

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
Cash Money Records, Inc.		05/01/1998	CORPORATION: LOUISIANA

RECEIVING PARTY DATA	
Name:	Universal Records, Inc.
Street Address:	1755 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2593429	CASH MONEY RECORDS\$
Registration Number:	2524017	CASH MONEY RECORDS
Registration Number:	2418950	CASH MONEY RECORDS\$
Registration Number:	2418949	CASH MONEY RECORDS

CORRESPONDENCE DATA	
Fax Number:	2125414630
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-541-2341
Email:	nyuspto@bryancave.com
Correspondent Name:	Patricia L. Werner of Bryan Cave LLP
Address Line 1:	1290 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0359715/UNIVERSAL.SEC.AGM
NAME OF SUBMITTER:	Patricia L. Werner

CH \$115.00 2593429

Signature:	/patricialwerner/
Date:	03/05/2014
Total Attachments: 9 source=Reg of Copyright for Universal Records Inc #page1.tif source=Reg of Copyright for Universal Records Inc #page2.tif source=Reg of Copyright for Universal Records Inc #page3.tif source=Reg of Copyright for Universal Records Inc #page4.tif source=Reg of Copyright for Universal Records Inc #page5.tif source=Reg of Copyright for Universal Records Inc #page6.tif source=Reg of Copyright for Universal Records Inc #page7.tif source=Reg of Copyright for Universal Records Inc #page8.tif source=Reg of Copyright for Universal Records Inc #page9.tif	

Exhibit "A"

Security Agreement

Universal Records, Inc. (hereinafter referred to as "Secured Party"), 1755 Broadway, New York, New York 10019 and Cash Money Records, Inc. (hereinafter referred to as "Debtor"), 2815 Division Street, Suite 200, Metairie, Louisiana 70003 hereby agree:

1. Grant of Security Interest.

Debtor and Secured Party have contemporaneously herewith entered into a distribution agreement, (the "Distribution Agreement"), concerning, among other things, the manufacture, sale and distribution by Secured Party and its affiliates of Records to be released on Debtor's record labels (all capitalized terms not defined herein will have the meanings ascribed to them in the Distribution Agreement). Debtor will incur certain monetary obligations to Secured Party in accordance with certain terms and conditions contained in the Distribution Agreement, attached hereto and incorporated herein by reference.

In order to induce Secured Party to enter into the Distribution Agreement and to make the Advances under the Distribution Agreement and to perform its obligations pursuant to the Distribution Agreement, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the collateral described below.

2. Collateral.

The collateral in which a security interest in favor of Secured Party is hereby granted by Debtor (collectively the "Collateral") consists of:

(a) The master recordings contained solely on the Records actually distributed under the Distribution Agreement (the "Masters") (including all physical manifestations thereof) now owned or hereafter acquired by Debtor during the term of the Distribution Agreement, and all of the license and contract rights relating to the Masters.

(b) The "sound recordings" (as defined in 17 USC § 101) contained in the Masters including, but not limited to, the copyrights therein and thereto.

(c) Any derivatives or duplicates of the Masters which are now owned or hereafter acquired by Debtor.

(d) All proceeds of the foregoing, including, but not limited to, any property received by sale, assignment, license or disposition of the Masters.

(e) Any and all monies which become payable to Debtor under the Distribution Agreement.

(f) All inventory now owned or hereafter acquired by Debtor and all proceeds of their sale or other disposition, wherever situated, now or hereafter held by Debtor or in the possession of Secured Party or any of its affiliates.

(g) Debtor's name and logo as utilized on the Records.

Without limitation of the above, the parties intend to create a continuing first priority security interest in the Collateral. With respect to all Collateral which may be classed as tangible goods, the security interest will be a separate security interest arising and attaching in each article of goods when the Debtor obtains possession or rights in such article, and the grant of the security interest renews upon each subsequent occasion when the Debtor obtains possession or rights in articles of such goods.

