

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY FIRST LIEN SECURITY AGREEMENT RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		02/23/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SESAC LLC		
Street Address:	152 WEST 57TH ST., 57TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RUMBLEFISH, INC.		
Street Address:	107 SE WASHINGTON STREET, SUITE 700		
City:	PORTLAND		
State/Country:	OREGON		
Postal Code:	97214		
Entity Type:	Corporation: DELAWARE		
Name:	THE HARRY FOX AGENCY LLC		
Street Address:	40 WALL STREET, 6TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL, INC.		
Street Address:	17201 NE SACRAMENTO ST.		
City:	PORTLAND		
State/Country:	OREGON		
Postal Code:	97230		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 30			

CH \$765.00 3483353

Property Type	Number	Word Mark
Registration Number:	3483353	SESAC
Registration Number:	3460754	SESAC
Registration Number:	1811069	SESAC
Registration Number:	2888403	SESAC LATINA
Registration Number:	3375838	
Registration Number:	3456848	
Registration Number:	3456847	
Registration Number:	2930093	E SESAC
Serial Number:	85673032	MR. LYRIC
Serial Number:	85673081	MS. MELODY
Serial Number:	85672699	SESAC
Serial Number:	85695841	YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.
Serial Number:	85695892	WRITE, PLAY & GET PAID.
Serial Number:	85695932	FROM SOUND CHECK TO ROYALTY CHECK
Registration Number:	3530060	EMECANICAL
Registration Number:	3582253	ESONG
Registration Number:	4313452	ESYNCH
Registration Number:	2422834	HFA
Registration Number:	2782585	HFA
Registration Number:	4285657	RIGHTS. SIMPLIFIED.
Registration Number:	3273353	SONGFILE
Registration Number:	2385258	THE HARRY FOX AGENCY, INC.
Serial Number:	86750552	C
Registration Number:	2212284	
Registration Number:	3806681	CCLI
Registration Number:	3806873	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	2197307	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	3812489	CHURCH COPYRIGHT LICENSE
Registration Number:	2519235	SONGSELECT
Registration Number:	4118187	S

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: COREY JB BETKER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

TRADEMARK

REEL: 005994 FRAME: 0271

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: COREY JB BETKER

SIGNATURE: /COREY JB BETKER/

DATE SIGNED: 02/23/2017

Total Attachments: 12

source=0 - Jefferies-SESAC IP First Lien Security Agreement Release#page1.tif
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INTELLECTUAL PROPERTY FIRST LIEN SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY FIRST LIEN SECURITY AGREEMENT RELEASE (the "**Release**") dated February 23, 2017, is made in favor of SESAC LLC, a Delaware limited liability company, Rumblefish, Inc., a Delaware corporation, The Harry Fox Agency LLC, a Delaware limited liability company and Christian Copyright Licensing International, Inc., an Oregon corporation (the foregoing, collectively, the "**Grantors**") by Jefferies Finance LLC, as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the First Lien Security Agreement (as defined below).

WHEREAS, the Grantors entered into that certain First Lien Security Agreement, dated as of December 31, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "**First Lien Security Agreement**") among SESAC Holdco II LLC, a Delaware limited liability company, SESAC Holdco I LLC, a Delaware limited liability company, the Grantors, the other grantors party thereto and the Secured Parties;

WHEREAS, under the terms of the First Lien Security Agreement, the Grantors granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors and the following agreements were executed and delivered by the respective Grantors in favor of the Collateral Agent (each as amended, amended and restated, supplemented or otherwise modified from time to time and, collectively, the "**First Lien Intellectual Property Security Agreements**"): that certain First Lien Trademark Security Agreement, dated as of December 31, 2012 by and between SESAC LLC and the Collateral Agent (the "**First Lien Trademark Security Agreement**"), that certain First Lien Patent Security Agreement, dated as of December 6, 2013, by and between Rumblefish, Inc. and the Collateral Agent (the "**First Lien Patent Security Agreement**"), that certain First Lien Copyright Security Agreement, dated as of December 6, 2013, by and between Rumblefish, Inc. and the Collateral Agent (the "**First Lien Copyright Security Agreement**"), that certain Supplemental First Lien Trademark Security Agreement, dated as of November 24, 2015, by and between The Harry Fox Agency LLC and the Collateral Agent (the "**Supplemental First Lien Trademark Security Agreement I**"), and that certain Supplemental First Lien Trademark Security Agreement, dated as of May 24, 2016, by and between Christian Copyright Licensing International, Inc. and the Collateral Agent (the "**Supplemental First Lien Trademark Security Agreement II**");

