

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lyric Culture, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other: Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) August 29, 2014

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal Address: \_\_\_\_\_

Street Address: 333 South Grand Avenue, Suite 4150

City: Los Angeles

State: California

Country: USA

Zip: 90071

- Association Citizenship USA
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_  Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: **15**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

Ikhwari A. Rafeek

Name of Person Signing

10/13/14  
Date

Total number of pages including cover sheet, attachments, and document. **18**

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

OP \$390.00 4510322

SCHEDULE A

TO

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	86044228	4510322	LYRIC CULTURE
2	85978313	4286967	
3	85907926	4443516	MUSIC CULTURE
4	85703289	4316874	SAY IT WITH A SONG
5	85598809	4277297	MUSIC ROCKS
6	85304178	4256013	LYRIC CULTURE
7	85304159	4256012	LYRIC CULTURE
8	85304063	4240131	LYRIX
9	85304030	4258442	LYRIX
10	85250793	4170083	LYRIC LOVER
11	85245112	4261886	LYRIC NATION
12	85245079	4261885	LYRIC NATION
13	85029948	4060885	LYRIC LOVER
14	78981250	3720221	
15	78963755	3674644	LYRIC CULTURE



**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 21<sup>st</sup> day of August, 2014 between **LYRIC CULTURE, LLC** ("Client"), having its chief executive office at 2520 West 6<sup>th</sup> Street, Los Angeles, California 90057, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Factor"), having a place of business at 333 South Grand Avenue, Suite 4150, Los Angeles, California 90071.

**WITNESSETH:**

**WHEREAS**, Factor has entered or is about to enter into certain financing arrangements with Client pursuant to that certain Factoring Agreement dated as November 30, 2013 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), among Client, Disorderly Kids, LLC, and Factor, pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, and the Other Agreements (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

**WHEREAS**, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Client has agreed to grant to Factor certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby agrees as follows:

**1. DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

**2. GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Client (and, for the purposes hereof, Lyric Culture, LLC, to the extent Lyric Culture, LLC is listed as the owner of the Trademarks (as hereinafter defined) with the USPTO (as hereinafter defined)) hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all

licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Client's business symbolized by the foregoing or connected therewith, and (vi) all of Client's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Client, in each case, including the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements. Notwithstanding the foregoing, the pledge, grant of a lien and security interest, and assignments as provided herein shall not extend to, and the term "Collateral" shall not include any agreement, contract, or Trademark License in or to which Client has any right, title or interest to the extent such contract or agreement includes an enforceable provision containing a restriction on assignment such that (i) the creation or perfection of a security interest in the right, title or interest of Client therein would be prohibited or (ii) the creation or perfection of a security interest, or the assignment of, such agreement contract, or Trademark License would, in and of itself, cause or result in a default thereunder enabling another person who is a party to such agreement or contract to enforce any remedy with respect thereto; provided that the foregoing exclusion shall not apply if (a) such prohibition has been waived or such other person has otherwise consented to the creation or perfection hereunder of a security interest in such agreement or contract or (b) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law or principles of equity.

### 3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Client to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Client as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Client hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Client under the Financing Agreements:

(a) Client shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Client owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Client shall, at Client's sole expense, perform all acts and execute all documents necessary or, in Factor's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Client shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Client shall, at Client's sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Client (and, for the purposes hereof, Disorder Kids, LLC, to the extent Disorder Kids, LLC is listed as the owner of the Trademarks with the USPTO) further authorizes Factor to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Client does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Client shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder.

(g) Factor may, in its sole and absolute discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs,

collection charges, attorneys' fees and legal expenses. Client shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Client, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Client shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Client has given Factor thirty (30) days prior written notice of such action. If, after the date hereof, Client shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section I hereof shall automatically apply thereto. Upon the request of Factor, Client shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Client has not abandoned any of the Trademarks and Client shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Client shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Client shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Client's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Client shall promptly notify Factor if Client (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Client, at Client's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Client shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

## 5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) Factor may require that neither Client nor any affiliate of Client make any use of the Trademarks for any purpose whatsoever. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Client or any affiliate of Client or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Client of any proposed disposition shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Client agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay Factor on demand any

such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement.

(f) Client shall supply to Factor or to Factor's designee, Client's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of California and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of California. Client and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of Los Angeles, State of California with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client and Factor irrevocably waive all claims, obligations and defenses that Client or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Client in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Reference Provisions.

(i) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in this Pledge Agreement, but the California Supreme Court has held that pre-dispute Jury Trial Waivers not authorized by statute are unenforceable. This Reference Provision will be applicable until: (i) the California Supreme Court holds that a pre-dispute Jury Trial Waiver provision similar to that contained in this Pledge Agreement is valid or enforceable; or (ii) the California Legislature enacts a statute which becomes law, authorizing pre-dispute Jury Trial Waivers of the type in this Pledge Agreement and, as a result, such waivers become enforceable.

