

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concord Bicycle Assets, LLC		12/20/2018	Limited Liability Company: DELAWARE
Concord Music Group, Inc.		12/20/2018	Corporation: DELAWARE
Concord Music Publishing LLC		12/20/2018	Limited Liability Company: DELAWARE
Rodgers & Hammerstein Holdings LLC		12/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	2029 Century Park East, 38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87370935		
Serial Number:	77113874	FANIA	
Serial Number:	77113800	FANIA	
Serial Number:	77113858	FANIA ALL STARS	
Serial Number:	77690923	ALEGRE ALL STARS	
Serial Number:	76369495	BANDA BOOM	
Serial Number:	86368427	STAX	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617.341.7292		
Email:	christine.izzo@morganlewis.com		
Correspondent Name:	Christine Izzo, Morgan, Lewis & Bockius		
Address Line 1:	One Federal Street		
TRADEMARK			

CH \$190.00 87370935

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Christine Izzo

SIGNATURE: /Christine Izzo/

DATE SIGNED: 01/16/2019

Total Attachments: 10

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

as of December 31, 2018

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 October 27, 2017 (as amended by Amendment No. 1 and Waiver dated as of May 31, 2018, Amendment No. 2 and Waiver dated as of November 6, 2018, and as 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 its obligations under and in connection with its guaranty of the Obligations, 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) 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 and performance of its

obligations under and in connection with its guaranty of the Obligations, 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 such 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 Grantors, at the Grantors' sole cost and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors 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 any 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 Grantors. 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:

CONCORD BICYCLE ASSETS, LLC
CONCORD MUSIC GROUP, INC.
CONCORD MUSIC PUBLISHING LLC
RODGERS & HAMMERSTEIN HOLDINGS
LLC

By: Scott Pascucci
Name: Scott Pascucci
Title: Authorized Signatory

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

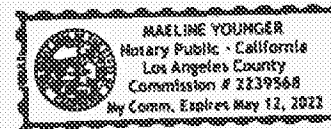
COUNTY OF LOS ANGELES

On December 20, 2018, before me, Maeline Younger, Notary Public, personally appeared Scott Pascucci 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]



ACCEPTED:


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

By: 

Name: Peter Christensen
Title: Vice President

Schedule 1
to Trademark Security Agreement

U.S. TRADEMARKS

<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Concord Bicycle Assets, LLC	87370935	5434598	March 27, 2018	CRAFT RECORDINGS logo
Concord Bicycle Assets, LLC	77113874	3416975	April 29, 2008	FANIA
Concord Bicycle Assets, LLC	77113800	3404381	April 1, 2008	
Concord Bicycle Assets, LLC	77113858	3614324	May 5, 2009	FANIA ALL STARS
Concord Bicycle Assets, LLC	77690923	4344588	June 4, 2013	ALEGRE ALL STARS
Concord Bicycle Assets, LLC	76369495	2671845	January 7, 2003	BANDA BOOM
Concord Music Group, Inc.	86368427	5443564	April 10, 2018	STAX

FOREIGN TRADEMARK ASSIGNMENTS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>
Concord Bicycle Assets, LLC	Japan		1923534	SAVOY
Concord Bicycle Assets, LLC	Japan		2676948	SAVOY & Design
Concord Bicycle Assets, LLC	Japan		2703155	SAVOY & Design

Concord Bicycle Assets, LLC	Japan		3214747	SAVOY
Concord Bicycle Assets, LLC	E.U.		002761559	SAVOY JAZZ
Rodgers & Hammerstein Holdings LLC	Australia		571728	THE KING AND I
Rodgers & Hammerstein Holdings LLC	Australia		571729	THE KING AND I
Rodgers & Hammerstein Holdings LLC	Australia		571730	THE KING AND I
Concord Music Publishing LLC	E.U.		007206147	IMAGEM
Concord Music Publishing LLC	E.U.		007206295	IMAGEM & Design
Concord Music Publishing LLC	E.U.		009361809	IMAGEM & Design
Concord Music Publishing LLC	E.U.	017878421*		THE SOUND OF MUSIC

*Application jointly owned with The Howard Lindsay Trust & Crouse Literary Properties Company LLC.

Schedule 2
to Trademark Security Agreement

TRADEMARK LICENSES

None