WHEREAS, the Supplemental First Lien Trademark Security Agreement I was recorded with the United States Patent and Trademark Office on April 19, 2016 at Reel 5773 and Frame 0778; and

WHEREAS, in accordance with the provisions of the First Lien Security Agreement, the indebtedness under has been paid in full, and the Collateral Agent now desires to release its security interest in and to the **Secured Trademarks** (as defined in the First Lien Trademark Security Agreement and including the Secured Trademarks provided in Schedule A attached hereto), the **Secured Patents** (as defined in the First Lien Patent Security Agreement and including the Secured Patents provided in Schedule B attached hereto), the **Secured Copyrights** (as defined in the First Lien Copyright Security Agreement and including the

Secured Copyrights provided in Schedule C attached hereto), the ***Supplemental Secured Trademarks I*** (defined as Secured Trademarks in the Supplemental First Lien Trademark Security Agreement I and including the Supplemental Secured Trademarks I provided in Schedule D attached hereto) and the ***Supplemental Secured Trademarks II*** (defined as Secured Trademarks in the Supplemental First Lien Trademark Security Agreement II and including the Supplemental Secured Trademarks II provided in Schedule E attached hereto) (the foregoing, collectively, the “***Intellectual Property Collateral***”).

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

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its security interest in, and reassigns to the Grantors, without representation or warranty of any kind, any and all right, title and interest in and to the Intellectual Property Collateral, including the Intellectual Property Collateral listed on Schedules A, B, C, D and E, granted to it pursuant to the First Lien Security Agreement and the First Lien Intellectual Property Security Agreements, as applicable.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the applicable officials of the United States Copyright Office and the United States Patent and Trademark Office record this Release.

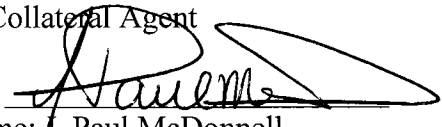
SECTION 3. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JEFFERIES FINANCE LLC
as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE A

Certain of the Secured Trademarks are listed below:

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
SESAC	United States	3,483,353	12-Aug-08	SESAC LLC as assignee of SESAC, Inc.
SESAC	United States	3,460,754	8-Jul-08	SESAC LLC as assignee of SESAC, Inc.
SESAC & DESIGN	United States	1,811,069	14-Dec-93	SESAC LLC as assignee of SESAC, Inc.
SESAC LATINA	United States	2,888,403	28-Sep-04	SESAC LLC as assignee of SESAC, Inc.
MR. LYRIC & DESIGN	United States	3,375,838	29-Jan-08	SESAC LLC as assignee of SESAC, Inc.
MR. LYRIC & DESIGN	United States	3,456,848	1-Jul-08	SESAC LLC as assignee of SESAC, Inc.
MS. MELODY & DESIGN	United States	3,456,847	1-Jul-08	SESAC LLC as assignee of SESAC, Inc.
E SESAC & DESIGN	United States	2,930,093	8-Mar-05	SESAC LLC as assignee of SESAC, Inc.

II. U.S. TRADEMARK APPLICATIONS

Mark	Serial Number	Filing Date	Applicant
MR. LYRIC	85673032	7/10/2012	SESAC, Inc.
MS. MELODY	85673081	7/10/2012	SESAC, Inc.
SESAC	85672699	7/10/2012	SESAC, Inc.
YOUR MUSIC. YOUR RIGHTS. YOUR MONEY	85695841	8/6/2012	SESAC, Inc.

WRITE, PLAY & GET PAID	85695892	8/6/2012	SESAC, Inc.
FROM SOUND CHECK TO ROYALTY CHECK	85695932	8/6/2012	SESAC, Inc.

SCHEDULE B

Certain of the Secured Patents are listed below:

I. U.S. REGISTERED PATENTS

None.

II. U.S. PATENT APPLICATIONS

Title	Record Owner	Jurisdiction	Application Date	Application Number
Licensing protected works within electronic information networks	Rumblefish, Inc.	United States	5/17/2013	13897104
Network sourced enrichment and categorization of media content	Rumblefish, Inc.	United States	9/9/2013	61875250

SCHEDULE C

Certain of the Secured Copyrights are listed below:

I. U.S. REGISTERED COPYRIGHTS

None.

