

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417280

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SESAC, INC.		02/23/2017	Corporation: NEW YORK
SESAC LLC		02/23/2017	Limited Liability Company: DELAWARE
THE HARRY FOX AGENCY LLC		02/23/2017	Limited Liability Company: DELAWARE
RUMBLEFISH, INC.		02/23/2017	Corporation: DELAWARE
CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL, INC.		02/23/2017	Corporation: OREGON

## RECEIVING PARTY DATA

<b>Name:</b>	JEFFERIES FINANCE LLC
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: NEW YORK

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4738281	SESAC
Registration Number:	5011368	SESAC
Registration Number:	4337612	SESAC
Registration Number:	2888403	SESAC LATINA
Registration Number:	4541496	FROM SOUND CHECK TO ROYALTY CHECK
Registration Number:	4541495	WRITE, PLAY & GET PAID.
Registration Number:	4541494	YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.
Registration Number:	4670007	MS. MELODY & MR. LYRIC
Registration Number:	3530060	EMECANICAL
Registration Number:	3582253	ESONG
Registration Number:	4313452	ESYNCH
Registration Number:	2422834	HFA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2782585	HFA
Registration Number:	4285657	RIGHTS. SIMPLIFIED.
Registration Number:	3273353	SONGFILE
Registration Number:	2385258	THE HARRY FOX AGENCY, INC.
Registration Number:	3549058	RUMBLEFISH
Registration Number:	4168302	FRIENDLY MUSIC
Registration Number:	4268557	MICROSYNC
Registration Number:	4685416	RADKEY
Serial Number:	86750552	C
Registration Number:	2212284	
Registration Number:	2197307	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	3806681	CCLI
Registration Number:	3806873	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	3812489	CHURCH COPYRIGHT LICENSE
Registration Number:	2519235	SONGSELECT
Registration Number:	4118187	S

#### CORRESPONDENCE DATA

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168619 2nd Lien
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	02/24/2017

#### Total Attachments: 6

source=#89388200v1 - (2L Trademark filing)#page3.tif

source=#89388200v1 - (2L Trademark filing)#page4.tif

source=#89388200v1 - (2L Trademark filing)#page5.tif

source=#89388200v1 - (2L Trademark filing)#page6.tif

source=#89388200v1 - (2L Trademark filing)#page7.tif

source=#89388200v1 - (2L Trademark filing)#page8.tif

**TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of February 23, 2017, by SESAC, INC., SESAC LLC, THE HARRY FOX AGENCY LLC, RUMBLEFISH, INC. and CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL, INC. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

**WITNESSETH:**

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of February 23, 2017 (as amended, modified, refinanced and/or restated from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably

requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. (a) Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of the Junior Lien Intercreditor Agreement and any applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and any such Intercreditor Agreement, the terms of such Intercreditor Agreement shall govern.

(b) Without limiting anything set forth in clause (a) above, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Junior Lien Intercreditor Agreement), including liens and security interests granted to Jefferies Finance LLC, as Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement or any applicable Intercreditor Agreement.

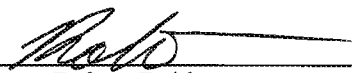
[Signature pages follow.]

**SESAC, INC., as Grantor**

By:   
Name: Robert Reid  
Title: President

**SESAC LLC, as Grantor**

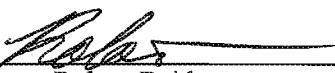
By: SESAC, Inc., its Managing Member

By:   
Name: Robert Reid  
Title: President

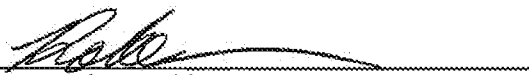
**THE HARRY FOX AGENCY LLC, as Grantor**

By:   
Name: Robert Reid  
Title: Vice President

**RUMBLEFISH, INC., as Grantor**

By:   
Name: Robert Reid  
Title: President

**CHRISTIAN COPYRIGHT LICENSING  
INTERNATIONAL, INC., as Grantor**

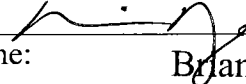
By:   
Name: Robert Reid  
Title: Vice President

*[Signature Page to Second Lien Trademark Security Agreement]*

**TRADEMARK**

**REEL: 005995 FRAME: 0224**

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: Brian Buoye  
Title: Managing Director

**Schedule I**  
**Trademark Registrations and Applications**

	Owner	Mark	App. No.	Reg. No.
1.	SESAC, Inc.	SESAC & DESIGN	86385496	4,738,281
2.	SESAC, Inc.	SESAC & DESIGN	86766989	5,011,368
3.	SESAC, Inc.	SESAC	85672699	4,337,612
4.	SESAC LLC as assignee of SESAC, Inc.	SESAC LATINA	76500829	2,888,403
5.	SESAC, Inc.	FROM SOUND CHECK TO ROYALTY CHECK	85695932	4,541,496
6.	SESAC, Inc.	WRITE, PLAY & GET PAID.	85695892	4,541,495
7.	SESAC, Inc.	YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.	85695841	4,541,494
8.	SESAC, Inc.	MS. MELODY & MR. LYRIC	86166042	4,670,007
9.	The Harry Fox Agency LLC	EMECHANICAL	77307956	3,530,060
10.	The Harry Fox Agency LLC	ESONG <sup>1</sup>	77307948	3,582,253
11.	The Harry Fox Agency LLC	ESYNCH	85124785	4,313,452
12.	The Harry Fox Agency LLC	HFA	75724785	2,422,834
13.	The Harry Fox Agency LLC	HFA & DESIGN	76298761	2,782,585
14.	The Harry Fox Agency LLC	RIGHTS. SIMPLIFIED.	85645640	4,285,657
15.	The Harry Fox Agency LLC	SONGFILE	77000525	3,273,353
16.	The Harry Fox Agency LLC	THE HARRY FOX AGENCY	75723642	2,385,258
17.	Rumblefish, Inc.	RUMBLEFISH	77313953	3,549,058
18.	Rumblefish, Inc.	FRIENDLY MUSIC	77847935	4,168,302
19.	Rumblefish, Inc.	MICROSYNC	77847940	4,268,557
20.	Rumblefish, Inc.	RADkey	85955671	4,685,416
21.	Christian Copyright Licensing International, Inc.	STYLIZED C LOGO	86750552	Pending: published for opposition in December 2016

<sup>1</sup> Subject to a co-existence agreement.

	<b>Owner</b>	<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>
22.	Christian Copyright Licensing International, Inc.	NOTE DESIGN	75264671	2,212,284
23.	Christian Copyright Licensing International, Inc.	CCLI	75264672	2,197,307
24.	Christian Copyright Licensing International, Inc.	CCLI	77860923	3,806,681
25.	Christian Copyright Licensing International, Inc.	CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL	77864227	3,806,873
26.	Christian Copyright Licensing International, Inc.	CHURCH COPYRIGHT LICENSE	77422848	3,812,489
27.	Christian Copyright Licensing International, Inc.	SONGSELECT	75840924	2,519,235
28.	Christian Copyright Licensing International, Inc.	STYLIZED MUSIC NOTE	85376252	4,118,187