3. Obligations Secured.

The Collateral is security for the payment in full of:

(a) The Debt as defined in paragraph 13(a) of the Distribution Agreement and all indebtedness and other obligations of Debtor now or hereafter existing or arising under this Security Agreement.

(b) All costs and expenses, including reasonable third party attorney's fees, expended by Secured Party upon enforcement of the Security Agreement, foreclosure on any of the Collateral, or otherwise incurred by Secured Party in any way with respect to its security interests.

Upon the payment in full of all of the foregoing obligations, this Security Agreement will terminate.

4. Representations and Warranties.

Debtor hereby makes the following continuing representations and warranties:

(a) That no lien, security interest, charge or encumbrance has arisen or been granted on or against the Collateral except for the security interest created by this Security Agreement, and no effective financing statement or mortgage of copyright or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office; and that Debtor has not made or suffered, and will not make or suffer, any transfer, pledge, hypothecation or other transactions (except for sales of goods or licenses in the ordinary course of business) which will defeat or diminish the value or priority of the security interest granted hereunder; and that Debtor will not remove the Collateral from those places where the Collateral currently is located without the written consent of Secured Party;

(b) That this Security Agreement creates and grants to Secured Party a valid and perfected first priority security interest in the Collateral and mortgage of copyright on the Collateral, and upon the filing of financing statements, and mortgage of copyright filings in the forms attached hereto as Exhibit "B", such security interests will be perfected and no further filing or other actions are necessary to perfect such security interests;

(c) That the Debtor will, at Debtor's expense, forever warrant and defend Secured Party's interest in the Collateral from all claims and demands of all other persons;

(d) That Debtor will at all times keep said property free of all taxes, assessments, license fees, liens, encumbrances and other charges, and will pay or cause to be paid all such taxes, assessments, license fees and other charges when levied or assessed against the Collateral, or for its use or operation, and will pay or cause to be paid all rents due on premises where the property not in the possession of Secured Party is or may be held. Debtor agrees that in the event it fails to have such sums paid, Secured Party may do so for Debtor, and any payments so advanced or made will be an additional obligation of the Debtor secured hereunder;

(e) That Debtor will cause the Collateral to be kept in a safe place, in good order and repair and will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any part thereof;

(f) That Debtor's principal place of business is located at the address set forth in the beginning of this Security Agreement and will be maintained at that address until Secured Party is otherwise notified in writing of any change; that Debtor also is conducting business at the addresses set forth in Schedule "A" attached hereto; that Debtor does not do and has not done business under any fictitious business names or trade names; that Debtor will notify Secured Party in writing of any new locations where Debtor's business will be conducted prior to the acquisition of such new place of business and of any change in the location of any other place where Debtor's business is conducted prior to making such change;

(g) That Debtor will maintain books and records pertaining to the Collateral in such detail, form and scope as to provide reasonable information for Secured Party to ascertain the value, extent and status of the Collateral and to protect Secured Party's interests secured herein. Secured Party will have the right to inspect the Collateral and Debtor's books at any reasonable time or times during the continuance of this Security Agreement upon forty-eight (48) hours prior written notice from Secured Party to Debtor;

(h) That Debtor is currently solvent and the net saleable value of its assets exceeds the amount of all outstanding liabilities including unliquidated and contingent liabilities;

(i) That Debtor will not use the Collateral in violation of any statute, rule, regulation, law, ordinance or other requirement of any federal, state, county or municipal authority having jurisdiction with respect thereto;

(j) That Debtor will promptly notify Secured Party of any claim against the Collateral adverse to the interest of Secured Party therein;

(k) That Debtor has full power and authority to enter into this Security Agreement, to perform its obligations hereunder and to subject the Collateral to the lien and security interest granted hereunder and the execution and delivery hereof has been properly authorized by all necessary corporate action; and

(l) That this Security Agreement is a valid and binding obligation of Debtor, enforceable in accordance with its terms and neither this Security Agreement nor the fulfillment of its terms infringes upon the rights of any person or entity.