II. U.S. COPYRIGHT APPLICATIONS

Copyright	Record Owner	Jurisdiction	Application Date	Application Number
Wheel graphic	Rumblefish, Inc.	United States	7/22/2013	1-959796191

SCHEDULE D



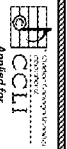
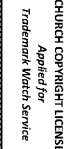

Certain of the Supplemental Secured Trademarks I are listed below:





Country	Mark	Reg Date / Reg No.
USA	EMECHANICAL	11/11/2008 Reg. No: 3,530,060
USA	ESONG	3/3/2009 Reg. No: 3,582,253
USA	ESYNCH	4/2/2013 Reg. No: 4,313,452
USA	HFA	1/23/2001 Reg. No: 2,422,834
USA	HFA AND DESIGN	11/11/2003 Reg. No: 2,782,585
USA	RIGHTS SIMPLIFIED	2/5/2013 Reg. No: 4,285,657
USA	SONGFILE	8/7/2007 Reg. No: 3,273,353
USA	THE HARRY FOX AGENCY, INC.	9/12/2000 Reg. No: 2,385,258

SCHEDULE E



Certain of the Supplemental Secured Trademarks II are listed below:

(see attached)

TRADEMARK	USA	USA - Madrid	Canada	Mexico	Australia	Australia - Madrid	New Zealand	New Zealand - Madrid	Singapore	Singapore - Madrid	Korea	Korea - Madrid
 STYLIZED C LOGO Trademark Watch Service	REGISTRATION	8/6/7/50,552	12/8/710	12/8/710	12/8/710	12/8/710	12/8/710 / 1034161	12/8/710	12/8/710	12/8/710	12/8/710	12/8/710
	Registration Date	29/5/2015	29/5/2015		Pending - sub for opposition 4Feb16	29/5/2015	29/5/2015	29/5/2015	29/5/2015	29/5/2015	29/5/2015	29/5/2015
	RENEWAL DATE	3/4/45	3/4/45			3/4/45	3/4/45	3/4/45	3/4/45	3/4/45	3/4/45	3/4/45
 NOT DESIGN Trademark Watch Service	REGISTRATION	22/1/2010	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209
	Registration Date	22/1/2010	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209
	RENEWAL DATE	22/1/2020	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209
 CCII Trademark Watch Service	REGISTRATION	3/8/06,681	10/20/24	8/01,699	11/9/576	10/20/24	8/23/026/993323	10/20/24	10/20/24	10/20/24	10/20/24	10/20/24
	Registration Date	22/1/2010	30/0/209	7/11/2011	11/9/576	30/0/209	17/9/1996	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209
	RENEWAL DATE	22/1/2020	30/0/209	7/11/2026	11/9/576	30/0/209	17/9/2023	30/0/209	30/0/209	30/0/209	30/0/209	30/0/209
 CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL CCI Trademark Watch Service	REGISTRATION	21/9/207	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398
	Registration Date	21/9/2010	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398
	RENEWAL DATE	21/9/2020	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398	20/0/1398
 CHURCH COPYRIGHT LICENSE Trademark Watch Service	REGISTRATION	3/812,489	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010
	Registration Date	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010	6/11/2010
	RENEWAL DATE	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020	6/11/2020
 SONGSELECT Trademark Watch Service	REGISTRATION	2,519,235	10/18/85	8/7/01/1,698,818	12/27/72	10/18/85	5/27/96/67246	10/18/85	10/18/85	10/18/85	10/18/85	10/18/85
	Registration Date	18/01/2021	30/0/209	17/9/2014	18/01/2011	18/01/2011	14/8/2003	14/8/2003	30/0/209	30/0/209	30/0/209	30/0/209
	RENEWAL DATE	18/01/2021	30/0/209	17/9/2029	11/9/2020	14/8/2023	14/8/2023	14/8/2023	30/0/209	30/0/209	30/0/209	30/0/209
 S & Design Trademark Watch Service	REGISTRATION	4118,187	109/063	8/8/11/1,698,818	12/81/06 (1,026,24)	109/063	8/8/11/676	109/063	109/063	109/063	109/063	109/063
	Registration Date	27/9/2011	28/11/2011	4/9/2013	11/9/2011	28/11/2011	28/11/2011	28/11/2011	28/11/2011	28/11/2011	28/11/2011	28/11/2011
	RENEWAL DATE	27/9/2022	28/11/2021	4/9/2028	12/9/2021	28/11/2021	28/11/2021	28/11/2021	28/11/2021	28/11/2021	28/11/2021	28/11/2021

