | March 21, 1975     |
| Prestige and Arrows (word and design) - Canada                 | 187,788        | January 12, 1973   |
| Stax (word) – Canada   | 154,745        | December 22, 1982  |
| Stax and Hand (word and design) - Canada                       | 212,443        | February 27, 1976  |
| Fantasy (word) – Chile   | 501,232        | January 14, 1998   |
| Stax (word) – Chile  | 611,149        | November 29, 2001  |
| Arrows (design) - China (PRC)                                  | 3,259,677      | September 21, 2003 |
| Hand (design) - China (PRC)                                    | 1,191,628      | July 14, 1998      |
| Stax (word) - China (PRC)                                      | 1,983,365      | February 7, 2003   |
| Dog (design) – Denmark   | 340-1978       | January 27, 1988   |
| Fantasy (word) – Denmark                                       | 1,436-1984     | April 13, 1984     |
| Milestone and Circle M (word and design) - Denmark             | 805-1975       | February 21, 1975  |
| Original Blues Classics and Square (word and design) – Denmark | 5,885          | July 3, 1992       |
| Original Jazz Classics and Square (word and design) – Denmark  | 5,886          | July 3, 1992       |
| Pablo (word) – Denmark   | VR 000105 2002 | January 9, 2002    |
| Stax (word) – Denmark  | 3,061-1970     | October 2, 1970    |
| Fantasy (word) – Ecuador                                       | 832 Renewal    | May 4, 1972        |
| Prestige and Arrows (word and design) - Ecuador                | 143-73         | December 16, 1971  |
| Bluesville (word) - European Union                             | 1,096,452      | March 2, 1999      |
| Hand (design) - European Union                                 | 1,298,215      | August 31, 1999    |
| Fantasy (word) - European Union                                | 225,748        | April 10, 1996     |
| Jazzland (word) - European Union                               | 2,524,056      | July 27, 2004      |

|  |               |                    |
|--|---------------|--------------------|
| Milestone (word) - European Union                                    | 2,524,080     | December 24, 2001  |
| Prestige (word) - European Union                                     | 2,524,064     | December 24, 2001  |
| Stax (word) - European Union   | 1,298,207     | August 31, 1999    |
| Stax and Hand (word and design) - European Union                     | 229,617       | April 15, 1996     |
| Stax and Pile (word and design) - European Union                     | 1,298,165     | September 3, 1999  |
| JATP Man and Trumpet (design) – France                               | 551,798-95    | January 2, 1995    |
| Fantasy (word) – France  | 708,890-97    | December 15, 1997  |
| J.A.T.P. (word) – France   | 551,799-95    | January 2, 1995    |
| Milestone and Circle M (word and design) - France                    | 1,265,364     | March 15, 1984     |
| Original Blues Classics and Square (word and design) – France        | 1,708,236     | November 27, 1991  |
| Original Jazz Classics and Square (word and design) – France         | 1,708,235     | November 27, 1991  |
| Pablo and Dog (word and design) - France                             | 1,308,629     | May 9, 1985        |
| Stax and Hand (word and design) - France                             | 1,242,481     | April 28, 1983     |
| CR Contemporary Records and Record Label (word and design) – Germany | 891,209       | December 4, 1970   |
| Circle F (design) – Germany  | 1,125,728     | January 7, 1988    |
| Fantasy and Circle F (word and design) - Germany                     | 1,142,641     | October 31, 1988   |
| Milestone and Circle M (word and design) - Germany                   | 1,071,026     | March 14, 1984     |
| Pablo and Dog (word and design) - Germany                            | 952,577       | June 23, 1975      |
| Prestige and Arrows (word and design) - Germany                      | 899,438       | December 3, 1971   |
| Volt and Bolt (word and design) - Germany                            | 39,715,899    | July 8, 1997       |
| Fantasy (word and design) - Hong Kong                                | 2,844-95      | August 14, 1992    |
| Original Jazz Classics and Square (word and design) - Hong Kong      | 14,180- 2003B | December 12, 1997  |
| Prestige and Arrows (word and design) - Hong Kong                    | 24-1974       | April 26, 1972     |
| Stax and Hand (word and design) - Hong Kong                          | 1,879-1993    | May 20, 1993       |
| Stax (word) - India  | 1,044,595     | September 14, 2001 |
| Fantasy (word) – Israel  | 35,009        | February 16, 1972  |

