

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	U.S. Trademark Assignment
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CCLI Finance, LLC		08/09/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CCLI, LLC
<b>Street Address:</b>	152 West 57th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	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 &amp; 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

<b>ATTORNEY DOCKET NUMBER:</b>	049190-0020
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	08/16/2019
<b>Total Attachments: 3</b> source=CCLI - Trademark Assignment 2 (LW 8.9.19) EXECUTED - 4#page1.tif source=CCLI - Trademark Assignment 2 (LW 8.9.19) EXECUTED - 4#page2.tif source=CCLI - Trademark Assignment 2 (LW 8.9.19) EXECUTED - 4#page3.tif	

## U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 9th day of August, 2019, is made and entered into by and between CCLI Finance, LLC ("Assignor") and CCLI, LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the owner of the United States trademark registrations and trademark applications identified in the attached Schedule A, and all common law rights in the trademarks that are the subject of such registrations and applications (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

CCLI FINANCE, LLC

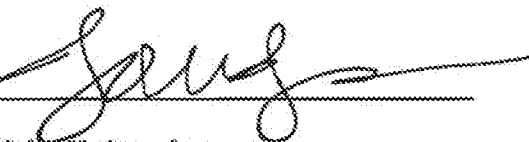
By: 

Name: John H. Josephson

Title: Chairman and Chief Executive Officer

ASSIGNEE:

CCLI, LLC

By: 

Name: John H. Josephson

Title: Chairman and Chief Executive Officer

[Signature page to Trademark Assignment]

**Schedule A**

Mark	Country	Registration / Application No.	Registration / Application Date
STYLIZED C LOGO*	U.S. Federal	5,144,277 / 86750552	2/21/2017 / 9/8/2015
CCLI TOP 100	U.S. Federal	5,394,888 / 87486756	2/6/2018 / 6/13/2017
NOTE DESIGN*	U.S. Federal	2,212,284 / 75264671	12/22/1998 / 3/26/1997
CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL CCLI*	U.S. Federal	2,197,307 / 75264672	10/20/1998 / 3/26/1997
CCLI	U.S. Federal	3,806,681 77860923	6/22/2010/ 10/29/2009
CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL*	U.S. Federal	3,806,873 / 77864227	6/22/2010 / 11/3/2009
CHURCH COPYRIGHT LICENSE	U.S. Federal	3,812,489/ 77422848	7/6/2010/ 3/14/2008
SONGSELECT*	U.S. Federal	2,519,235 / 75840924	12/18/2001 / 11/4/1999
CCLI TOP SONGS	U.S. Federal	5,542,250 / 87487737	8/14/2018/ 6/13/2017