

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS - Release of Reel 5670-Frame 0987		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		11/14/2018	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	EMI Entertainment World Inc.		
Street Address:	75 Ninth Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4211930	WHERE SONGS LIVE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>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.</i>			
Phone:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Catherine Kim		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Catherine Kim -60776.0003		
NAME OF SUBMITTER:	Catherine Kim		
SIGNATURE:	/Catherine Kim/		
DATE SIGNED:	11/16/2018		
Total Attachments: 6			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE (this “Release”), dated and effective as of November 14, 2018, is made by UBS AG, Stamford Branch, in its capacity as Administrative Agent (as defined in the Credit Agreement referred to below) in favor of each of the entities listed on Schedule 1 hereto as a “Grantor” (collectively, the “Grantors”).

WHEREAS, MTL Publishing LLC, a Delaware limited liability company (the “Company”), EMI Music Publishing Group North America Holdings Inc. (“EMIGNAH”, and together with the Company, the “Borrowers”), the other Grantors, the Lenders party thereto and the Administrative Agent entered into an Amended and Restated Credit Agreement, dated as of August 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, in connection with a Credit Agreement, and as a condition precedent to the extensions of credit thereunder and under the other Loan Documents, each Grantor party thereto entered into: (i) that certain Security Agreement, dated as of June 29, 2012 (the “2012 General Security Agreement”) with, *inter alios*, the Administrative Agent; (ii) that certain Trademark Security Agreement, dated as of June 29, 2012 (the “2012 Trademark Security Agreement”), in favor of the Administrative Agent; (iii) that certain Security Agreement or that certain Debenture, dated October 22, 2015 (the “2015 General Security Agreements”) with, *inter alios*, the Administrative Agent; and/or (iv) that certain Trademark Security Agreement, dated as of October 22, 2015 (the “2015 Trademark Security Agreement”, and together with the 2012 Trademark Security Agreement, the “Trademark Security Agreements”; and the Trademark Security Agreements, together with the 2012 General Security Agreement and the 2015 General Security Agreements, collectively, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantors have assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of their respective right, title and interest in, to and under all Trademarks, including the Trademarks registrations, together with all goodwill related thereto, set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”);

WHEREAS, (i) the 2012 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4820, Frame 0758, and at Reel 4820, Frame 0778, in each case, on July 13, 2012 and (ii) the 2015 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5670, Frame 0987 and at Reel 5660, Frame 0847, in each case, on November 04, 2015; and

WHEREAS, as of the date hereof, the Liens created by the Security Agreements in the Trademark Collateral have been released and terminated, and the Grantors have requested that the Administrative Agent enter into this Release in order to evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent and the other Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Credit Agreement and Security Agreements, the Administrative Agent on behalf of itself and the other Secured Parties hereby agrees as follows:

Capitalized terms used but not otherwise defined herein shall be defined as set forth in the Security Agreements (whether defined directly therein or by reference to another document).

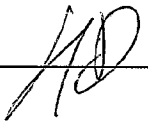
The Administrative Agent, on behalf of itself and the other Secured Parties, hereby terminates, cancels and releases its security interest in, and Lien on, the Trademark Collateral, and hereby reassigns and retransfers to the applicable Grantors, without any representation, warranty, or recourse whatsoever, any and all right, title and interest that it may have in, to and under the Trademark Collateral, effective as of the date set forth above.

This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows.]

ADMINISTRATIVE AGENT:

UBS AG, STAMFORD BRANCH

By: 
Name: Housseem Daly
Title: Associate Director
Banking Products Services, **US**

By: 
Name: Darlene Arias
Title: Director

[Signature Page to Trademark Release]

SCHEDULE 1


GRANTORS

1. EMI Music Publishing Limited
2. EMI Entertainment World Inc.
3. Jobete Music Co., Inc.

SCHEDULE A
TRADEMARKS

[Attached.]

Grantor: EMI Music Publishing Limited

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
	79053932	03/27/2008	03623172	05/19/2009

Reel 4820, Frame 0758

Grantor: EMI Entertainment World Inc.

1	Serial #: <u>75034529</u> Mark:	Filing Dt: 12/19/1995	Reg #: <u>2120367</u>	Reg. Dt: 12/09/1997
2	Serial #: <u>76213856</u> Mark: THE JUKEBOX COLLECTION	Filing Dt: 02/21/2001	Reg #: <u>2596323</u>	Reg. Dt: 07/16/2002
3	Serial #: <u>76241412</u> Mark: THE MUSIC SPA	Filing Dt: 04/16/2001	Reg #: <u>2778283</u>	Reg. Dt: 10/28/2003

Reel 4820, Frame 0778

Grantor: Jobete Music Co., Inc.

1	Serial #: <u>73224933</u> Mark: JOBETE	Filing Dt: 07/26/1979	Reg #: <u>1170137</u>	Reg. Dt: 09/22/1981
2	Serial #: <u>73759542</u> Mark: J JOBETE	Filing Dt: 10/24/1988	Reg #: <u>1610536</u>	Reg. Dt: 08/21/1990

Reel 5670, Frame 0987

Grantor: EMI Entertainment World Inc.

1	Serial #: <u>77358555</u> Mark: WHERE SONGS LIVE	Filing Dt: 12/21/2007	Reg #: <u>4211930</u>	Reg. Dt: 09/25/2012
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Reel 5660, Frame 0847

Grantor: EMI Music Publishing Limited

1	Serial #: <u>77054000</u> Mark: LYRIC	Filing Dt: 11/30/2006	Reg #: <u>3866220</u>	Reg. Dt: 10/26/2010
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