5. Rights and Duties.

(a) At its option, Secured Party may discharge assessments, license fees, taxes, liens, security interests, encumbrances and other charges, or cure any breach of warranties made hereinabove. Debtor agrees to promptly reimburse Secured Party on demand for any payment of any expense incurred by Secured Party pursuant to the foregoing authorization and any payment or advance so incurred will be an additional obligation of Debtor to Secured Party which is secured hereunder. The right of Secured Party to make such payments is purely voluntary and any instance where Secured Party chooses not to exercise the authorization herein will not be a failure of Secured Party to discharge any duty arising out of this Security Agreement and will not alter, modify or otherwise affect any of Secured Party's rights hereunder. Notwithstanding the foregoing, prior to exercising the aforementioned authorization in any instance, Secured Party will provide Debtor with two (2) business days notice before exercising the authorization concerned and will afford Debtor the opportunity to discharge the assessment, fee, tax, lien, security interest, encumbrance or other charge or cure the breach concerned, so long as providing such notice and opportunity to discharge or cure does not prejudice Secured Party's rights under this agreement, such determination to be made in Secured Party's sole discretion.

(b) Debtor agrees to execute concurrently herewith (i) one or more Financing Statements as well as other instruments or documents pursuant to or required by the Uniform Commercial Code or any variation enacted in the state(s) where Collateral is located; and (ii) one or more copyright mortgages and assignments in a form reasonably satisfactory to the Secured Party and customarily filed for transactions of this type. Debtor further agrees to pay the cost of filing the same in any public office deemed advisable to Secured Party. Secured Party agrees to execute appropriate statements terminating Secured Party's interest hereunder upon the termination of this Security Agreement.

(c) Debtor agrees that from time to time, at the expense of Debtor, Debtor will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(d) Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Debtor may reasonably request, all in reasonable detail, and Debtor hereby agrees that Secured Party or Secured Party's agents (at Secured Party's expense) may enter upon Debtor's premises at any reasonable time and from time to time for the purpose of inspecting the Collateral and records pertaining thereto.

(e) Debtor will not make any change in its corporate name or conduct its business operations under any fictitious business name or trade name without giving Secured Party at least thirty (30) days prior written notice.

6. Default.

A default will occur if: (A)(i) Debtor fails to pay all of the Debt as defined in paragraph 13(a) of the Distribution Agreement and Secured Party has failed to recover the Debt by exercising the remedies set forth in subparagraphs 13(a)(i) through (iii) of the Distribution Agreement and has the right to exercise its remedies under subparagraph 13(a)(iv) of the Distribution Agreement; or (ii) Debtor fails to perform any of the terms, conditions or provisions of this Security Agreement; or (iii) a proceeding in bankruptcy, assignment for benefit of creditors, insolvency, receivership or reorganization is instituted by or against Debtor or Debtor's property; or (iv) the business of Debtor ceases operation or is otherwise liquidated; or (v) there is created or attempted by Debtor to be created either voluntarily or involuntarily a lien, charge or encumbrance on the Collateral equal or superior to the security interest of Secured Party; or (vi) if the Collateral or any part thereof is in danger of loss, misuse, seizure or confiscation, and (B) Debtor does not cure said default within ten (10) days after the date of Secured Party's written notice of the default (it being agreed and understood that the foregoing notice and cure procedure will not apply in the event of a default resulting from the occurrence of any event set forth in either of clauses 6(A)(iii) or 6(A)(iv) above.

