

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396393

<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>
ole Media Management (GP) Inc.		08/17/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City National Bank, as Administrative Agent		
<b>Street Address:</b>	400 N. Roxbury Dr., 3rd Floor		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4280702	IT'S YOUR MUSIC. OWN IT.	
<b>Registration Number:</b>	3810159	JINGLE PUNKS	
<b>Registration Number:</b>	3810162	JINGLE PUNKS	
<b>Registration Number:</b>	4127145	THE JINGLE PLAYER	
<b>Registration Number:</b>	4265332	POWERED BY JINGLE PUNKS	
<b>Registration Number:</b>	4300341	THE HIPSTER ORCHESTRA	
<b>Registration Number:</b>	4300340	THE JINGLE PUNKS HIPSTER ORCHESTRA	
<b>Serial Number:</b>	85893395	MUSIC BOX PUBLISHING	
<b>Serial Number:</b>	85942613	MUSICBOX	
<b>Registration Number:</b>	3973000	MAJORLY INDIE	
<b>Registration Number:</b>	3791941	OLE	
<b>Registration Number:</b>	3791940	OLE	
<b>Registration Number:</b>	4142443	RESCUE RECORDS	
<b>Registration Number:</b>	3354116	MUSIC CONCIERGE	
<b>Registration Number:</b>	2800942	5 ALARM MUSIC	
<b>Registration Number:</b>	2748339	5 ALARM MUSIC	
<b>Registration Number:</b>	2308332	ANTHEM	
<b>Registration Number:</b>	2384502	ANTHEM	

CH \$465.00 4280702

**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**ATTORNEY DOCKET NUMBER:** 66041-30020**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 08/25/2016**Total Attachments: 8**

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**U.S. TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 17, 2016 (this “Security Agreement”), is made by **ole MEDIA MANAGEMENT (GP) INC.**, a corporation organized under the laws of Ontario (the “Grantor”), in favor of **CITY NATIONAL 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 Accommodation Security Agreement referred to below).

**WHEREAS**, ole Media Management L.P., a limited partnership organized under the laws of Ontario (“Borrower”), the lenders from time to time parties thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of August 17, 2016 (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 Grantor has entered into the Accommodation Security Agreement, dated as of August 17, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Accommodation Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Accommodation Security Agreement requires the 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, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Accommodation Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** 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 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 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 Accommodation 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

Accommodation Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Security Agreement may be executed by one or more of the 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 any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

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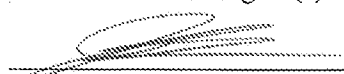
IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

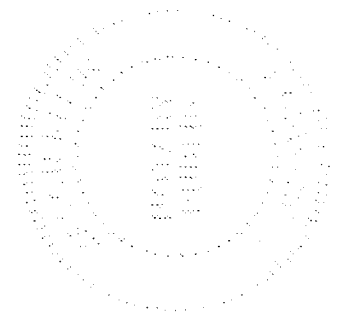
**OLE MEDIA MANAGEMENT (GP) INC.**

By:    
Name: **Ed Killin** **Denis Dinsmore**  
Title: **EVP Acquisitions** **VP, Finance**

This instrument was signed before me on August 17, 2016 at Toronto, Ontario.

by Ed Killin and Denis Dinsmore  
Print name of signer(s)

  
Notary Signature  
Name: Jason Klein



Acknowledged and agreed to  
as of the date hereof:

**ADMINISTRATIVE AGENT:**

**CITY NATIONAL BANK**

By: \_\_\_\_\_  
Name:  
Title:

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

**OLE MEDIA MANAGEMENT (GP) INC.**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed to  
as of the date hereof:

**ADMINISTRATIVE AGENT:**


**CITY NATIONAL BANK**

By: Denise Colletta  
Name: DENISE COLLETTA  
Title: SENIOR VICE PRESIDENT

SCHEDULE I


U.S. Trademarks and Trademark Licenses

I. Trademarks

No.	Trademark	Status App/Reg. Date & No.	Goods and Services
1	It's Your Music. Own It.	<b>Registered</b> <b>App</b> 26-JAN-2012 <b>App</b> 85/526,197 <b>Reg</b> 22-JAN-2013 <b>Reg</b> 4280702	Software as a Service (SaaS) services featuring software for use in providing a music asset management platform featuring solutions for creating, sharing, administering and monetizing music assets.
2	JINGLE PUNKS	<b>Registered</b> <b>App</b> 03-NOV-2009 <b>App</b> 77/863,557 <b>Reg</b> -29-JUN-2010 <b>Reg</b> 3810159	Commercial administration of the licensing of the music of others. Providing an online computer database in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions. Providing a search engine for obtaining data on a global computer network in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions.
3	JINGLE PUNKS & Design 	<b>Registered</b> <b>App</b> 03-NOV-2009 <b>App</b> 77/863,611 <b>Reg</b> -29-JUN-2010 <b>Reg</b> 3810162	Commercial administration of the licensing of the music of others. Providing an online computer database in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions. Providing a search engine for obtaining data on a global computer network in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions.
4	THE JINGLE PLAYER	<b>Registered</b> <b>App</b> 09-AUG-2011 <b>App</b> 85/393,020 <b>Reg</b> 10-APR-2012 <b>Reg</b> 4127145	Commercial administration of the licensing of the music of others. Providing an online computer database in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions. Providing a search engine for obtaining data on a global computer network in the fields of music and entertainment featuring algorithms for music-based and non-

