

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
"A" Side Music, LLC		05/31/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	424 Church Street		
Internal Address:	7th Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4286820	MODERN WORKS MUSIC PUBLISHING	
Registration Number:	4152018	ROYALTYVIEWER	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	015516.95969		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	05/31/2019		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of May 31, 2019, by "A" Side Music, LLC, an Arizona limited liability company ("Grantor"), in favor of Fifth Third Bank (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Loan Agreement dated of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee;

WHEREAS, pursuant to the terms of a certain Security Agreement dated of even date herewith among Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks; and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with such trademarks.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF

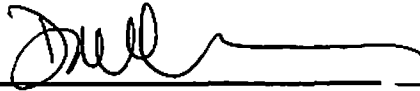
THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

"A" SIDE MUSIC, LLC

By: 
Name: Dan Coleman
Title: President

Agreed and accepted
as of the date first written above

FIFTH THIRD BANK

By:

Name: Jon Long

Title: Vice President

4835-1512-7447

TRADEMARK
REEL: 006658 FRAME: 0507

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

Trademark	Status	Registration Number	Registration Date	Description of Services
MODERN WORKS MUSIC PUBLISHING	Registered	4286820	Feb 5, 2013	music publishing services (Class 41)
ROYALTYVIEWER	Registered	4152018	May 29, 2012	providing online business management services; namely accounting and reporting of royalties (Class 35)