

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327024

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900310335

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WMG Acquisition Corp.		12/16/2014	CORPORATION: DELAWARE
WMG Holdings Corp.		12/16/2014	CORPORATION: DELAWARE
Warner Music Inc.		12/16/2014	CORPORATION: NEW YORK
615 Music Library, LLC		12/16/2014	LIMITED LIABILITY COMPANY: TENNESSEE
Artist Arena International, LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
Alternative Distribution Alliance		12/16/2014	General Partnership: NEW YORK
Maverick Recording Company		12/16/2014	CORPORATION: CALIFORNIA
Non-Stop Cataclysmic Music, LLC		12/16/2014	LIMITED LIABILITY COMPANY: UTAH
Non-Stop International Publishing, LLC		12/16/2014	LIMITED LIABILITY COMPANY: UTAH
Non-Stop Outrageous Publishing, LLC		12/16/2014	LIMITED LIABILITY COMPANY: UTAH
Non-Stop Music Library, L.C.		12/16/2014	Limited Company: UTAH
Non-Stop Music Publishing, LLC		12/16/2014	LIMITED LIABILITY COMPANY: UTAH
Non-Stop Productions, LLC		12/16/2014	LIMITED LIABILITY COMPANY: UTAH
Roadrunner Records Inc.		12/16/2014	CORPORATION: NEW YORK
T.Y.S., Inc.		12/16/2014	CORPORATION: NEW YORK
The All Blacks U.S.A., Inc.		12/16/2014	CORPORATION: DELAWARE
A.P. Schmidt Co.		12/16/2014	CORPORATION: DELAWARE
Atlantic Recording Corporation		12/16/2014	CORPORATION: DELAWARE
Atlantic/Mr Ventures Inc.		12/16/2014	CORPORATION: DELAWARE
Arms Up Inc.		12/16/2014	CORPORATION: DELAWARE
Big Beat Records Inc.		12/16/2014	CORPORATION: DELAWARE
Cafe Americana Inc.		12/16/2014	CORPORATION: DELAWARE
Chappell Music Company, Inc.		12/16/2014	CORPORATION: DELAWARE
Cota Music Inc.		12/16/2014	CORPORATION: NEW YORK
Cotillion Music, Inc.		12/16/2014	CORPORATION: DELAWARE
CRK Music Inc.		12/16/2014	TRADEMARK: DELAWARE

Name	Formerly	Execution Date	Entity Type
E/A Music, Inc.		12/16/2014	CORPORATION: DELAWARE
Eleksylum Music, Inc.		12/16/2014	CORPORATION: DELAWARE
Elektra/Chamelion Ventures Inc.		12/16/2014	CORPORATION: DELAWARE
Elektra Entertainment Group Inc.		12/16/2014	CORPORATION: DELAWARE
Elektra Group Ventures Inc.		12/16/2014	CORPORATION: DELAWARE
FHK, Inc.		12/16/2014	CORPORATION: TENNESSEE
Fiddleback Music Publishing Company, Inc.		12/16/2014	CORPORATION: DELAWARE
Foster Frees Music, Inc.		12/16/2014	CORPORATION: CALIFORNIA
Insound Acquisition Inc.		12/16/2014	CORPORATION: DELAWARE
Intersong U.S.A., Inc.		12/16/2014	CORPORATION: DELAWARE
Jadar Music Corp.		12/16/2014	CORPORATION: DELAWARE
LEM America, Inc.		12/16/2014	CORPORATION: DELAWARE
London-Sire Records Inc.		12/16/2014	CORPORATION: DELAWARE
Maverick Partner Inc.		12/16/2014	CORPORATION: DELAWARE
McGuffin Music Inc.		12/16/2014	CORPORATION: DELAWARE
MIXED BAG MUSIC, INC.		12/16/2014	CORPORATION: NEW YORK
MM INVESTMENT INC.		12/16/2014	CORPORATION: DELAWARE
NONESUCH RECORDS INC.		12/16/2014	CORPORATION: DELAWARE
NON-STOP MUSIC HOLDINGS, INC.		12/16/2014	CORPORATION: DELAWARE
OCTA MUSIC, INC.		12/16/2014	CORPORATION: NEW YORK
PEPAMAR MUSIC CORP.		12/16/2014	CORPORATION: NEW YORK
REP SALES, INC.		12/16/2014	CORPORATION: MINNESOTA
REVELATION MUSIC PUBLISHING CORPORATION		12/16/2014	CORPORATION: NEW YORK
RHINO ENTERTAINMENT COMPANY		12/16/2014	CORPORATION: DELAWARE
RICK'S MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
RIGHTSONG MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
RYKO CORPORATION		12/16/2014	CORPORATION: DELAWARE
RYKODISC, INC.		12/16/2014	CORPORATION: MINNESOTA
RYKOMUSIC, INC.		12/16/2014	CORPORATION: MINNESOTA
SEA CHIME MUSIC, INC.		12/16/2014	CORPORATION: CALIFORNIA
SR/MDM VENTURE INC.		12/16/2014	CORPORATION: DELAWARE
SUPER HYPE PUBLISHING, INC.		12/16/2014	CORPORATION: NEW YORK
TOMMY BOY MUSIC, INC.		12/16/2014	CORPORATION: NEW YORK
TOMMY VALANDO		12/16/2014	TRADEMARK: DELAWARE

