

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Music Rights Holdings, LLC		12/05/2018	Limited Liability Company: DELAWARE
Full Stop Management, LLC		12/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Suntrust Bank		
Street Address:	303 Peachtree Street, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4920928	G	
Registration Number:	4890715	GLOBAL MUSIC RIGHTS	
Serial Number:	87428923	FULL STOP MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	12/06/2018		
Total Attachments: 5			

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2018 (this “Security Agreement”), is made by GLOBAL MUSIC RIGHTS HOLDINGS, LLC, a Delaware limited liability company (“GMR Holdings”), and FULL STOP MANAGEMENT, LLC, a Delaware limited liability company (“Full Stop”, and together with GMR Holdings, each a “Grantor” and collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, THE AZOFF COMPANY CONSOLIDATED LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of December 5, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, each Grantor and certain of its respective Subsidiaries, including each Grantor, have entered into the Guaranty and Security Agreement, dated as of December 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest that such Grantor has in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to each Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantors Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL MUSIC RIGHTS, LLC, as a Grantor

By: Global Music Rights Holdings, LLC

By: _____

Name: Irving Azoff

Title: Authorized Signatory, as Chairman

FULL STOP MANAGEMENT, LLC, as a Grantor

By: _____


Name: Irving Azoff

Title: Chairman

Acknowledged and Agreed to as of the date hereof:


ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: Craig Cutro
Title: Vice President

SCHEDULE I

Trademarks and Trademark Licenses

TRADEMARK	OWNER	STATUS	Next Action	APP. NO.	App. Date	REG. NO.	Reg. Date	Notes
G & Design 	Global Music Rights Holdings, LLC	Registered	Affidavit of Use due in 2022	86/532,974	2/12/2015	4,920,928	3/22/2016	
GLOBAL MUSIC RIGHTS	Global Music Rights Holdings, LLC	Registered - Supplemental Register	Affidavit of Use due in 2022	86/520,183	1/30/2015	4,890,715	1/19/2016	
FULL STOP MANAGEMENT	Full Stop Management, LLC	Pending-SOU was accepted on 10/31/2018	Trademark registration will issue in due course	87/428,923	4/27/2017			1a application