

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOBALT LONDON LIMITED		11/26/2018	Private Limited Company: UNITED KINGDOM
AMRA LONDON LIMITED		11/26/2018	Private Limited Company: UNITED KINGDOM
KTECH SERVICES LIMITED		11/26/2018	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	XXIII CAPITAL LIMITED, trading as 23 Capital, as the Administrative Agent		
Street Address:	33 Welbeck Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1G 8EX		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3665871	AWAL	
Registration Number:	3254695	K	
Registration Number:	4166590	KOBALT	
Registration Number:	5543306	PROKLAIM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	95189-30020		
NAME OF SUBMITTER:	Dusan Clark		

CH \$115.00 3665871

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	11/26/2018
Total Attachments: 6 source=23 Capital_Kobalt - Trademark Security Agreement 237783509_2#page1.tif source=23 Capital_Kobalt - Trademark Security Agreement 237783509_2#page2.tif source=23 Capital_Kobalt - Trademark Security Agreement 237783509_2#page3.tif source=23 Capital_Kobalt - Trademark Security Agreement 237783509_2#page4.tif source=23 Capital_Kobalt - Trademark Security Agreement 237783509_2#page5.tif source=23 Capital_Kobalt - Trademark Security Agreement 237783509_2#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of November 26, 2018, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and XXIII CAPITAL LIMITED, trading as 23 Capital, in its capacity as administrative agent (together with its permitted successors and assigns, the “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, Kobalt Music Group Limited, a limited company formed under the laws of England and Wales (“*KMG*”), and Kobalt London Limited (formerly known as Kobalt Music Holdings Limited), a limited company formed under the laws of England and Wales (together with KMG, each individually, a “*Borrower*”, and collectively, the “*Borrowers*”), the Administrative Agent and the lender party thereto have entered into a Term Loan Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”).

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrowers and the other Grantors as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time may be amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

KOBALT LONDON LIMITED

By: _____
Name: Thomas Sansone
Title: Director

AMRA LONDON LIMITED

By: _____
Name: Tomas Eriksson
Title: Director


KTECH SERVICES LIMITED

By: _____
Name: Thomas Sansone
Title: Director

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

GRANTORS:

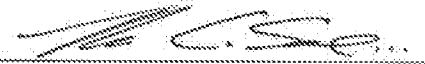
KOBALT LONDON LIMITED

By: 
Name: Thomas Sansone
Title: Director

AMRA LONDON LIMITED


By: _____
Name: Tomas Ericsson
Title: Director

KTECH SERVICES LIMITED

By: 
Name: Thomas Sansone
Title: Director

ACKNOWLEDGED AND AGREED:

XXIII CAPITAL LIMITED, trading as 23 Capital,
as the Administrative Agent

By:  _____
Name: Jason Traub
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Trademark Name	Case Ref.	Registration No.	Application Date	Registration Date	Country of Registration
AMRA London Limited	AMRA	M109134	1331271	29-Sep-2016	19-Jun-2018	Madrid Protocol (TM) - USA
Kobalt London Limited	AWAL	M107136	1255254	10-Apr-2015	13-Dec-2016	Madrid Protocol (TM) - USA
Kobalt London Limited	AWAL		3665871	17-Jul-2008	11-Aug-2009	USA
AMRA London Limited	Geometric Device	M109206	1333735	29-Sep-2016	19-Jun-2018	Madrid Protocol (TM) - USA
Kobalt London Limited	K logo	M63842/01	3254695	17-Nov-2003	26-Jun-2007	USA
Kobalt London Limited	kobalt	M63666/01	4166590	11-Apr-2011	03-Jul-2012	USA
Ktech Services Limited	KORE	M107884	1252438	10-Apr-2015	02-Aug-2016	Madrid Protocol (TM) - USA
Ktech Services Limited	ProKlaim	M106342	5543306	12-Jun-2014	21-Aug-2018	USA