

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reservoir Media Management, Inc.		12/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85581232	RESERVOIR MEDIA MANAGEMENT	
Serial Number:	85874446	INVESTING IN ENTERTAINMENT.	
Serial Number:	85874443	R	
Serial Number:	85874440	RESERVOIR	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6785532601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	123794.011700		
NAME OF SUBMITTER:	LaShana C. Jimmar		
SIGNATURE:	/LaShana C. Jimmar/		
DATE SIGNED:	12/19/2014		
Total Attachments: 5			

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2014 (this “**Security Agreement**”), is made by the Persons listed on the signature pages hereof (collectively the “**Grantors**”), in favor of **SUNTRUST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “**Borrower**”) the lenders from time to time parties thereto (the “**Lenders**”), and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of December 19, 2014 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Guaranty and Security Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Security Agreement and used herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

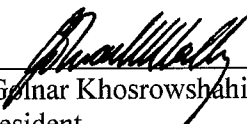
SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Administrative Agent within such time limit set forth in the Guaranty and Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Administrative Agent unilaterally to modify this Security Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

SECTION 5. Counterparts. This Security Agreement may be executed by one or more parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RESERVOIR MEDIA MANAGEMENT, INC.

By: 
Name: Gajnar Khosrowshahi
Title: President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name: Brett Ross
Title: Vice President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

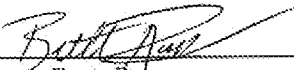
RESERVOIR MEDIA MANAGEMENT, INC.

By: _____
Name: Golnar Khosrowshahi
Title: President

Acknowledged and Agreed to as of the date hereof:



ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:  _____
Name: Brett Ross
Title: Vice President

SCHEDULE I

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Trademark Application Number</u>	<u>Trademark Registration Number</u>	<u>Date of Application</u>	<u>Date of Registration</u>	<u>Jurisdiction</u>
Reservoir Media Management, Inc.	<i>RESERVOIR MEDIA MANAGEMENT</i>	85581232	4348887	3/27/2012	6/11/2013	United States of America
Reservoir Media Management, Inc.	<i>INVESTING IN ENTERTAINMENT.</i>	85874446	4450438	3/12/2013	12/17/2013	United States of America
Reservoir Media Management, Inc.		85874443	4450437	3/12/2013	12/17/2013	United States of America
Reservoir Media Management, Inc.		85874440	4421443	3/12/2013	10/22/2013	United States of America