

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warner Music Inc.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWAZILAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4795094	DIME	
Registration Number:	3742194	HITFIX	
Registration Number:	2940106	THE GAME. THE PLAYER. THE LIFE.	
Registration Number:	3683509	UPROXX	
Registration Number:	5330150	UPROXX	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<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:	2123368000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Anthony F. Lo Cicero		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	94548/0008		
NAME OF SUBMITTER:	Anthony F. Lo Cicero		
SIGNATURE:	/Anthony F. Lo Cicero/		
DATE SIGNED:	12/27/2018		
Total Attachments: 7			

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ANNUAL SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT

This ANNUAL SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT dated as of December 21, 2018 (this "Supplement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Credit Suisse AG, as collateral agent (the "Collateral Agent") for the Secured First Lien Parties (as defined in the General Security Agreement referred to below).

WHEREAS, WMG Acquisition Corp., a Delaware corporation, (the "Borrower") has entered into a security agreement, dated as of November 1, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "General Security Agreement"). Capitalized terms not otherwise defined herein have the meaning set forth in the General Security Agreement.

WHEREAS, pursuant to the terms of the General Security Agreement, the Grantors have entered into the Trademark Security Agreement dated as of November 1, 2012, among the Collateral Agent and the Grantors (the "Trademark Security Agreement"), and have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Supplement for recording with the United States Patent and Trademark Office.

WHEREAS, Section 2.11(e) of the General Security Agreement requires each Grantor to provide the Collateral Agent, not more than 95 days following the last day of every fiscal year of the Borrower, an appropriate Intellectual Property Security Agreement with respect to all Material Recordable Intellectual Property owned by it, except for immaterial omissions, as of the last day of the most recently ended fiscal year, to the extent such Material Recordable Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it.

WHEREAS, the Grantors own the Trademarks included on Supplemental Schedule 1 attached hereto, that are not listed in any previous Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, a security interest in such Grantor's right, title and interest in and to all of the Trademarks referred to in Supplemental Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided that* no security interest shall be granted in United States intent-to-use trademark applications or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted.

SECTION 2. *Security for Secured First Lien Obligations.* The confirmation of the grant of security interest in the Trademark Collateral by each Grantor under this Supplement secures, in the case of each Grantor, the payment of all Secured First Lien Obligations of such Grantor, now or hereafter existing under or in respect of the Secured First Lien Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contracts causes of action, costs, expenses or otherwise.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

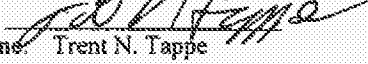
SECTION 4. *Execution in Counterparts.* This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. *Grants, Rights and Remedies.* This Supplement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the U.S. Patent and Trademark Office. The security interest confirmed hereby has been granted to the Collateral Agent in connection with the General Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The General Security Agreement, the Trademark Security Agreement and any supplements to any of the foregoing (and in each case all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with their terms.

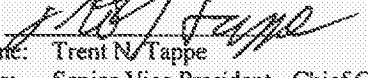
SECTION 6. *Governing Law.* This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed, all as of the date first written.

WMG ACQUISITION CORP.

By: 
Name: Trent N. Tappe
Title: Senior Vice President - Chief Corporate
Governance and Securities Counsel, Chief
Compliance Officer and Assistant Secretary

WMG HOLDINGS CORP.

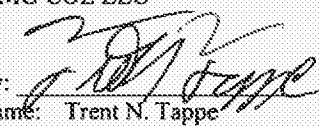
By: 
Name: Trent N. Tappe
Title: Senior Vice President - Chief Corporate
Governance and Securities Counsel, Chief
Compliance Officer and Assistant Secretary

Guarantors:

ROADRUNNER RECORDS INC.
T.Y.S., INC.
THE ALL BLACKS U.S.A., INC.
A. P. SCHMIDT CO.
ATLANTIC RECORDING
CORPORATION
ATLANTIC/MR VENTURES INC.
BIG BEAT RECORDS INC.
CAFE AMERICANA INC.
CHAPPELL MUSIC COMPANY,
INC.
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON
VENTURES INC.
ELEKTRA ENTERTAINMENT
GROUP INC.
ELEKTRA GROUP VENTURES
INC.
FHK, INC.
FIDDLEBACK MUSIC
PUBLISHING COMPANY, INC.
FOSTER FREES MUSIC, INC.
INSOUND ACQUISITION INC.
INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LEM AMERICA, INC.
LONDON-SIRE RECORDS INC.
MAVERICK PARTNER INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT LLC
NONESUCH RECORDS INC.
NON-STOP MUSIC HOLDINGS,
INC.
OCTA MUSIC, INC.
PEPAMAR MUSIC CORP.
REP SALES, INC.
REVELATION MUSIC
PUBLISHING CORPORATION
RHINO ENTERTAINMENT
COMPANY
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RYKO CORPORATION
RYKODISC, INC.
RYKOMUSIC, INC.
SEA CHIME MUSIC, INC.


