

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALCHEMY COPYRIGHTS, LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
Concord Bicycle Assets, LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
The Bicycle Music Company, Inc.		11/04/2015	CORPORATION: DELAWARE
Eighth Note, Inc.		11/04/2015	CORPORATION: DELAWARE
Concord Music Group, Inc.		11/04/2015	CORPORATION: DELAWARE
Concord Music Group LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
Concord Participation Holdings LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
New Razor & Tie Enterprises LLC		11/04/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	2029 Century Park East, 38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 116

Property Type	Number	Word Mark
Registration Number:	1537289	BLUESVILLE
Registration Number:	2148837	BLUESVILLE
Registration Number:	2446218	BULLSEYE BLUES & JAZZ
Registration Number:	2435173	BULLSEYE BLUES & JAZZ
Registration Number:	2639102	CONCORD
Registration Number:	3740510	CONCORD MUSIC GROUP
Registration Number:	2671523	
Registration Number:	1466205	CONTEMPORARY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1430992	CROSSOVER
Registration Number:	2066222	EARTHBEAT
Registration Number:	1916305	ENTERPRISE
Registration Number:	1916304	
Registration Number:	0998245	FANTASY
Registration Number:	0996463	
Registration Number:	3052905	F FEINERY
Registration Number:	3052906	FEINERY
Registration Number:	2070958	FLYING FISH
Registration Number:	1819747	GOOD TIME JAZZ
Registration Number:	3115850	HEADS UP
Registration Number:	2048627	HEARTBEAT
Registration Number:	1746951	J.A.T.P.
Registration Number:	1748291	
Registration Number:	1694087	JAZZ
Registration Number:	3026179	JAZZ MOODS
Registration Number:	3708348	JAZZLAND
Registration Number:	2003261	KICKING MULE
Registration Number:	1254431	MILESTONE
Registration Number:	2758673	M MILESTONE
Registration Number:	2996468	MILESTONE
Registration Number:	2056672	MUSIC FOR LITTLE PEOPLE
Registration Number:	4295176	MUSIC FOR LITTLE PEOPLE
Registration Number:	2766625	NEON TONIC
Registration Number:	2761483	NEON TONIC
Registration Number:	1717594	ORIGINAL BLUES CLASSICS
Registration Number:	1745613	ORIGINAL JAZZ CLASSICS
Registration Number:	3089328	PABLO
Registration Number:	1033716	PABLO
Registration Number:	3089327	PABLO
Registration Number:	2472837	PHILO
Registration Number:	2481448	PHILO
Registration Number:	1312147	PICANTE
Registration Number:	2246045	P
Registration Number:	3089326	PRESTIGE
Registration Number:	0798407	PRESTIGE
Registration Number:	3089325	PRESTIGE
Registration Number:	1933149	RESPECT

Property Type	Number	Word Mark
Registration Number:	1430081	RIVERSIDE
Registration Number:	2040300	ROUNDER
Registration Number:	3369418	ROUNDER
Registration Number:	2277435	ROUNDER
Registration Number:	3132640	ROUNDER
Registration Number:	3930519	SIX PACK
Registration Number:	1813531	SPECIALTY
Registration Number:	0868198	STAX
Registration Number:	2908873	STAX
Serial Number:	86368427	STAX
Registration Number:	1662239	STAX
Registration Number:	0971347	STAX RECORDS
Registration Number:	4565255	STYLUS
Registration Number:	3089324	TAKOMA
Registration Number:	1583495	TELARC
Registration Number:	1584463	TELARC DIGITAL
Registration Number:	1954782	THAT'S WHAT SHE SAID
Registration Number:	2000125	TRU SOUND
Registration Number:	2035090	TRUTH
Registration Number:	2452377	VEE-JAY
Registration Number:	2504031	VEE-JAY
Registration Number:	2599100	VEE-JAY
Registration Number:	2626233	VJ VEE-JAY RECORDS
Registration Number:	0868197	VOLT
Registration Number:	1881940	VOLT
Registration Number:	3047646	WATTSTAX
Registration Number:	1933150	WE PRODUCE
Registration Number:	2384566	ZOE
Serial Number:	86434550	ALCHEMY COPYRIGHTS
Registration Number:	3702039	ALCHEMY MUSIC COMPANY
Registration Number:	3408311	BICYCLE MUSIC COMPANY
Serial Number:	86744665	BILLIE HOLIDAY
Serial Number:	86730052	BILLIE HOLIDAY
Serial Number:	86730056	BILLIE HOLIDAY
Serial Number:	86730062	BILLIE HOLIDAY
Registration Number:	3578664	FEARLESS RECORDS
Serial Number:	86744666	LADY DAY
Serial Number:	86730078	LADY DAY

