

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hal Leonard LLC (successor to Hal Leonard Corporation)		08/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4993826	VOICES IN CONCERT	
<b>Registration Number:</b>	4879887	GUITARINSTRUCTOR.COM	
<b>Registration Number:</b>	4808079	SCOREPLAY	
<b>Registration Number:</b>	3008569	JOY OF SINGING	
<b>Registration Number:</b>	2891426	ESSENTIAL TECHNIQUE	
<b>Registration Number:</b>	2891425	PLAY TODAY!	
<b>Registration Number:</b>	2934243	PRO VOCAL	
<b>Registration Number:</b>	3711053	SHEET MUSIC DIRECT	
<b>Registration Number:</b>	3510701	JAZZ PLAY-ALONG	
<b>Registration Number:</b>	2559958	MUSIC EXPRESS	
<b>Registration Number:</b>	2878209	BACKBEAT BOOKS	
<b>Registration Number:</b>	2474423	PRAISESONG	
<b>Registration Number:</b>	2125712	ESSENTIAL ELEMENTS	
<b>Registration Number:</b>	2279695	FAST TRACK	
<b>Registration Number:</b>	2078114	CARTA	
<b>Registration Number:</b>	1967973	HAL LEONARD	
<b>Registration Number:</b>	1957457	RECORDED VERSIONS	
<b>Registration Number:</b>	1928073	SIGNATURE LICKS	
<b>Registration Number:</b>	1577734	RUBANK	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	1551888	TRANSCRIBED SCORES
Registration Number:	1450735	THE GRAND STAND
Registration Number:	1236314	EZ PLAY TODAY
Registration Number:	1082469	EXPRESSIVE ARTS
Registration Number:	1050640	E-Z PLAY
Registration Number:	1555355	RECORDED VERSIONS

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*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: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 2001 Ross Avenue, Suite 3600  
Address Line 4: Dallas, TEXAS 75201

<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	08/03/2016

**Total Attachments: 5**  
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of August 1, 2016 by and from HAL LEONARD LLC, a Delaware limited liability company (successor to Hal Leonard Corporation, a Wisconsin corporation) (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of August 1, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of August 1, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon the Termination Date, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure

the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

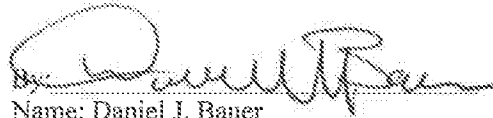
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

HAL LEONARD LLC  
(successor to Hal Leonard Corporation)

A handwritten signature in black ink, appearing to read "Daniel J. Bauer". The signature is written in a cursive style with a large initial "D".

Name: Daniel J. Bauer

Title: Senior Vice President,  
Chief Financial Officer and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS<sup>1</sup>

<b>Owner</b>	<b>Registration Date</b>	<b>Registration #</b>	<b>Title</b>	<b>Jurisdiction</b>
Hal Leonard Corporation	July 5, 2016	4993826	VOICES IN CONCERT	USA
Hal Leonard Corporation	January 5, 2016	4879887	GUITARINSTRUCTOR.COM	USA
Hal Leonard Corporation	September 8, 2015	4808079	SCOREPLAY	USA
Hal Leonard Corporation	October 25, 2005	3008569	JOY OF SINGING	USA
Hal Leonard Corporation	October 5, 2004	2891426	ESSENTIAL TECHNIQUE	USA
Hal Leonard Corporation	October 5, 2004	2891425	PLAY TODAY!	USA
Hal Leonard Corporation	March 15, 2005	2934243	PRO VOCAL	USA
Hal Leonard Corporation	November 17, 2009	3711053	SHEET MUSIC DIRECT	USA
Hal Leonard Corporation	October 7, 2008	3510701	JAZZ PLAY-ALONG	USA
Hal Leonard Corporation	April 9, 2002	2559958	MUSIC EXPRESS	USA
Hal Leonard Corporation	August 31, 2004	2878209	BACKBEAT BOOKS	USA
Hal Leonard Corporation	July 31, 2001	2474423	PRAISESONG	USA
Hal Leonard Corporation	December 30, 1997	2125712	ESSENTIAL ELEMENTS	USA
Hal Leonard Corporation	September 21, 1999	2279695	FAST TRACK	USA
Hal Leonard Corporation	July 8, 1997	2078114	CARTA	USA
Hal Leonard Corporation	April 16, 1996	1967973 (US) 1238156 (International)	HAL LEONARD	USA, Australia, China, European Community, Japan, Republic of Korea, Mexico, Singapore
Hal Leonard Corporation	February 20, 1996	1957457	RECORDED VERSIONS	USA
Hal Leonard Corporation	October 17, 1995	1928073	SIGNATURE LICKS	USA
Hal Leonard Corporation	January 16, 1990	1577734	RUBANK	USA
Hal Leonard Corporation	August 15, 1989	1551888	TRANSCRIBED SCORES	USA
Hal Leonard Publishing Corporation	August 4, 1987	1450735	THE GRAND STAND	USA

<sup>1</sup> Registered owner for registrations with the United States Patent and Trademark Office to be changed to Hal Leonard LLC substantially concurrently with the filing of this Confirmatory Grant.

<b>Owner</b>	<b>Registration Date</b>	<b>Registration #</b>	<b>Title</b>	<b>Jurisdiction</b>
Hal Leonard Corporation	May 3, 1983	1236314	EZ PLAY TODAY	USA
Hal Leonard Corporation	January 17, 1978	1082469	EXPRESSIVE ARTS	USA
Hal Leonard Corporation	October 19, 1976	1050640	E-Z PLAY	USA
Hal Leonard Corporation	September 5, 1989	1555355	RECORDED VERSIONS	USA