7. Remedies on Default.

Upon default, Secured Party will have all rights and remedies provided herein or otherwise available to it and all rights and remedies of a secured party on default under the Uniform Commercial Code as now in effect in the State of New York and such other further remedies and rights as may from time to time be provided under New York law for secured parties. In the event of default under this Security Agreement, the Secured Party's rights will include, but are not limited to, the following:

(a) The right to declare that all indebtedness owed by Debtor to Secured Party is due and payable at once;

(b) The right to have immediate possession, with legal process, of any or all of the Collateral. For this purpose and in furtherance hereof, Debtor will, if Secured Party so requests, assemble said property and make it available to Secured Party at a reasonably convenient place designated by Secured Party, and Secured Party is hereby authorized by Debtor to enter upon the premises wherever said property may be and remove the same, subject to one (1) day prior written notice;

(c) The right to sell the Collateral or any part thereof in one or more parcels at any public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable; provided however, that, to the extent that notice of sale will be required by law, at least ten (10) days notice to Debtor of the time and place of any public sale or the time after which any private

sale may be made will constitute reasonable notification and that Secured Party will not be obligated to make any sale regardless of notice of sale having been given. Notwithstanding the foregoing, in the event Debtor is in default hereunder pursuant to subparagraphs 6(A)(iii) or 6(A)(iv) only, Secured Party will not exercise the right set forth in this paragraph 7(c) only for a period of ninety (90) days after exercising its rights under paragraph 7(b) above;

(d) The right to bid for and purchase the Collateral or any part thereof at any such public or private sale;

(e) The right to offset against any other payment obligations owed by Secured Party to Debtor;

(f) The right to require Debtor to do all things and execute all instruments necessary or desirable to ratify or otherwise accomplish an absolute assignment of Debtor's interest in the Collateral. Secured Party is authorized (without limiting the general nature of the authority conferred) to pay, purchase, contest and compromise any encumbrances, charges or liens that, in its judgment, appear to be prior or superior to Secured Party's interest and in exercising any such powers and authority, pay necessary expenses, employ counsel, or pay reasonable fees.

The various remedies available to Secured Party in the event of default will be cumulative and the exercise or non-exercise of one right or remedy by Secured Party will not preclude Secured Party from time to time exercising additional rights or remedies.

8. Nonwaiver.

The failure of Secured Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Security Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of Debtor with respect thereto will continue in full force and effect. No waiver of any provision or condition of this Security Agreement by Secured Party will be valid unless in writing signed by such party or operational by the terms of this Security Agreement. A waiver by Secured Party of the performance of any covenant, condition, representation or warranty of Debtor will not invalidate this Security Agreement, nor will such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by Secured Party of the time of performing any act will not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

9. Insurance.

Debtor agrees to carry and maintain insurance for full value with extended coverage at all times with respect to all Collateral not in the possession of Secured Party against risks of fire, theft and all other risks as Secured Party may require and to provide endorsements upon such policies of insurance providing that the loss, if any, will be payable to Secured Party and Debtor as their interests may appear. If Debtor fails to provide such insurance or to pay the premium thereon, Secured Party may do so and any amount so advanced or paid will be an additional obligation of Debtor secured hereunder. Secured Party is hereby irrevocably appointed Debtor's attorney-in-

fact to endorse any draft or check which may be payable to Debtor in order to collect any proceeds of such insurance to the extent of Debtor's financial default; any amounts so collected to be applied by Secured Party to any amount then owing by Debtor to Secured Party.

10. Application of Payment.

At Secured Party's sole discretion, any payments rightfully received from or on behalf of Debtor (whether by foreclosure of any security interest or otherwise) may be applied to any debt to which Secured Party chooses to apply such payment.

11. Attorneys Fees and Costs.

Debtor agrees to pay, and this Security Agreement will secure, all claims, losses, demands, costs, damages, liabilities and reasonable third party attorneys fees reasonably incurred by Secured Party or on its behalf related to this Security Agreement in connection with any exercise of its rights or remedies hereunder, including any claims, demands, actions, suits or proceedings in which Secured Party may be involved, or threatened to be involved as a party or otherwise, arising out of or incidental to this Security Agreement including in which any question of Secured Party's or Debtor's rights or obligations, or the priority of its security interest, may arise, or any attempt by Secured Party to enforce the Security Agreement or foreclose on the Collateral.