|  |                        |                    |
|--|------------------------|--------------------|
| Prestige and Arrows (word and design) - Israel               | 34,759                 | December 22, 1971  |
| Stax and Hand (word and design) – Israel                     | 68,294                 | September 12, 1991 |
| Hand (design) – Italy  | 638,908                | April 7, 1972      |
| Original Blues Classics and Square (word and design) – Italy | 636,798                | January 9, 1992    |
| Original Jazz Classics and Square (word and design) – Italy  | 636,797                | January 9, 1992    |
| Pablo and Dog (word and design) – Italy                      | 714,165 Renewal        | May 19, 1975       |
| Prestige and Arrows (word and design) - Italy                | Renewal 628,478        | December 30, 1971  |
| Stax and Hand (word and design) – Italy                      | 715-RM2003C            | March 26, 2003     |
| Stax and Hand (word and design) – Italy                      | 662,418 Renewal        | June 15, 1973      |
| Volt and Lightning (word and design) - Italy                 | 638,907                | April 7, 1972      |
| Fantasy (word) – Jamaica                                     | 31,241                 | May 7, 1997        |
| Stax Hand (design) – Jamaica                                 | 15,098                 | April 11, 1979     |
| Bluesville (word) – Japan                                    | 4,388,814              | June 2, 2000       |
| Bluesville (word) – Japan                                    | 3,328,306              | July 4, 1997       |
| Volt and Lightning (word and design) - Japan                 | 2,577-382              | September 30, 1993 |
| Contemporary (word) – Japan                                  | 2,683,766              | July 29, 1994      |
| Contemporary CR (design) – Japan                             | 1,831,890              | July 19, 2005      |
| Arrows (design) – Japan                                      | 946,009                | January 22, 1972   |
| Circle F in Circle F (design) – Japan                        | 1,105,384              | February 3, 1975   |
| Circle F (design) – Japan                                    | 1,105,383              | February 3, 1975   |
| Man and Trumpet (design) – Japan                             | 4,367,212              | March 10, 2000     |
| Stax Hand (design) – Japan                                   | 4,425,609              | October 20, 2000   |
| Galaxy (word) – Japan  | 613,319                | May 20, 1963       |
| J.A.T.P. (word) – Japan                                      | 5,438,852<br>(renewal) | March 10, 2000     |
| Jazz (Stylized) and Rectangle (word and design) – Japan      | 4,005,260              | May 30, 1997       |
| Jazzland (word) – Japan                                      | 4,342,907              | December 10, 1999  |

