

## 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
Sound Publishing, Inc.		06/28/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Computershare Trust Company of Canada		
Street Address:	11th Floor 100 University Avenue		
City:	Toronto, Ontario		
State/Country:	ONTARIO		
Postal Code:	M5J 2Y1		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75547040	NICKEL ADS	
Serial Number:	75502803	LITTLE NICKEL	
CORRESPONDENCE DATA			
Fax Number:	2503602979		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2503602991		
Email:	pmorgan@pattad.com		
Correspondent Name:	Patterson Adams, Barristers & Solicitors		
Address Line 1:	402-707 Fort Street		
Address Line 4:	Victoria, B.C., CANADA V8W 3G3		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

Address Line 4:

NAME OF SUBMITTER:

Paul G. Morgan

Signature:

/Paul G. Morgan/

Date:

08/09/2013

Total Attachments: 2

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

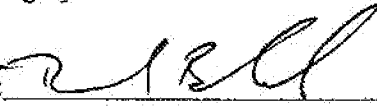
Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 28, 2013 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Computershare Trust Company of Canada (the "Trustee") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the trademarks and trademark applications set forth on Schedule I hereto to the Trustee for the ratable benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Trustee, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

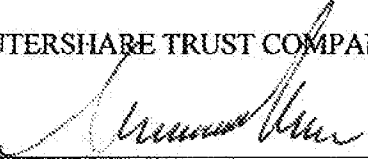
Very truly yours,

SOUND PUBLISHING INC.  
[Obligor]

By:   
Name: DAVID BLACK  
Title: PRESIDENT

Acknowledged and Accepted:

COMPUTERSHARE TRUST COMPANY OF CANADA, as Trustee:

By:   
Name: Mircho Mirchev  
Title: Corporate Trust Officer

  
**Stanley Kwan**  
Associate Trust Officer

TRADEMARK  
REEL: 005088 FRAME: 0728

**SCHEDULE 1**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
75547040	2257347	Nickel Ads
75502803	2334531	Little Nickel