Property Type	Number	Word Mark
Serial Number:	86730082	LADY DAY
Serial Number:	86730088	LADY DAY
Registration Number:	4730797	PUNK GOES
Registration Number:	1971340	SUGAR HILL
Serial Number:	86190846	THE BICYCLE MUSIC COMPANY
Serial Number:	86192115	THE BICYCLE MUSIC COMPANY
Serial Number:	86186800	THE BICYCLE MUSIC COMPANY
Registration Number:	0855566	VANGUARD
Registration Number:	1529455	VANGUARD
Registration Number:	2520986	VANGUARD RECORDS
Registration Number:	0867913	
Registration Number:	1529454	
Registration Number:	2202060	WIND-UP
Registration Number:	3026212	WIND-UP
Registration Number:	3052713	WIND-UP
Registration Number:	3598868	WIND-UP
Registration Number:	3627360	WIND-UP
Registration Number:	2322720	'70S PRESERVATION SOCIETY
Registration Number:	2325089	'70S PRESERVATION SOCIETY
Registration Number:	3304815	MUSICSPACE
Registration Number:	3309983	MUSICSPACE.COM
Registration Number:	2106862	RAZOR & TIE
Registration Number:	2105111	RAZOR & TIE
Registration Number:	4560519	KIDZ BOP
Registration Number:	4560518	KIDZ BOP
Registration Number:	3298693	KIDZ BOP
Registration Number:	2538339	KIDZ BOP
Registration Number:	2953747	KIDZ BOP
Registration Number:	4317364	KIDZ BOP KIDS
Registration Number:	4688899	KIDZ BOP KIDS
Registration Number:	3059071	KIDZ BOP KIDS
Registration Number:	3875078	KIDZ BOP KIDS

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 11/05/2015

Total Attachments: 23

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

as of November 4, 2015

WHEREAS, ALCHEMY COPYRIGHTS, LLC (d/b/a Concord Bicycle Music), a Delaware limited liability company (the "Borrower"), CONCORD BICYCLE ASSETS, LLC, a Delaware limited liability company ("CBA"), THE BICYCLE MUSIC COMPANY, INC., a Delaware corporation ("BMI"), EIGHTH NOTE, INC., a Delaware corporation ("Eighth Note"), CONCORD MUSIC GROUP, INC., a Delaware corporation ("CMGINC"), CONCORD MUSIC GROUP LLC, a Delaware limited liability company ("CMGLLC"), CONCORD PARTICIPATION HOLDINGS, LLC, a Delaware limited liability company ("CPH"), and NEW RAZOR & TIE ENTERPRISES LLC, a Delaware limited liability company ("NRT", and together with CBA, BMI, Eighth Note, CMGINC, CMGLLC and CPH, collectively, the "Guarantors"; and together with the Borrower, each, a "Grantor" and collectively, the "Grantors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, to the extent of the applicable Grantor's rights, title and interest therein but in all cases excluding Excluded Assets, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, concurrently herewith, each of the Grantors is entering into that certain Credit, Security, Pledge and Guaranty Agreement, dated as of November 4, 2015 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement), among the Borrower, the Guarantors and the other guarantors referred to therein, the lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent"), and as issuing bank (in such capacity, the "Issuing Bank"), pursuant to which the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, letters of credit for the account of the Borrower; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors have granted a first priority security interest to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, in and to all personal property of the

Grantors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether or not in possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, in each case subject only to Permitted Encumbrances.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

(i) each Grantor does hereby grant a first priority security interest to the Administrative Agent, for the benefit of the Administrative Agent, the Issuing Bank and the Lenders, in and to all such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances.

For purposes hereof, the term "Trademark Collateral" shall include all of the items and/or types of property listed in (i) through (iii) below:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Grantors agree to deliver updated copies of Schedule 1 and Schedule 2 to the Administrative Agent within forty-five (45) days after the end of any quarter in which the Grantors register or otherwise adopt or acquire any Trademark not listed on Schedule 1 hereto or enter into any Trademark license not listed on Schedule 2 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense

of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each of the Grantors agrees that if such Grantor knows or has reason to know that (i) any Person has performed any act (which, for purposes hereof, may include an assertion of rights), which such Grantor reasonably believes constitutes a material infringement of any Trademark necessary to the normal conduct of such Grantor's business, or materially violates or infringes any right therein of such Grantor or (ii) any Person has performed any act which such Grantor reasonably believes constitutes an unauthorized or unlawful use of any Trademark necessary to the normal conduct of such Grantor's business, then and in any such event, such Grantor shall promptly notify the Administrative Agent and shall take such actions as it deems appropriate under the circumstances and consistent with good business judgment to protect such Trademark Collateral; provided, however, that if an Event of Default shall have occurred and be continuing, the Administrative Agent shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to protect the Trademark Collateral, in its own name, in the name of such Grantor, or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Grantors and the Administrative Agent further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments to make Loans under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors, as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Administrative Agent, the Issuing Bank and the Lenders) in the

Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which any Grantor is a party, such Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of November 4, 2015 and effective as of the date first set forth above.