12. Severability.

Whenever possible, each provision of this Security Agreement will be interpreted in such a manner as to be valid, binding and enforceable under applicable law, but if any clause, provision, covenant or condition in this Security Agreement will be determined to be void or unenforceable or in any way contrary to applicable law, such determination will have no effect upon any other clause, covenant or condition of this Security Agreement and to this extent only, such provisions of this Security Agreement will be severable.

13. Notices.

All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this agreement must be in writing and may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air express (or courier shipment if outside the United States) if such service actually provides proof of mailing. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. All notices to Secured Party must be sent to the attention of the Senior Vice President, Business and Legal Affairs. A courtesy copy of each notice sent to Debtor pursuant to this agreement will be sent to Peter Thea, Esq., Tavel, Thea & Baker, LLC, 1501 Broadway, 28th Floor, New York, New York, 10036, provided that any failure to do so will not constitute a breach of this agreement nor impair the effectiveness of the notice concerned.

14. Assignment.

All rights of Secured Party and all obligations, representations, liabilities and agreements of Debtor hereunder will inure to the benefit of Secured Party and its successors and assigns and will bind Debtor and its successors and assigns.

15. Attorney-In-Fact: Debtor hereby irrevocably appoints Secured Party the Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party, or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation (a) to obtain and adjust insurance required to be paid to Secured Party pursuant to Section 9 of this Security Agreement; (b) after the occurrence of a default under Section 6 of this Security Agreement, to demand, give notices, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (c) after the occurrence of a default under Section 6 of this Security Agreement, to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above; and (d) after the occurrence of a default under Section 6 of this Security Agreement, to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral. Notwithstanding the foregoing, but only in the event Debtor is not in default under Section 6 of this Security Agreement, prior to executing any instrument as set forth above, Secured Party will provide Debtor with two (2) business days notice before Secured Party executes the instrument concerned, so long as providing such notice and opportunity to sign does not prejudice Secured Party's rights under this agreement, such determination to be made in Secured Party's sole discretion.

16. Construction: This Security Agreement will be construed without regard to the identity of the person who drafted the various provisions of the same. Each and every provision of this Security Agreement will be construed as though the parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party will not be applicable to this Security Agreement.

17. Power of Attorney: Each power of attorney granted to Secured Party in this Security Agreement is irrevocable and coupled with an interest.

18. Entire Agreement.

This Security Agreement and the Distribution Agreement include the entire understanding of the parties with respect to the subject matter hereof and all prior and concurrent oral agreements, and all prior written agreements, with respect to such subject matter, have been merged into such agreements. No representations or warranties have been made other than those expressly provided for herein. This Security Agreement may not be modified, except by a written instrument signed by the parties.

19. Amendments; Etc.

No amendment or waiver of any provision of this Security Agreement nor consent to any departure herefrom by either party hereto will in any event be effective unless the same will be in writing and signed by both parties hereto, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

20. Headings.

The headings of the paragraphs and subparagraphs hereof are for convenience only, and they will not be of any effect in construing the contents of the respective paragraphs or subparagraphs.

21. Governing Law; Terms.

This Security Agreement will be governed by and construed in accordance with the laws of the State of New York, including, without limitation, the Uniform Commercial Code as applied in the State of New York, without regard to conflict of law principles. Unless otherwise defined herein, terms used in Article 9 of the Uniform Commercial Code in the State of New York are used herein as defined therein. The parties hereto may exercise all of their respective rights under the Uniform Commercial Code as applied in the State of New York, except to the extent such rights are modified by the terms of this Security Agreement.

This Security Agreement is hereby executed as of the 1st day of May, 1998.

~~UNIVERSAL~~ RECORDS, INC.

~~CASH MONEY~~ RECORDS, INC.

By: [Signature]
"Secured Party" "Debtor"

By: [Signature]
"Debtor"