No.	Trademark	Status App/Reg. Date & No.	Goods and Services
			music-based search functions.
5	POWERED BY JINGLE PUNKS	<b>Registered</b> <b>App</b> 09-AUG-2011 <b>App</b> 85/393,035 <b>Reg</b> 25-DEC-2012 <b>Reg</b> 4265332	Commercial administration of the licensing of the music of others. Providing an online computer database in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions. Providing a search engine for obtaining data on a global computer network in the fields of music and entertainment featuring algorithms for music-based and non-music-based search functions.
6	THE HIPSTER ORCHESTRA	<b>Registered</b> <b>App</b> 19-MAR-2012 <b>App</b> 85/573,122 <b>Reg</b> 12-MAR-2013 <b>Reg</b> 4300341	Entertainment services, namely, live performances by a musical band.
7	THE JINGLE PUNKS HIPSTER ORCHESTRA	<b>Registered</b> <b>App</b> 19-MAR-2012 <b>App</b> 85/573,108 <b>Reg</b> 12-MAR-2013 <b>Reg</b> 4300340	Musical sound recordings. Entertainment services, namely, live performances by a musical band.
8	MUSIC BOX PUBLISHING	<b>Pending</b> <b>App</b> 02-APR-2013 <b>App</b> 85/893,395	Commercial administration of the licensing of music of others; Music selection services for use in advertising Music selection services for use in television, film, radio and video games
9	Music Box	<b>Pending</b> <b>App</b> 24-MAY-2013 <b>App</b> 85/942,613	Music publishing services
10	MAJORLY INDIE	<b>Registered</b> <b>App</b> 07-MAY-2010 <b>App</b> 85/033,560 <b>Reg</b> 07-JUN-2011 <b>Reg</b> 3,973,000	Household wares, namely, cardboard coasters Clothing, namely, shirts, T-shirts and sweatshirts, jackets, headgear, namely, hats and caps Promoting demonstration sound recordings, namely, digital music Music publishing services
11	OLE	<b>Registered</b>	Music publishing services



No.	Trademark	Status App/Reg. Date & No.	Goods and Services
		<b>App</b> 06-OCT-2008 <b>App</b> 77/586,740 <b>Reg</b> 25-MAY-2010 <b>Reg</b> 3,791,941	
12	OLE & Design  	<b>Registered</b> <b>App</b> 06-OCT-2008 <b>App</b> 77/586,736 <b>Reg</b> 25-MAY-2010 <b>Reg</b> 3,791,940	Music publishing services
13	RESCUE RECORDS	<b>Registered</b> <b>App</b> 21-SEP-2011 <b>App</b> 85/428,208 <b>Reg</b> 15-MAY-2012 <b>Reg</b> 4,142,443	Music production services
14	MUSIC CONCIERGE	<b>Registered</b> <b>App</b> 20-APR-2006 <b>App</b> 78/866,101 <b>Reg</b> 11-DEC-2007 <b>Reg</b> 3,354,116	Advertising, promotion and marketing services
15	5 ALARM MUSIC	<b>Registered</b> <b>App</b> 05-NOV-2001 <b>App</b> 76/333,897 <b>Reg</b> 30-DEC-2003 <b>Reg</b> 2,800,942	Pre-recorded compact discs, audio cassettes, audio/visual discs, and videotapes, all featuring music
16	5 ALARM MUSIC	<b>Registered</b> <b>App</b> 05-NOV-2001 <b>App</b> 76/333,890 <b>Reg</b> 05-AUG-2003 <b>Reg</b> 2,748,339	Music production services
17	ANTHEM	<b>Registered</b> <b>App</b> 25-NOV-1997 <b>App</b> 75/395,997 <b>Reg</b> 18-JAN-2000 <b>Reg</b> 2,308,332	Pre-recorded phonograph records, audio and video cassettes, digital audio cassettes, audio tapes and compact discs featuring music and vocals.

No.	Trademark	Status App/Reg. Date & No.	Goods and Services
18	ANTHEM	<b>Registered</b> <b>App</b> 25-NOV-1997 <b>App</b> 75/395,996 <b>Reg</b> 12-SEP-2000 <b>Reg</b> 2,384,502	<p>Personal and business management services for entertainers in the music and vocal recording industry; licensing the images of musical and vocal entertainers on goods and services of others; product merchandising services for entertainers in the music and vocal recording industry; providing the services of entertainers in the music and vocal recording industry through the distribution of printed and audio promotional materials and by rendering sales promotion advice; recruitment and placement of performing artists and technical support personnel for music and vocal performances and recordings.</p> <p>Music publishing services for entertainers in the music and vocal recording industry; production of audio and video recordings.</p>

II. Each of the U.S. trademarks listed above in I is licensed by ole Media Management (GP) Inc. to ole Media Management L.P. pursuant to an amended and restated intellectual property license agreement made effective as of February 16, 2016 between ole Media Management (GP) Inc., as licensor, and ole Media Management L.P., as licensee.