|   |                |                   |
|---|----------------|-------------------|
| Man & Trumpet Design - Japan                                      | 5,438,853      | March 10, 2000    |
| Prestige (word) – Japan   | 1,433,488      | August 28, 1980   |
| Riverside Microphone & Reels (design) – Japan                     | 21,811-1988 Sn | March 1, 1988     |
| Stax (word) – Japan   | 808,523        | February 24, 1979 |
| Stax and Pile (word and design) – Japan                           | 4,453,955      | February 16, 2001 |
| Volt (word) – Japan   | 3,260,523      | February 24, 1997 |
| Volt and Katakana (word and design) - Japan                       | 1,319,019      | January 13, 1978  |
| Fantasy (word) - South Korea                                      | 400,806        | March 26, 1998    |
| Original Jazz Classics and Square (word and design) - South Korea | 582,857        | May 18, 2004      |
| Prestige and Arrows (word and design) - South Korea               | 400,809        | March 26, 1998    |
| Fantasy (word) – Malaysia   | 005,104-97     | April 21, 1997    |
| Milestone (word) – Malaysia                                       | 97,005,105     | April 21, 1997    |
| Original Jazz Classics and Square (word and design) – Malaysia    | 97,005,106     | February 27, 2004 |
| Stax and Hand (word and design) - Malaysia                        | 97,005,103     | April 21, 1997    |
| Fantasy (word) – Mexico   | 299,429        | October 26, 1983  |
| Fantasy (word) – Mexico   | 306,916        | October 26, 1983  |
| Milestone (word) – Mexico   | 348,681        | February 3, 1988  |
| Milestone (word) – Mexico   | 350,168        | July 8, 1988      |
| Prestige and Arrows (word and design) - Mexico                    | 350,815        | February 8, 1988  |
| Prestige and Arrows (word and design) - Mexico                    | 348,789        | February 8, 1988  |
| Stax (word) – Mexico  | 763,560        | August 1, 2001    |
| Stax (word) - Netherland Antilles                                 | 00,766 Renew   | November 21, 1969 |
| Stylized CR Contemporary (design) – New Zealand                   | 607,749        | February 4, 2000  |
| Circle F (design) - New Zealand                                   | 177,233        | January 28, 1988  |
| Fantasy (word) - New Zealand                                      | 177,232        | January 28, 1988  |
| Good Time Jazz (word) - New Zealand                               | 256,195        | November 23, 1995 |

|   |                |                    |
|---|----------------|--------------------|
| Stax and Hand (word and design) - New Zealand                   | 104,458        | June 5, 1980       |
| Fantasy (word) – Norway   | 85,738         | August 10, 1972    |
| Jazzland (word) – Norway  | 03,150-2003    | April 1, 2003      |
| Original Blues Classics and Square (word and design) – Norway   | 158,424        | August 12, 1993    |
| Original Jazz Classics and Square (word and design) – Norway    | 158,425        | August 12, 1993    |
| Pablo (word) – Norway   | 96,231         | April 1, 1976      |
| Prestige and Arrows (word and design) - Norway                  | 6,870-2003     | July 22, 2003      |
| Prestige and Arrows (word and device) - Norway                  | 89,133         | September 13, 1973 |
| Stax (word) – Norway  | 80,741         | December 16, 1980  |
| Fantasy (word) – Philippines                                    | 001,174-4-1998 | December 23, 2004  |
| Stax Records and Hand (word and design) - Philippines           | 104,563 4-1995 | June 23, 2000      |
| Fantasy (word) - South Africa                                   | 1,047-B72      | February 11, 1972  |
| Milestone and Circle M (word and design) - South Africa         | 1,378-74       | March 19, 1974     |
| Pablo and Dog (word and design) - South Africa                  | 2,584-B75      | May 21, 1975       |
| Prestige (word) - South Africa                                  | 9,886-95       | August 2, 1995     |
| Stax (word) - South Africa                                      | 5,321-69       | November 10, 1979  |
| Fantasy (word) – Singapore                                      | 3,427-97       | March 26, 1997     |
| Original Jazz Classics and Square (word and design) – Singapore | 3,425-T97-B    | January 15, 1999   |
| Prestige and Arrows (word and design) - Singapore               | 3,426 J-T97    | March 26, 1997     |
| Stax and Hand (word and design) - Singapore                     | 3,423/T97      | March 26, 1997     |
| Original Blues Classics and Square (word and design) – Spain    | 1,676,134      | December 27, 1991  |
| Original Jazz Classics and Square (word and design) – Spain     | 1,676,135      | December 27, 1991  |
| Pablo and Dog (word and design) – Spain                         | 790,040        | May 19, 1975       |
| Stax (word) – Spain   | 602,362        | November 18, 1969  |
| Stax Hand (design) – Spain                                      | 672,913        | February 8, 1974   |
| Volt and Lightning (word and design) – Spain                    | 672,543        | February 24, 1975  |