Name	Formerly	Execution Date	Entity Type
PUBLISHING GROUP, INC.			
UNICHAPPELL MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
W.B.M. MUSIC CORP.		12/16/2014	CORPORATION: DELAWARE
WALDEN MUSIC INC.		12/16/2014	CORPORATION: NEW YORK
WARNER ALLIANCE MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
WARNER BRETHREN INC.		12/16/2014	CORPORATION: DELAWARE
WARNER BROS. MUSIC INTERNATIONAL INC.		12/16/2014	CORPORATION: DELAWARE
WARNER BROS. RECORDS INC.		12/16/2014	CORPORATION: DELAWARE
WARNER CUSTOM MUSIC CORP.		12/16/2014	CORPORATION: CALIFORNIA
WARNER DOMAIN MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
WARNER MUSIC DISCOVERY INC.		12/16/2014	CORPORATION: DELAWARE
WARNER MUSIC LATINA INC.		12/16/2014	CORPORATION: DELAWARE
WARNER MUSIC SP INC.		12/16/2014	CORPORATION: DELAWARE
WARNER SOJOURNER MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
WARNER SPECIAL PRODUCTS INC.		12/16/2014	CORPORATION: DELAWARE
WARNER STRATEGIC MARKETING INC.		12/16/2014	CORPORATION: DELAWARE
WARNER/CHAPPELL MUSIC (SERVICES), INC.		12/16/2014	CORPORATION: NEW JERSEY
WARNER/CHAPPELL PRODUCTION MUSIC, INC.		12/16/2014	CORPORATION: DELAWARE
WARNER-ELEKTRA-ATLANTIC CORPORATION		12/16/2014	CORPORATION: NEW YORK
WARNERSONGS, INC.		12/16/2014	CORPORATION: DELAWARE
WARNER-TAMERLANE PUBLISHING CORP.		12/16/2014	CORPORATION: CALIFORNIA
WARPRISE MUSIC INC.		12/16/2014	CORPORATION: DELAWARE
J. RUBY PRODUCTIONS, INC.		12/16/2014	CORPORATION: CALIFORNIA
SIX-FIFTEEN MUSIC PRODUCTIONS, INC.		12/16/2014	CORPORATION: TENNESSEE
SUMMY-BIRCHARD, INC.		12/16/2014	CORPORATION: WYOMING
WB GOLD MUSIC CORP.		12/16/2014	CORPORATION: DELAWARE
WB MUSIC CORP.		12/16/2014	CORPORATION: CALIFORNIA
WBM/HOUSE OF GOLD MUSIC, INC.		12/16/2014	CORPORATION: DELAWARE <b>TRADEMARK</b>

Name	Formerly	Execution Date	Entity Type
WBR/QRI VENTURE, INC.		12/16/2014	CORPORATION: DELAWARE
WBR/RUFFNATION VENTURESE, INC.		12/16/2014	CORPORATION: DELAWARE
WBR/SIRE VENTURES INC.		12/16/2014	CORPORATION: DELAWARE
WEA EUROPE INC.		12/16/2014	CORPORATION: DELAWARE
WEA INC.		12/16/2014	CORPORATION: DELAWARE
WEA INTERNATIONAL INC.		12/16/2014	CORPORATION: DELAWARE
WIDE MUSIC, INC.		12/16/2014	CORPORATION: CALIFORNIA
ASYLUM RECORDS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ATLANTIC MOBILE LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ATLANTIC PRODUCTIONS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ATLANTIC SCREAM LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ATLANTIC/143 L.L.C.		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
BB INVESTMENTS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
BULLDOG ISLAND EVENTS LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
BUTE SOUND LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
CORDLESS RECORDINGS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
EAST WEST RECORDS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
FOZ MAN MUSIC LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
FUELD BY RAMEN LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
LAVA RECORDS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RHINO NAME & LIKENESS HOLDINGS, LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
RHINO/FSE HOLDINGS, LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
T-BOY MUSIC, L.L.C.		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
T-GIRL MUSIC, L.L.C.		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
THE BIZ LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
UPPED.COM LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