SR/MDM VENTURE INC.
SUPER HYPE PUBLISHING, INC.
TOMMY VALANDO
PUBLISHING GROUP, INC.
UNICHAPPELL MUSIC INC.
W.B.M. MUSIC CORP.
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC
INC.
WARNER BROTHERS INC.
WARNER BROS. MUSIC
INTERNATIONAL INC.
WARNER BROS. RECORDS INC.
WARNER CUSTOM MUSIC
CORP.
WARNER DOMAIN MUSIC INC.
WARNER MUSIC DISCOVERY
INC.
WARNER MUSIC LATINA INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER MUSIC
INC.
WARNER SPECIAL PRODUCTS
INC.
WARNER STRATEGIC
MARKETING INC.
WARNER/CHAPPELL MUSIC
(SERVICES), INC.
WARNER/CHAPPELL MUSIC,
INC.
WARNER/CHAPPELL
PRODUCTION MUSIC, INC.
WARNER-ELEKTRA-ATLANTIC
CORPORATION
WARNERSONGS, INC.
WARNER-TAMERLANE
PUBLISHING CORP.
WARPRISE MUSIC INC.
J. RUBY PRODUCTIONS, INC.
SIX-FIFTEEN MUSIC
PRODUCTIONS, INC.
SUMMY-BIRCHARD, INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD MUSIC,
INC.
WBR/QRI VENTURE, INC.
WBR/RUFFNATION VENTURES,
INC.
WBR/SIRE VENTURES INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.

WIDE MUSIC, INC.
ASYLUM RECORDS LLC
ATLANTIC MOBILE LLC
ATLANTIC PRODUCTIONS LLC
ATLANTIC SCREAM LLC
ATLANTIC/143 L.L.C.
BB INVESTMENTS LLC
BULLDOG ISLAND EVENTS
LLC
BUTE SOUND LLC
CORDLESS RECORDINGS LLC
EAST WEST RECORDS LLC
FOZ MAN MUSIC LLC
FUELED BY RAMEN LLC
LAVA RECORDS LLC
RHINO NAME & LIKENESS
HOLDINGS, LLC
RHINO/FSE HOLDINGS, LLC
T-BOY MUSIC, L.L.C./
T-GIRL MUSIC, L.L.C.
THE BIZ LLC
UPPED.COM LLC
WARNER MUSIC
DISTRIBUTION LLC
ARTIST ARENA LLC
FERRET MUSIC HOLDINGS LLC
FERRET MUSIC LLC
FERRET MUSIC MANAGEMENT
LLC
FERRET MUSIC TOURING LLC
P & C PUBLISHING LLC
WARNER MUSIC NASHVILLE
LLC
ATLANTIC PIX LLC
ASYLUM WORLDWIDE LLC
AUDIO PROPERTIES/BURBANK,
INC.
ARTS MUSIC INC.
WMG COE LLC

By: 
Name: Trent N. Tappe
Title: Vice President &
Assistant Secretary of each of
the above named entities listed
under the heading Guarantors
and signing this agreement in
such capacity on behalf of each
such entity

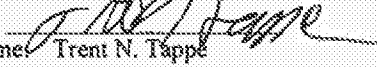
Guarantors (cont-d):

WARNER MUSIC INC.

By: 
Name: Trent N. Tappe
Title: Senior Vice President - Chief Corporate
Governance and Securities Counsel, Chief
Compliance Officer and Assistant Secretary

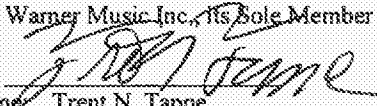
615 MUSIC LIBRARY, LLC

By: Six-Fifteen Music Productions, Inc., its Sole Member

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

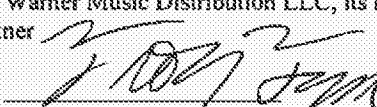
ARTIST ARENA INTERNATIONAL, LLC

By: Artist Arena LLC, its Member
By: Warner Music Inc., its Sole Member

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

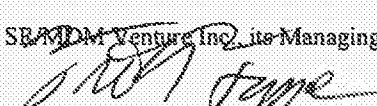
ALTERNATIVE DISTRIBUTION ALLIANCE

By: Warner Music Distribution LLC, its Managing
Partner

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

MAVERICK RECORDING COMPANY

By: SBADM Venture Inc., its Managing Partner

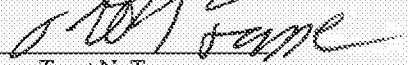
By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

Guarantors (cont-d):

NON-STOP CATAclysmic Music, LLC
NON-STOP INTERNATIONAL PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC

By: Non-Stop Music Publishing, LLC, their Sole Member

By: ~~Non-Stop Music Holdings, Inc.~~, its Manager


By: 

Name: Trent N. Tappe

Title: Vice President & Assistant Secretary

NON-STOP MUSIC LIBRARY, L.C.
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP PRODUCTIONS, LLC

By: Non-Stop Music Holdings, Inc., their Sole Member

By: 

Name: Trent N. Tappe

Title: Vice President & Assistant Secretary

**Supplemental Schedule 1
to Trademark Security Agreement**

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
DIME	Warner Music Inc	86/507,334	01/19/2015	4,795,094	08/18/2015
HITFIX	Warner Music Inc.	77/764,001	06/19/2009	3,742,194	01/26/2010
THE GAME. THE PLAYER. THE LIFE	Warner Music Inc.	78/396,981	04/06/2004	2,940,106	04/12/2005
UPROXX	Warner Music Inc.	77/038,485	11/07/2006	3,683,509	09/15/2009
UPROXX	Warner Music Inc.	86/669,893	06/22/2015	5,330,150	11/07/2017