|   |                 |                   |
|---|-----------------|-------------------|
| Original Blues Classics and Square (word and design) – Sweden         | 305,425         | October 27, 1995  |
| Original Jazz Classics and Square (word and design) – Sweden          | 305,257         | October 20, 1995  |
| Pablo and Dog (word and design) – Sweden                              | 153,735         | December 19, 1975 |
| Prestige and Arrows (word and design) – Sweden                        | 142,652         | April 13, 1973    |
| Stax and Hand (word and design) – Sweden                              | 221,041         | February 15, 1991 |
| Enterprise and Stylized E (word and design) – Switzerland             | 397,976         | April 18, 1992    |
| Fantasy and Circle F (word and design) – Switzerland                  | Renewal 398,594 | May 5, 1972       |
| Milestone (word) – Switzerland  | 445,230         | March 26, 1997    |
| Pablo and Dog (word and design) – Switzerland                         | 277,169         | May 20, 1975      |
| Pabo and Dog (word and design) – Switzerland                          | 415,719         | October 22, 1993  |
| Prestige and Arrows (word and design) – Switzerland                   | 256,313         | December 13, 1991 |
| Stax (Word) – Switzerland   | 242,603         | November 17, 1969 |
| Stax and Hand (word and design) - Switzerland                         | 403,444         | January 15, 1993  |
| Volt and Bolt (word and design) - Switzerland                         | 397,978         | April 18, 1992    |
| Fantasy (word) - Taiwan ROC   | 1,006,671       | July 16, 2002     |
| Original Jazz Classics Square (design) - Taiwan ROC                   | 907,221         | October 1, 2000   |
| Prestige and Arrows (word and design) - Taiwan ROC                    | 821,139         | October 16, 1998  |
| Stax and Hand (word and design) - Taiwan ROC                          | 821,141         | October 16, 1998  |
| Bluesville (word) - United Kingdom                                    | 1,581,752       | August 15, 1994   |
| Contemporary and Cr (word and design) - United Kingdom                | 2,129,635       | April 15, 1997    |
| JATP Man and Trumpet (design) - United Kingdom                        | 2,006,169       | December 30, 1994 |
| Stax Hand (design) - United Kingdom                                   | 2,207,272       | August 31, 1999   |
| J.A.T.P. (word) - United Kingdom                                      | 2,006,170       | December 30, 1994 |
| Milestone and Circle M (word and design) - United Kingdom             | 1,265,933A      | April 29, 1986    |
| Original Blues Classics and Square (word and design) - United Kingdom | 2,120,510       | January 13, 1997  |
| Original Jazz Classics and Square (word and design) - United Kingdom  | 1,493,022       | October 31, 1994  |

|  |            |                   |
|--|------------|-------------------|
| Pablo and Dog (word and design) – United Kingdom                     | 1,046,723B | May 19, 1975      |
| Prestige (word) - United Kingdom                                     | 2,029,212  | August 3, 1995    |
| Prestige and Arrows (word and design) - United Kingdom               | 1,265,934  | April 29, 1986    |
| Specialty and Balloon (word, design, and word mark) - United Kingdom | 1,582,108  | August 17, 1994   |
| Specialty and Wave (word and design) - United Kingdom                | 2,028,169  | July 24, 1995     |
| Stax (word) - United Kingdom   | 2,207,265  | August 31, 1999   |
| Stax and Hand (word and design) – United Kingdom                     | 2,022,913  | June 5, 1995      |
| Stax and Pile (word and design) - United Kingdom                     | 2,207,300  | August 31, 1999   |
| Stax and Records (word and design) - United Kingdom                  | 2,028,170  | July 24, 1995     |
| Takoma (word) - United Kingdom                                       | 2,041,878  | October 17, 1995  |
| Volt (word) - United Kingdom   | 1,582,138  | August 17, 1994   |
| Fantasy (word) – Venezuela   | 109,560-D  | August 15, 1984   |
| Milestone and Circle M (word and design) - Venezuela                 | 89,636     | February 14, 2006 |
| Stax (word) – Venezuela  | 232,009-P  | June 1, 2001      |
| Stax (word) – Venezuela  | 63,854F    | February 17, 1971 |