Name	Formerly	Execution Date	Entity Type
WARNER MUSIC DISTRIBUTION LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ARTIST ARENA LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
FERRET MUSIC HOLDINGS LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
FERRET MUSIC LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
FERRET MUSIC MANAGEMENT LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
FERRET MUSIC TOURING LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
P & C PUBLISHING LLC		12/16/2014	LIMITED LIABILITY COMPANY: NEW YORK
WARNER MUSIC NASHVILLE LLC		12/16/2014	LIMITED LIABILITY COMPANY: TENNESSEE
ATLANTIC PIX LLC		12/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
WARNER/CHAPPELL MUSIC, INC.		12/16/2014	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

<b>Name:</b>	CREDIT SUISSE AG
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: SWITZERLAND

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4493252	THE MONKEES
<b>Registration Number:</b>	4614757	THE MONKEES
<b>Registration Number:</b>	3927769	BEARSVILLE

#### CORRESPONDENCE DATA

**Fax Number:** 2123368001

*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.*

**Phone:** 212 336 8000

**Email:** ptodocket@arelaw.com

**Correspondent Name:** J. Capasso, Amster Rothstein & Ebenstein

**Address Line 1:** 90 Park Avenue

**Address Line 4:** New York, NEW YORK 10016

**TRADEMARK**

**REEL: 005425 FRAME: 0417**

<b>ATTORNEY DOCKET NUMBER:</b>	94548/8
<b>NAME OF SUBMITTER:</b>	Jessica Capasso
<b>SIGNATURE:</b>	/Jessica Capasso/
<b>DATE SIGNED:</b>	12/22/2014

**Total Attachments: 7**

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ANNUAL SUPPLEMENT TO THE  
TRADEMARK SECURITY AGREEMENT

This ANNUAL SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT dated as of December 16, 2014 (this "Supplement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Credit Suisse AG, as collateral agent (the "Collateral Agent") for the Secured First Lien Parties (as defined in the General Security Agreement referred to below).

WHEREAS, WMG Acquisition Corp., a Delaware corporation, (the "Borrower") has entered into a security agreement, dated as of November 1, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "General Security Agreement"). Capitalized terms not otherwise defined herein have the meaning set forth in the General Security Agreement.

WHEREAS, pursuant to the terms of the General Security Agreement, the Grantors have entered into the Trademark Security Agreement dated as of November 1, 2012, among the Collateral Agent and the Grantors (the "Trademark Security Agreement"), and have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Supplement for recording with the United States Patent and Trademark Office.

WHEREAS, Section 2.11(e) of the General Security Agreement requires each Grantor to provide the Collateral Agent, not more than 95 days following the last day of every fiscal year of the Borrower, an appropriate Intellectual Property Security Agreement with respect to all Material Recordable Intellectual Property owned by it, except for immaterial omissions, as of the last day of the most recently ended fiscal year, to the extent such Material Recordable Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it.

WHEREAS, the Grantors own the Trademarks included on Supplemental Schedule I attached hereto, that are not listed in any previous Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, a security interest in such Grantor's right, title and interest in and to all of the Trademarks referred to in Supplemental Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided that* no security interest shall be granted in United States intent-to-use trademark applications or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted.

SECTION 2. *Security for Secured First Lien Obligations.* The confirmation of the grant of security interest in the Trademark Collateral by each Grantor under this Supplement secures, in the case of each Grantor, the payment of all Secured First Lien Obligations of such Grantor, now or hereafter existing under or in respect of the Secured First Lien Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contracts causes of action, costs, expenses or otherwise.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

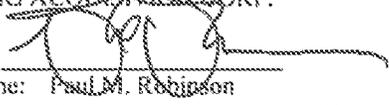
SECTION 4. *Execution in Counterparts.* This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. *Grants, Rights and Remedies.* This Supplement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the U.S. Patent and Trademark Office. The security interest confirmed hereby has been granted to the Collateral Agent in connection with the General Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The General Security Agreement, the Trademark Security Agreement and any supplements to any of the foregoing (and in each case all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with their terms.