TRADEMARK	UK	UK - Madrid	UK - EU	Europe				Lat Am	South Africa	Africa	South Africa
				Germany	Germany - Madrid	Germany - EU	Benelux				
 STYLIZED C LOGO Trademark Watch Service	REGISTRATION	12/8/10	12/8/10	12/8/10	12/8/10	12/8/10	12/8/10	910393265/910393133	2016/07/301	2016/07/302	
	RENEWAL DATE	29/5/2015	29/5/2015	29/5/2015	29/5/2015	29/5/2015	29/5/2015	8/30/2016	30/07/2016	30/07/2016	
	Class	35/45	35/45	35/45	35/45	35/45	35/45	Applied	Applied	Applied	
 NOT DESIGN Trademark Watch Service	REGISTRATION	30/06/1991	30/06/1991	30/06/1991	30/06/1991	30/06/1991	30/06/1991	8/30/2016	30/07/2016	30/07/2016	
	RENEWAL DATE	30/06/2018	30/06/2018	30/06/2018	30/06/2018	30/06/2018	30/06/2018	8/30/2016	30/07/2016	30/07/2016	
	Class	42	42	42	42	42	42	Applied	Applied	Applied	
 CCI Trademark Watch Service	REGISTRATION	1/6/6, 5/10	1/20/2/24	7/6/129	1/20/2/24	7/6/129	8/30/2016	92/1/00/6	2/09/2/19/6	2/09/2/19/7	
	RENEWAL DATE	30/06/1991	30/06/2009	13/4/1998	30/06/2009	13/4/1998	30/06/2009	6/11/2018	22/01/1992	30/07/2009	30/07/2009
	Class	42	35/45	9/16/42	35/45	9/16/42	35/45	Applied	Applied	Applied	
CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL CCL Trademark Watch Service	REGISTRATION	6/20/982	6/20/982	6/20/982	6/20/982	6/20/982	6/20/982	6/20/982	6/20/982	6/20/982	
	RENEWAL DATE	6/02/2019	6/02/2019	6/02/2019	6/02/2019	6/02/2019	6/02/2019	21/5/2020	6/30/2019	6/30/2019	
	Class	35/45	35/45	35/45	35/45	35/45	35/45	Applied	Applied	Applied	
CHURCH COPYRIGHT LICENSE Applied for Trademark Watch Service	REGISTRATION	1/49/759	1/01/885	1/01/885	1/01/885	1/01/885	1/01/885	834/24651	2/09/7/19/0	2/09/7/19/0	
	RENEWAL DATE	8/10/2010	30/06/2019	30/06/2019	30/06/2019	30/06/2019	30/06/2019	04/5/2012	3/00/2/009	3/00/2/009	
	Class	42	42	42	42	42	42	Applied	Applied	Applied	
 SONGSELECT Trademark Watch Service	REGISTRATION	1/09/063	1/09/063	1/09/063	1/09/063	1/09/063	1/09/063	651/082879	2/01/1/88/2	2/01/1/88/2	
	RENEWAL DATE	28/01/2011	28/01/2021	28/01/2021	28/01/2021	28/01/2021	28/01/2021	28/01/2021	2/01/1/88/2	2/01/1/88/2	
	Class	42	42	42	42	42	42	Applied	Applied	Applied	

Revised Trademarks as of 05/02/2016

TRADEMARK	Lat Am				
	Brazil	Brazil	Brazil	Brazil	
 Black	REGISTRATION	829634240	829634233	829634231	829634258
	Registration Date	21SEP2010	21SEP2010	21SEP2010	21SEP2010
	RENEWAL DATE	21SEP2020	21SEP2020	21SEP2020	21SEP2020
	Class	35	38	42	45
Trademark Watch Service	Filing Date	03APR2008	03APR2008	03APR2008	03APR2008
	Active/Applied	Active	Active	Active	Active
	REGISTRATION	829634266	829634282	829634215	829634274
	Registration Date	21SEP2010	21SEP2010	21SEP2010	21SEP2010
 Gray & Green	RENEWAL DATE	21SEP2020	21SEP2020	21SEP2020	21SEP2020
	Class	35	38	42	45
	Filing Date	03APR2008	03APR2008	03APR2008	03APR2008
	Active/Applied	Active	Active	Active	Active