

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Back-up Security Interest in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christian Copyright Licensing International, LLC		08/09/2019	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	CCLI Finance, LLC
Street Address:	152 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5542250	CCLI TOP SONGS
Registration Number:	5394888	CCLI TOP 100
Registration Number:	5144277	C
Registration Number:	3806873	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	3806681	CCLI
Registration Number:	3812489	CHURCH COPYRIGHT LICENSE
Registration Number:	2519235	SONGSELECT
Registration Number:	2197307	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	2212284	

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

CH \$240.00 5542250

ATTORNEY DOCKET NUMBER:	049190-0020
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/15/2019

Total Attachments: 5

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GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Trademark Security Agreement") is made and entered into as of August 9, 2019, by CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL, LLC an Oregon limited liability company located at 17205 SE Mill Plain Boulevard, Suite 150, Vancouver, Washington 98683 ("Grantor"), in favor of CCLI FINANCE, LLC, a Delaware limited liability company located at 152 West 57th Street, New York, New York 10019 ("Secured Party") (collectively referred to as the "Parties").

WHEREAS, Grantor is the owner of the trademarks included in the Contributed Securitized Assets, including, without limitation, U.S. trademark registrations and trademark applications set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Securitized Assets thereunder from Grantor to the Secured Party does not constitute a valid contribution or absolute transfer of the Contributed Securitized Assets in accordance therewith, Grantor has granted a security interest in Grantor's right, title and interest in, to and under such Contributed Securitized Assets, including the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(f) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Trademark Security Agreement for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants to the Secured Party (and the Secured Party hereby accepts and receives) a first priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral to secure such a loan in the aggregate value of the Contributed Securitized Assets; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark to the extent, if any, that such application or any registration issuing therefrom would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to

allege use pursuant to 15 USC Section 1051(c) or (d), respectively, and which is in conformance with 15 U.S.C. 1051(a) and has been examined and accepted by the USPTO, unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control. Grantor hereby acknowledges the sufficiency and completeness of this Trademark Security Agreement to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Trademark Security Agreement together with the annexed Schedule 1.
2. The Parties hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Trademark Security Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.


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IN WITNESS WHEREOF, the undersigned has caused this GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL, LLC,
as Grantor

By: 
Name: John H. Josephson
Title: Vice President

CCLI FINANCE, LLC, as Secured Party

By: 
Name: John H. Josephson
Title: Chairman and Chief Executive
Officer

[Signature Page to Grant of Back-Up Security Interest in Trademarks]

Schedule 1

Trademarks

Trademark	Application Number Application Date	Registration Number Registration Date	Status
CCLI TOP SONGS	87487737 6/13/2017	5542250 8/14/2018	Registered
CCLI TOP 100	87486756 6/13/2017	5394888 2/6/2018	Registered
C 	86750552 9/8/2015	5144277 2/21/2017	Registered
CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL	77864227 11/3/2009	3806873 6/22/2010	Registered
CCLI	77860923 10/29/2009	3806681 6/22/2010	Registered
CHURCH COPYRIGHT LICENSE	77422848 3/14/2008	3812489 7/6/2010	Registered
SONGSELECT	75840924 11/4/1999	2519235 12/18/2001	Registered
CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL CCLI	75264672 3/26/1997	2197307 10/20/1998	Registered
Design Only	75264671 3/26/1997	2212284 12/22/1998	Registered

