

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449667

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		10/27/2017	Limited Liability Company: DELAWARE
Concord Bicycle Assets, LLC		10/27/2017	Limited Liability Company: DELAWARE
Concord Music Group, Inc.		10/27/2017	Corporation: DELAWARE
New Razor & Tie Enterprises, LLC		10/27/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2029 Century Park East, 39th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5303100	CRAFT RECORDINGS
Registration Number:	2677561	RAZOR & TIE
Registration Number:	2988362	SUNG BY KIDS FOR KIDS
Registration Number:	3659970	SUNG BY KIDS FOR KIDS
Registration Number:	4916686	BALBOA RECORDS
Registration Number:	1104665	MUSART
Registration Number:	5052599	TAMMY WYNETTE
Registration Number:	2190339	TELEVISION'S GREATEST HITS
Registration Number:	2190340	TELEVISION'S GREATEST HITS
Registration Number:	2270489	CONCORD CONCERTO
Registration Number:	2245994	CONCORD VISTA
Registration Number:	1919476	FANTASY
Registration Number:	1021946	PABLO
Registration Number:	1022529	TAKOMA

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2027393001*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:** 202.739.3000**Email:** jennifer.evans@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, D.C. 20004**ATTORNEY DOCKET NUMBER:** 066397-0571**NAME OF SUBMITTER:** Jennifer C. Evans**SIGNATURE:** /jce/**DATE SIGNED:** 11/03/2017**Total Attachments: 10**

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

as of October 27, 2017

WHEREAS, each of the undersigned (each a “Grantor”) now owns or holds and/or 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, pursuant to that certain Amended and Restated Credit, Security, Pledge and Guaranty Agreement, dated as of the date hereof (as the same may be further amended, supplemented or otherwise modified, renewed, restated 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 Alchemy Copyrights, LLC (d/b/a Concord Bicycle Music) and Boosey Hawkes Holdings Limited, as Borrowers, the Guarantors referred to therein, the Lenders referred to therein, JPMorgan Chase Bank, N.A., as Administrative Agent and as Issuing Bank, and Wilmington Trust (London) Limited, as UK Collateral Agent, pursuant to which the Lenders have agreed to make Loans to the Borrowers and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, Letters of Credit for the account of the Borrowers; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted a first priority security interest to the Administrative Agent (for the benefit of the Secured Parties) in and to all personal property of such Grantor whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Grantor in, to and under all of such Grantor’s Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether or not in possession of such Grantor, 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 and performance of the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing first priority security interest in and to all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether now owned, currently 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 the obligations under and in connection with the 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 Grantor 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.

Each Grantor agrees that if it 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 any Grantor, the Administrative Agent, or the other Secured Parties, 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 the 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 such Grantor's sole cost and expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. Each Grantor and the Administrative Agent each further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) 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 Revolving Credit Commitments under the Credit Agreement have terminated and all Obligations (other than contingent Obligations for which no claim has been made) have been indefeasibly paid and performed in full, the Administrative Agent (for the benefit of the Secured Parties) shall promptly execute and deliver to the Borrowers, at the Borrowers' sole cost and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by any Grantor as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) 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 (or Default under Section 7.1(h) of the Credit Agreement) shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which such 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by electronic transmission shall also deliver a manually executed counterpart of this Trademark Security

Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

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 Grantor. 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.

[Signature Page Follows]

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

GRANTORS:

ALCHEMY COPYRIGHTS, LLC
CONCORD BICYCLE ASSETS, LLC
CONCORD MUSIC GROUP, INC.

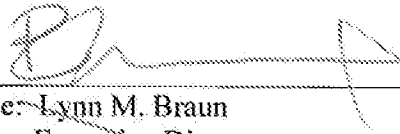
By: Scott Paucucci
Name: Scott Paucucci
Title: CEO/CEO/ Managing Director

NEW RAZOR & TIE ENTERPRISES, LLC

By: Scott Paucucci
Name: Scott Paucucci
Title: Director

ACCEPTED:

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

By: 
Name: Lynn M. Braun
Title: Executive Director

Patrick J. Minnick
Executive Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006196 FRAME: 0076

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

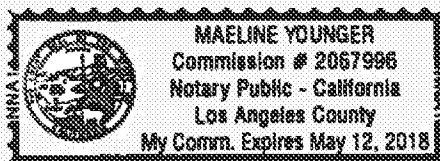
COUNTY OF Los Angeles

On October 26, 2017, before me, Maeline Younger, Notary Public, personally appeared Scott Pascurra 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 Maeline Younger [SEAL]



Schedule 1
to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Alchemy Copyrights, LLC	87165325	5303100	03-OCT-2017	CRAFT RECORDINGS
New Razor & Tie Enterprises, LLC	76382558	2677561	21-JAN-2003	
New Razor & Tie Enterprises, LLC	78400406	2988362	23-AUG-2005	SUNG BY KIDS FOR KIDS
New Razor & Tie Enterprises, LLC	77476590	3659970	28-JUL-2009	SUNG BY KIDS FOR KIDS
Concord Bicycle Assets, LLC	86400016	4916686	15-MAR-2016	
Concord Bicycle Assets, LLC	73054542	1104665	24-OCT-1978	MUSART
Alchemy Copyrights, LLC	86723244	5052599	04-OCT-2016	TAMMY WYNETTE
Alchemy Copyrights, LLC	75212366	2190339	22-SEP-1998	
Alchemy Copyrights, LLC	75212367	2190340	22-SEP-1998	TELEVISION'S GREATEST HITS

Concord Music Group, Inc.	75453645	2270489	17-AUG-1999	CONCORD CONCERTO
Concord Music Group, Inc.	75453646	2245994	18-MAY-1999	CONCORD VISTA
Concord Music Group, Inc.	74577680	1919476	19-SEP-1995	
Concord Music Group, Inc.	73037430	1021946	07-OCT-1975	PABLO
Concord Music Group, Inc.	73018658	1022529	14-OCT-1975	TAKOMA
New Razor & Tie Enterprises, LLC	77476590	3659970	28-JUL-2009	SUNG BY KIDS FOR KIDS
New Razor & Tie Enterprises, LLC	78400406	2988362	23-AUG-2005	SUNG BY KIDS FOR KIDS

Schedule 2
to Trademark Security Agreement

TRADEMARK LICENSES

None