(ii) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Pledge Agreement, will be resolved by a



reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in this Pledge Agreement, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(iv) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within thirty (30) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within thirty (30) days after the matter has been submitted for decision.

(v) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon twenty-one (21) days written notice, and all other discovery shall be responded to within thirty (30) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(vi) Except as expressly set forth in this Pledge Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(vii) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of

laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(viii) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(ix) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS PLEDGE AGREEMENT.

(d) Client waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(e) Factor shall not have any liability to Client (whether in tort, contract, equity or otherwise) for losses suffered by Client in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

## 7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural

persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Client shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Client and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

LYRIC CULTURE, LLC

By: 

Title: Member

Address: 2520 West 6<sup>th</sup> Street  
Los Angeles, California 90057

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: 

Title: Authorized Signatory

Address: 333 South Grand Avenue  
Suite 4150  
Los Angeles, California 90071

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	86044228	4510322	LYRIC CULTURE
2	85978313	4286967	
3	85907926	4443516	MUSIC CULTURE
4	85703289	4316874	SAY IT WITH A SONG
5	85598809	4277297	MUSIC ROCKS
6	85304178	4256013	LYRIC CULTURE
7	85304159	4256012	LYRIC CULTURE
8	85304063	4240131	LYRIX
9	85304030	4258442	LYRIX
10	85250793	4170083	LYRIC LOVER
11	85245112	4261886	LYRIC NATION
12	85245079	4261885	LYRIC NATION
13	85029948	4060885	LYRIC LOVER
14	78981250	3720221	
15	78963755	3674644	LYRIC CULTURE

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADEMARK LICENSES GRANTED BY CLIENT

See attached.

LICENSOR	DEAL TYPE	SONG / ARTIST	EXPIRATION DATE	LYRIC LIST?
ABKCO	Publishing	Various	23/06/14	YES
Alfred	Single-Song	Because You Loved Me	12/04/17	YES
Authentic Wendie Bandmeter	Name & Likeness	Timi Klenarik	01/30/14	YES
Big Loud Bucks	Single-Song	The Who	01/07/15	YES
Bicycle Music	Single-Song	Like Like You Were Dying	12/01/16	YES
Blue Mountain		Rust A Move		
BMG Catalysts	Publishing	Various	07/25/16	YES
Bob Dylan		Various		
Bourne	Single-Song	Black Magic Woman	08/05/18	YES
Bourne/Mourbo	Single-Song	Unforgettable	08/11/17	YES
Bug (now BMG)	Publishing	Various	EXPIRED	YES
Capitol				
Carlin America	Single-Song	Video Killed the Radio Star	01/25/15	YES
Carlin America	Single-Song	Fever	01/31/16	YES
Carlin America	Single-Song	What A Wonderful World	01/31/16	YES
Carlin America	Single-Song	Happy Together	03/13/16	YES
Carlin America	Single-Song	Total Eclipse of the Heart	10/14/16	YES
Capitol Music	Single-Song	You're So Vain	EXPIRED	YES
Cherry Lane (now BMG)	Publishing	Various	EXPIRED	YES
Coburn	Single-Song		05/23/17	YES
Citichord	Single-Song	These Bones Were Made For Walking	10/09/15	YES
Curb Music	Single-Song	Love Like Crazy	02/27/18	YES
Curb Music	Single-Song	Love Can Build A Bridge	03/28/16	YES
Disney	Publishing	Various	04/01/15	YES
Downtown Music	na		EXPIRED	YES
Elvis Presley Enterprises	Name & Likeness	Elvis Presley	03/31/14	YES
EMI	MASTER AGREEMENT		12/31/14	YES
EMI	Single-Song	What Doesn't Kill You	08/20/18	YES
EMI	Single-Song	Where Have You Been	07/22/18	YES
EMI	Single-Song	Wild Ones	07/22/18	YES
EMI	Single-Song	One Thing	08/08/18	YES
EMI	Single-Song	You Are The Sunshine ..	07/02/15	YES
EMI	Single-Song	Umbrella	06/27/15	YES
EMI	Single-Song	What Makes You Beautiful	04/19/18	YES
EMI	Single-Song	Here and Now	03/29/15	YES
EMI	Single-Song	Can't Take My Eyes Off You	03/29/15	YES
EMI	Single-Song	At Last	03/29/15	YES
EMI	Single-Song	Love Don't Cost A Thing	03/29/15	YES
EMI	Single-Song	I Can't Touch This	03/29/15	YES
EMI	Single-Song	I'll Stand By You	04/04/15	YES
EMI	Single-Song	What's New Pussycat	04/04/15	YES
EMI	Single-Song	Don't Stop the Music	11/10/16	YES
EMI	Single-Song	Di-Sci: Is Falling In Love	11/10/16	YES
EMI	Single-Song	Millionaire	10/06/17	YES
EMI	Single-Song	Only You Can Love Me This Way	08/23/16	YES
EMI	Single-Song	Cradle of Love	07/07/16	YES
EMI	Single-Song	Crimino & Dover	03/07/16	YES
EMI	Single-Song	Hooky Tenk Bagadonkank	10/18/16	YES
EMI	Single-Song	Santa Claus is Comin' to Town	05/24/17	YES
EMI	Single-Song	Everybody's a Kid at Christmas	05/24/17	YES
EMI	Single-Song	Fuck You	04/11/17	YES
EMI	Single-Song	Grenade	04/11/17	YES
EMI	Single-Song	Strawberry Wine	04/11/17	YES
EMI	Single-Song	Stand By Your Man	04/11/17	YES
EMI	Single-Song	All American Girl	06/27/17	YES
EMI	Single-Song	Put the Foot in the Boot Santa	06/23/17	YES
EMICMG	Publishing	Various	01/01/15	YES
ESSEX/TRD				
Evergreen (now BMG)	Publishing	Various	EXPIRED	YES
Flaming World Music	Single-Song	Physical	05/10/18	YES
Flaute of Fun	Single-Song	Holiday	10/21/15	YES
House of Pavlov	Single-Song	Monster Mash	01/21/19	YES
Hudson	Single-Song	Alice	01/24/15	YES
Imagem	Single-Song	Falling In Love	05/02/17	YES
Isaac Music Publishing	Single-Song	Wicked Game	Email Approval	YES
Jeffrey Stein Music	Single-Song	My Wish	07/27/18	YES