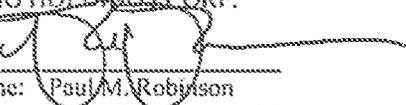
SECTION 6. *Governing Law.* This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed, all as of the date first written.

WMG ACQUISITION CORP.

By:   
Name: Paul M. Robinson  
Title: Executive Vice President, General  
Counsel & Secretary

WMG HOLDINGS CORP.

By:   
Name: Paul M. Robinson  
Title: Executive Vice President, General  
Counsel & Secretary

Guarantors:

ROADRUNNER RECORDS INC.  
T.Y.S., INC.  
THE ALL BLACKS U.S.A., INC.  
A. P. SCHMIDT CO.  
ATLANTIC RECORDING  
CORPORATION  
ATLANTIC/MR VENTURES INC.  
ARMS UP INC.  
BIG BEAT RECORDS INC.  
CAFE AMERICANA INC.  
CHAPPELL MUSIC COMPANY,  
INC.  
COTA MUSIC, INC.  
COTILLION MUSIC, INC.  
CRK MUSIC INC.  
E/A MUSIC, INC.  
ELEKSYLUM MUSIC, INC.  
ELEKTRA/CHAMELEON  
VENTURES INC.  
ELEKTRA ENTERTAINMENT  
GROUP INC.  
ELEKTRA GROUP VENTURES  
INC.  
FHK, INC.  
FIDDLEBACK MUSIC  
PUBLISHING COMPANY, INC.  
FOSTER FREES MUSIC, INC.  
INSOUND ACQUISITION INC.  
INTERSONG U.S.A., INC.  
JADAR MUSIC CORP.  
LEM AMERICA, INC.  
LONDON-SIRE RECORDS INC.  
MAVERICK PARTNER INC.  
MCGUFFIN MUSIC INC.  
MIXED BAG MUSIC, INC.  
MM INVESTMENT INC.  
NONESUCH RECORDS INC.  
NON-STOP MUSIC HOLDINGS,  
INC.  
OCTA MUSIC, INC.  
PEPAMAR MUSIC CORP.  
REP SALES, INC.  
REVELATION MUSIC  
PUBLISHING CORPORATION  
RHINO ENTERTAINMENT  
COMPANY  
RICK'S MUSIC INC.  
RIGHTSONG MUSIC INC.  
RYKO CORPORATION  
RYKODISC, INC.

RYKOMUSIC, INC.  
SEA CHIME MUSIC, INC.  
SR/MDM VENTURE INC.  
SUPER HYPE PUBLISHING, INC.  
TOMMY BOY MUSIC, INC.  
TOMMY VALANDO  
PUBLISHING GROUP, INC.  
UNICHAPPELL MUSIC INC.  
W.B.M. MUSIC CORP.  
WALDEN MUSIC INC.  
WARNER ALLIANCE MUSIC  
INC.  
WARNER BRETHERN INC.  
WARNER BROS. MUSIC  
INTERNATIONAL INC.  
WARNER BROS. RECORDS INC.  
WARNER CUSTOM MUSIC  
CORP.  
WARNER DOMAIN MUSIC INC.  
WARNER MUSIC DISCOVERY  
INC.  
WARNER MUSIC LATINA INC.  
WARNER MUSIC SP INC.  
WARNER SOJOURNER MUSIC  
INC.  
WARNER SPECIAL PRODUCTS  
INC.  
WARNER STRATEGIC  
MARKETING INC.  
WARNER/CHAPPELL MUSIC  
(SERVICES), INC.  
WARNER/CHAPPELL MUSIC,  
INC.  
WARNER/CHAPPELL  
PRODUCTION MUSIC, INC.  
WARNER-ELEKTRA-ATLANTIC  
CORPORATION  
WARNERSONGS, INC.  
WARNER-TAMERLANE  
PUBLISHING CORP.  
WARPRISE MUSIC INC.  
J. RUBY PRODUCTIONS, INC.  
SIX-FIFTEEN MUSIC  
PRODUCTIONS, INC.  
SUMMY-BIRCHARD, INC.  
WB GOLD MUSIC CORP.  
WB MUSIC CORP.  
WBM/HOUSE OF GOLD MUSIC,  
INC.  
WBR/ORI VENTURE, INC.  
WBR/RUFFNATION VENTURES,  
INC.