GRANTORS:

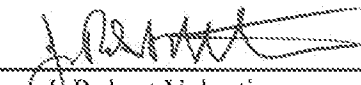
ALCHEMY COPYRIGHTS, LLC

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

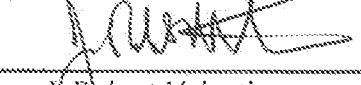
CONCORD BICYCLE ASSETS, LLC

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

THE BICYCLE MUSIC COMPANY, INC.

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

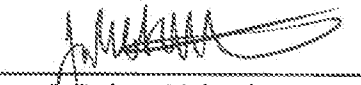
EIGHTH NOTE, INC.

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

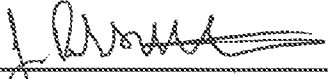
CONCORD MUSIC GROUP, INC.

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

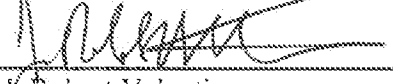
CONCORD MUSIC GROUP LLC

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

CONCORD PARTICIPATION HOLDINGS LLC

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

NEW RAZOR & TIE ENTERPRISES LLC

By 
Name: J. Robert Valentine
Title: Chief Financial Officer

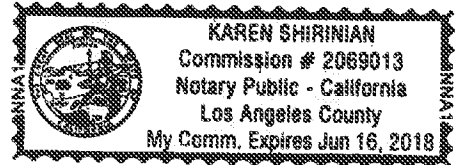
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On November 3rd, 2015, before me, Karen Shirinian, Notary Public, personally appeared J. Robert Valentine who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

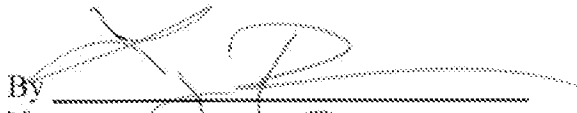
WITNESS my hand and official seal.



Signature [Handwritten Signature] [SEAL]

ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By 
Name: *Lynn Braun*
Title: *Vice President*

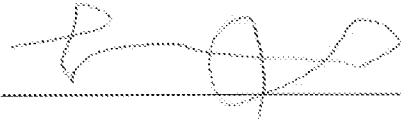
STATE OF CALIFORNIA

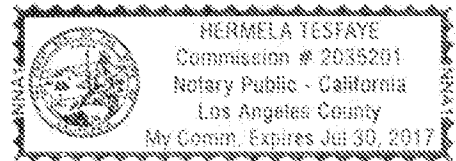
COUNTY OF Los Angeles

On 11/23/15, 2015, before me, Hermela Tesfaye, Notary Public, personally appeared Lynn Marie Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~ they executed the same in ~~his~~~~her~~ their authorized capacity(ies), and that by ~~his~~~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  [SEAL]




Schedule 1
to Trademark Security Agreement

TRADEMARKS

CONCORD MUSIC GROUP, INC. - DOMESTIC TRADEMARKS





Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
BLUESVILLE	9	73751394 12-SEP-1988	1537289 02-MAY-1989
	42	75182186 15-OCT-1996	2148837 7-APR-1998
BULLSEYE BLUES & JAZZ	9	75938323 7-MAR-2000	2446218 04-APR-2001
	9	75937815 7-MAR-2000	2435173 13-MAR-2001
CONCORD	9	76310223 10-SEP-2001	2639102 22-OCT-2002
	9	77346258 06-DEC-2007	3740510 19-JAN-2010
	9	76310224 10-SEP-2001	2671523 07-JAN-2003
CONTEMPORARY	9	73609639 15-JUL-1986	1466205 24-NOV-1987