5/14 Bernardo?

Jerk Awake/Levanon/Stimberg	Single-Song	Give Your Heart A Break	02/09/18	YES	
Jerk Awake/Levanon/Stimberg	Single-Song	Unfriend You	06/08/16	YES	
Jerk Awake/Tom Kelly Songs	Single-Song	I'll Stand By You	07/16/15	YES	
Jewel Music	Single-Song	I Saw Mommy Kissing Santa Claus	02/14/18	YES	
Kalbitz	N/A			YES	
Lionel Richie	Publishing	Various	08/10/18	n.d.	Branda Rich Publishing not done
Live Nation	Name & Likeness	John Lennon	No Formal License	YES	
MCCG	Single-Song	Let There Be Peace on Earth	02/11/17	YES	
Missing Link					
Memory Lane	Single-Song	Wonderful World / Santa Claus	06/04/18	YES	
MGM	Fame Movie		EXPIRED	YES	
Modern Works Music		Momma Said Kick You Out	03/14/18		
Motors/Active	Single-Song	The Dance	10/09/15	YES	
MPL					
Music & Media International					
Music Copyright Company					
Music Sales Group	Single-Song	Diamonds Girls Best Friend	1/1/18	YES	
Peer Music	Publishing		EXPIRED	YES	
Poignant Visions	Single-Song	Our Lips are Sealed	09/18/17	YES	
Ram's Horn	Publishing		Rolling (via email)	YES	
Reach Music					
Reservoir Media					
Rising Storm					
Rock Media					
Round Hill	Single-Song	She Loves You	02/13/18	YES	
Royalty Network					
SWP Music					
820/Jones Music	Single-Song	Rabel Rabel	07/11/15	YES	
SAW			EXPIRED	YES	
Sailor Music					
Scribble Moon Music Inc		Various	08/10/16		
Seasons Four	Single-Song	Can't Take My Eyes Off You	Email Approval	YES	
Shapiro Recursion	Publishing		10/11/16	YES	
Simpleville Publishing, LLC		I Can Only Imagine	01/27/18		
Sindee Levin	Single-Song	Kung Fu Fighting	06/23/15	YES	
Stacey II	Single-Song	Piece of My Heart	EXPIRED	YES	
Songs Music					
Sony ATV	Publishing		03/31/17	YES	S/14 Renewal? Rud Xi
Spirit Music	Single-Song	I'm Too Sexy	11/30/17	YES	S/14 Pending royalty us
St. Nicholas Music					
Stage 3 Music	Single-Song	Dream On	03/18/15	YES	
Sunflower Entertainment					
Ten Ten Music (same as Coburn)	Single-Song	Honky Tonk Christmas	06/23/17	YES	
The Who (Spint)					
Tier Three Music	Single-Song	I Swear	04/25/17	YES	
Twin Towers Company	Single-Song	Kiss Me Deadly	10/03/17	YES	
Ultra Music					
Unforgettable Standards	Single-Song	Unforgettable	04/01/17	YES	
Universal	Publishing	Twelve dictated on song-by-song basis		YES	
Virgin Ear					
Warm Inc			04/02/15		
Warner Chappell			EXPIRED 1/31/14	YES	S/14 Here to speak w
Watsky Music	Single-Song	Heart Like Mine	03/25/17	YES	
Wisen/Primary Wave	Single-Song	Mamabear	03/20/15	YES	
Wisen/Primary Wave	Single-Song	Too Legit	11/07/15	YES	
Wisen/Primary Wave	Single-Song	Walkin on Sunshine	02/11/14	YES	
Words & Music	Publishing		04/06/15	YES	
Z Style Music/Robbie Nevil, Inc.	Publishing		EXPIRED	YES	