**CONCORD MUSIC GROUP, INC. - FOREIGN TRADEMARKS (TELARC)**

| Description of Mark     | Date of Registration                 | Registration Number     | Country        |
|-------------------------|--------------------------------------|-------------------------|----------------|
| TELARC DIGITAL W/DESIGN | May 5, 1995                          | 301150                  | Sweden         |
| TELARC & DESIGN         | October 16, 1995                     | 690522                  | Taiwan         |
| TELARC DIGITAL          | December 18, 1996                    | M194C006835             | Italy          |
| TELARC & DESIGN         | May 5, 1995                          | TMA442634               | Canada         |
| TELARC DIGITAL          | September 30, 1994                   | 154610                  | Austria        |
| TELARC                  | Date of Application<br>June 21, 2012 | Application No. 1127606 | European Union |

| Description of Mark                   | Date of Registration | Registration Number | Country               |
|---------------------------------------|----------------------|---------------------|-----------------------|
| TELARC DIGITAL                        | July 21, 1996        | 856699              | China                 |
| TELARC DIGITAL<br>W/DESIGN            | February 7, 1996     | 516441              | Mexico                |
| TELARC DIGITAL                        | June 10, 1996        | 39528068            | Germany               |
| TELARC DIGITAL                        | October 27, 1995     | 95572157            | France                |
| TELARC                                | June 30, 1997        | KOR 59873           | Thailand              |
| TELARC                                | June 3, 1995         | 5010/95             | Singapore             |
| TELARC                                | October 31, 2000     | 196168              | Russian<br>Federation |
| TELARC DIGITAL<br>Device              | September 1, 2000    | 193556              | Russian<br>Federation |
| TELARC                                | April 16, 1992       | 558081              | Taiwan                |
| TELARC                                | November 11, 1992    | 144837              | Austria               |
| TELARC                                | July 9, 1992         | 516729              | Benelux               |
| TELARC                                | August 6, 1993       | 415317              | Canada                |
| TELARC                                | August 6, 1993       | 1507143             | United<br>Kingdom     |
| TELARC                                | October 4, 1993      | 2046254             | Germany               |
| TELARC                                | July 24, 1992        | 02592/94            | Hong Kong             |
| TELARC WITH<br>KATAKANA<br>EQUIVALENT | May 29, 1984         | 1682201             | Japan                 |
| TELARC                                | August 28, 1992      | 428999              | Mexico                |
| TELARC                                | October 23, 1995     | 1713483/8           | Spain                 |
| TELARC                                | December 17, 1999    | A592789             | Australia             |
| TELARC                                | October 8, 1993      | 252403              | Sweden                |
| TELARC                                | December 17, 1992    | 403061              | Switzerland           |

| Description of Mark | Date of Registration | Registration Number | Country           |
|---------------------|----------------------|---------------------|-------------------|
| TELARC              | November 8, 1993     | 278830              | Republic of Korea |
| TELARC              | July 21, 1996        | 856700              | China             |

**TRADEMARK LICENSES**

- 1) Trademark Licensing Agreement dated May 1, 2006 among Peak Records, Inc., as licensor, and Concord Music Group, Inc. and Peacon LLC, as licensees, with respect to the intellectual property rights in and to the name, logos, trademarks and service marks of and pertaining to "Peak Records."
- 2) License dated September 19, 2001 to XM Satellite Radio Inc. (DC) with respect to the BLUESVILLE Trademark granting a non-exclusive license for providing audio programs featuring blues music via satellite.
- 3) License dated October 20, 1999 to Stax Museum of American Soul Music (TN) previously named Ewarton Museum, Inc. with respect to the STAX, SOULSVILLE, and SOULSVILLE U.S.A. etc. trademarks granting a non-exclusive license for STAX-related marks for educational and promotional programs and exhibits; marketing consumer products (excluding sound recordings); music museum, music school, and retail outlet services.

Schedule 2  
to Trademark Security Agreement

TRADEMARK LICENSES

DB1/74553379.2

**RECORDED: 06/28/2013**

**TRADEMARK  
REEL: 005064 FRAME: 0051**