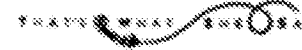
Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CROSSOVER	9	73613361 06-AUG-1986	1430992 03-MAR-1987
EARTHBEAT	9	74692278 23-JUN-1995	2066222 03-JUN-1997
ENTERPRISE	9	74577280 23-SEP-1994	1916305 05-SEP-1995
	9	74577277 23-SEP-1994	1916304 05-SEP-1995
FANTASY	9	72431479 02-AUG-1972	0998245 12-NOV-1974
	9	72431658 03-AUG-1972	0996463 22-OCT-1974
	9	76631086 11-FEB-2005	3052905 31-JAN-2006
FEINERY	9	76631087 11-FEB-2005	3052906 31-JAN-2006
	9	74549072 14-JUL-1994	2070958 17-JUN-1997

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
GOOD TIME JAZZ	9	74375415 05-APR-1993	1819747 08-FEB-1994
HEADS UP	9	76643074 18-JUL-2005	3115850 18-JUL-2006
HEARTBEAT	9	74653250 28-MAR-1995	2048627 01-APR-1997
J.A.T.P.	9	74278614 26-MAY-1992	1746951 19-JAN-1993
	9	74279380 29-MAY-1992	1748291 26-JAN-1993
	9	74100255 26-SEP-1990	1694087 16-JUN-1992
JAZZ MOODS	9	76620355 12-NOV-2004	3026179 13-DEC-2005
JAZZLAND	9	77715872 16-APR-2009	3708348 10-NOV-2009
KICKING MULE	9	75021368 17-NOV-1995	2003261 24-SEP-1996

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	73381009 20-AUG-1982	1254431 18-OCT-1983
	9	76465211 07-NOV-2002	2758673 02-SEP-2003
MILESTONE	9	76563215 20-NOV-2003	2996468 20-SEP-2005
MUSIC FOR LITTLE PEOPLE	9	74692279 23-JUN-1995	2056672 29-APR-1997
	9	85652923 15-JUN-2012	4295176 26-FEB-2018
NEON TONIC	9	76464251 04-NOV-2002	2766625 23-SEP-2003
	9	76464250 04-NOV-2002	2761483 09-SEP-2003
	9	74094763 04-SEP-1990	1717594 22-SEP-1992
	9	74235154 06-JAN-1992	1745613 12-JAN-1993

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
PABLO	9	76639949 02-JUN-2005	3089328 09-MAY-2006
	9	73046211 10-MAR-1975	1033716 17-FEB-1976
	9	76639948 02-JUN-2005	3089327 09-MAY-2006
PHILO	9	75768344 3-AUG-1999	2472837 31-JUL-2001
	9	75769398 3-AUG-1999	2481448 28-AUG-2001
PICANTE	9	73457694 19-DEC-1983	1312147 01-JAN-1985
	41	75458574 27-MAR-1998	2246045 18-MAY-1999
PRESTIGE	9	76639947 02-JUN-2005	3089326 09-MAY-2006
	9	72209109 30-DEC-1964	0798407 02-NOV-1965

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	76639946 02-JUN-2005	3089325 09-MAY-2006
RESPECT	9	74601862 22-NOV-1994	1933149 07-NOV-1995
RIVERSIDE	9	73609638 15-JUL-1986	1430081 24-FEB-1987
ROUNDER	9	75061805 4-OCT-1995	2040300 25-FEB-1997
ROUNDER	25	78951252 14-AUG-2006	3369418 15-JAN-2008
	9	75433651 3-FEB-1998	2277435 14-SEP-1999
	9, 16	78702470 29-AUG-2005	3132640 22-AUG-2006
SIX PACK	9	77924176 29-JAN-2010	3930519 15-MAR-2011
	9	74367764 15-MAR-1993	1813531 28-DEC-1993
STAX	9	72309085 07-OCT-1968	0868198 15-APR-1969

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
STAX	41	75421569 22-JAN-1998	2908873 07-DEC-2004
STAX	9, 41	86368427 15-AUG-14	
	9	74044301 30-MAR-1990	1662239 29-OCT-1991
	9	72419377 24-MAR-1972	0971347 23-OCT-1973
STYLUS	9	85899662 9-APR-2013	4565255 08-JUL-2014
TAKOMA	9	76639945 02-JUN-2005	3089324 09-MAY-2006
TELARC	9	73813219 18-JUL-1989	1583495 20-FEB-1990
	9	73813287 18-JUL-1989	1584463 27-FEB-1990
	16	74636870 15-FEB-1995	1954782 06-FEB-1996
TRU SOUND	9	75021367 17-NOV-	2000125




Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
		1995	10-SEP-1996
TRUTH	9	74723731 01-SEP-1995	2035090 04-FEB-1997
VEE JAY	9	75606460 16-DEC-1998	2452377 22-MAY-2001
	9	76155705 30-OCT-2000	2504031 6-NOV-2001
	9	76155703 30-OCT-2000	2599100 23-JUL-2002
	9	76155702 30-OCT-2000	2626233 24-SEP-2002
VOLT	9	72309084 07-OCT-1968	0868197 15-APR-1969
	9	74457505 12-NOV-1993	1881940 07-MAR-1995
WATTSTAX	9	76593659 20-MAY-2004	3047646 24-JAN-2006
WE PRODUCE	9	74601909 22-NOV-1994	1933150 07-NOV-1995

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
ZOË	9	5472113 22-APR-1998	2384566 12-SEP-2000

ALCHEMY COPYRIGHTS, LLC - DOMESTIC TRADEMARKS



Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
ALCHEMY COPYRIGHTS	35, 41	86434550 24-OCT-2014	
ALCHEMY MUSIC COMPANY	41	77190523 25-MAY-2007	3702039 27-OCT-2009
BICYCLE MUSIC COMPANY	41	77191121 25-MAY-2007	3408311 9-APR-2008
BILLIE HOLIDAY	9	86744665 1-SEP-2015	
BILLIE HOLIDAY	16	86730052 19-AUG-2015	
BILLIE HOLIDAY	25	86730056 19-AUG-2015	

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
BILLIE HOLIDAY	41	86730062 19-AUG-2015	
FEARLESS RECORDS	9, 35	77333605 19-NOV-2007	3578664 24-FEB-2009
LADY DAY	9	86744666 1-SEP-2015	
LADY DAY	16	86730078 19-AUG-2015	
LADY DAY	25	86730082 19-AUG-2015	
LADY DAY	41	86730088 19-AUG-2015	
PUNK GOES	9	86371248 19-AUG-2014	4730797 05-MAY-2015
SUGAR HILL	9	74673878 15-MAY-1995	1971340 30-APR-1996
THE BICYCLE MUSIC COMPANY	35	86190846 11-FEB-2014	
THE BICYCLE MUSIC COMPANY	41	86192115 12-FEB-2014	

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
THE BICYCLE MUSIC COMPANY	9	86186800 6-FEB-2014	
VANGUARD	9	72276969 27-JUL-1967	0855566 27-AUG-1968
VANGUARD	9	73730492 19-MAY-1988	1529455 14-MAR-1989
	9	75867615 09-DEC-1999	2520986 18-DEC-2001
	9	72278924 23-AUG-1967	0867913 8-APR-1969
	9	73730491 19-MAY-1988	1529454 14-MAR-1989
WIND-UP	9, 41	75230779 24-JAN-1997	2202060 03-NOV-1998
WIND-UP	9	76623307 6-DEC-2004	3026212 15-DEC-2005
WIND-UP	41	76623306 6-DEC-2004	3052713 31-JAN-2006
WIND-UP	41	76623308 6-DEC-2004	3598868 31-MAR-2009

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
WIND-UP	9	76623305 6-DEC-2004	3627360 26-MAY-2009

NEW RAZOR & TIE ENTERPRISES LLC - DOMESTIC TRADEMARKS

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
	9	75262053 24-MAR-1997	2322720 29-FEB-2000
'70S PRESERVATION SOCIETY	9	75262054 24-MAR-1997	2325089 07-MAR-2000
MUSICSPACE	35, 41	78953438 16-AUG-2006	3304815 2-OCT-2007
MUSICSPACE.COM & DESIGN	35, 41	78953417 16-AUG-2006	3309983 9-OCT-2007
	9	75159965 29-AUG-1996	2106862 21-OCT-1997
RAZOR & TIE	9	75159966 29-AUG-	2105111 14-OCT-1997

Mark	International Class(es)	Application No.	Registration No.
		Filing Date	Registration Date
		1996	
	9, 16, 25, 28, 41	77830731 21-SEP-2009	4560519 1-JUL-2014
	9, 16, 41	77830727 21-SEP-2009	4560518 1-JUL-2014
KIDZ BOP	16, 25, 28	78301749 17-SEP-2003	3298693 25-SEP-2007
KIDZ BOP	9	76299638 14-AUG-2001	2538339 12-FEB-2002
KIDZ BOP	9	78975729 17-SEP-2003	2953747 17-MAY-2005
KIDZ BOP KIDS	16	77654381 22-JAN-2009	4317364 9-APR-2013
KIDZ BOP KIDS	16, 25, 28	85101374 5-AUG-2010	4688899 17-FEB-2015
KIDZ BOP KIDS	9	78578163 2-MAR-2005	3059071 14-FEB-2006
KIDZ BOP KIDS	41	78953002 16-AUG-2006	3875078 9-NOV-2010

Schedule 2 to
Trademark Security Agreement

TRADEMARK LICENSES

None.