WBR/SIRE VENTURES INC.  
WEA EUROPE INC.  
WEA INC.  
WEA INTERNATIONAL INC.  
WIDE MUSIC, INC.  
ASYLUM RECORDS LLC  
ATLANTIC MOBILE LLC  
ATLANTIC PRODUCTIONS LLC  
ATLANTIC SCREAM LLC  
ATLANTIC/143 L.L.C.  
BB INVESTMENTS LLC  
BULLDOG ISLAND EVENTS  
LLC  
BUTE SOUND LLC  
CORDLESS RECORDINGS LLC  
EAST WEST RECORDS LLC  
FOZ MAN MUSIC LLC  
FUELED BY RAMEN LLC  
LAVA RECORDS LLC  
RHINO NAME & LIKENESS  
HOLDINGS, LLC  
RHINO/FSE HOLDINGS, LLC  
T-BOY MUSIC, L.L.C.  
T-GIRL MUSIC, L.L.C.  
THE BIZ LLC  
UPPED.COM LLC  
WARNER MUSIC  
DISTRIBUTION LLC  
ARTIST ARENA LLC  
FERRET MUSIC HOLDINGS LLC  
FERRET MUSIC LLC  
FERRET MUSIC MANAGEMENT  
LLC  
FERRET MUSIC TOURING LLC  
P & C PUBLISHING LLC  
WARNER MUSIC NASHVILLE  
LLC  
ATLANTIC PIX LLC



By: \_\_\_\_\_  
Name: Paul M. Robinson  
Title: Vice President &  
Secretary of each of the above  
named entities listed under the  
heading Guarantors and signing  
this agreement in such capacity  
on behalf of each such entity

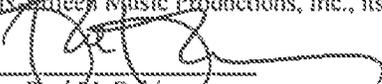
Guarantors (cont-d):

WARNER MUSIC INC

By:   
Name: Paul M. Robinson  
Title: Executive Vice President, General Counsel &  
Secretary

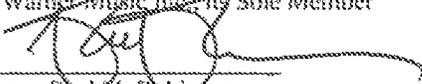
615 MUSIC LIBRARY, LLC

By: Six ~~Street~~ Music Productions, Inc., its Sole Member

By:   
Name: Paul M. Robinson  
Title: Vice President & Secretary

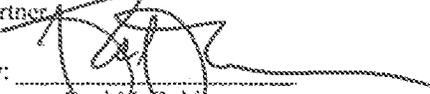
ARTIST ARENA INTERNATIONAL, LLC

By: Artist Arena LLC, its Member  
By: Warner Music Inc., its Sole Member

By:   
Name: Paul M. Robinson  
Title: Vice President & Secretary

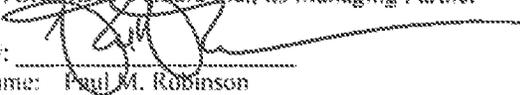
ALTERNATIVE DISTRIBUTION ALLIANCE

By: Warner Music Distribution LLC, its Managing  
Partner

By:   
Name: Paul M. Robinson  
Title: Vice President & Secretary

MAVERICK RECORDING COMPANY

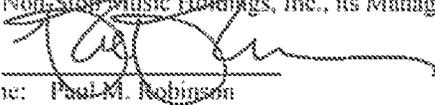
By: SR/MDM Venture Inc., its Managing Partner

By:   
Name: Paul M. Robinson  
Title: Vice President & Secretary

Guarantors (cont-d):

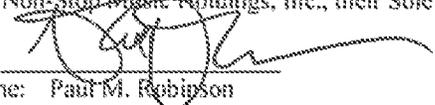
NON-STOP CATAclysmic Music, LLC  
NON-STOP INTERNATIONAL PUBLISHING, LLC  
NON-STOP OUTRAGEOUS PUBLISHING, LLC

By: Non-Stop Music Publishing, LLC, their Sole Member  
By: Non-Stop Music Holdings, Inc., its Manager

By:   
Name: Paul M. Robinson  
Title: Vice President & Secretary

NON-STOP MUSIC LIBRARY, L.C.  
NON-STOP MUSIC PUBLISHING, LLC  
NON-STOP PRODUCTIONS, LLC

By: Non-Stop Music Holdings, Inc., their Sole Member

By:   
Name: Paul M. Robinson  
Title: Vice President & Secretary

**Supplemental Schedule I  
to Trademark Security Agreement**

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
THE MONKEES	Rhino Entertainment Company	85455437	Oct 25, 2011	4493252	Mar 11, 2014
THE MONKEES	Rhino Entertainment Company	85982468	Oct 25, 2011	4614757	Sep 30, 2014
BEARSVILLE (and Design) 	Rhino Entertainment Company	78981441	Jul 28, 2005	3927769	Mar 8, 2011

593483.1