

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SESAC Performing Rights, LLC		08/16/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Trustee		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5011368	SESAC	
<b>Registration Number:</b>	4738281	SESAC	
<b>Registration Number:</b>	4670007	MS. MELODY & MR. LYRIC	
<b>Registration Number:</b>	4337612	SESAC	
<b>Registration Number:</b>	4541496	FROM SOUND CHECK TO ROYALTY CHECK	
<b>Registration Number:</b>	4541495	WRITE, PLAY & GET PAID.	
<b>Registration Number:</b>	4541494	YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	049190-0020		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		

CH \$190.00 5011368

<b>DATE SIGNED:</b>	08/23/2019
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**Total Attachments: 5**

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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Trademark Security Agreement”) is made and entered into as of August 16, 2019, by and between SESAC PERFORMING RIGHTS, LLC a New York limited liability company located at 152 West 57th Street, New York, New York 10019 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, NY 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 9, 2019, by and among CCLI, LLC, a Delaware limited liability company, SESAC, LLC, a Delaware limited liability company and SESAC PERFORMING RIGHTS, LLC, a Delaware limited liability company, each as a Guarantor, and in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has assigned, conveyed, delivered, transferred, set over, and granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, 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 with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 5.3 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Trademark Security Agreement for purposes of filing the same with the USPTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby assigns, conveys, delivers, transfers, sets over and grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral; provided that the grant of security interest hereunder shall not include any Excepted Securitization IP Assets, including 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.

Capitalized terms used in this Trademark Security Agreement (including the preamble and the recitals hereto), and not defined in this Trademark Security Agreement, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of August 9, 2019, by and between SESAC Finance, LLC, a Delaware limited liability company, CCLI Finance, LLC, a Delaware limited liability company, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the "Indenture").

1. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Trustee pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.


3. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

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 one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

SESAC PERFORMING RIGHTS, LLC,  
as Grantor

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


CITIBANK, N.A., as Trustee

By: \_\_\_\_\_  
Name:  
Title:

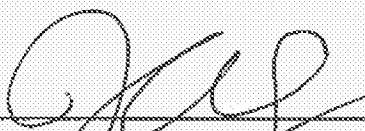
*[Signature Page to Grant of Security Interest in Trademarks]*

IN WITNESS WHEREOF, the undersigned has caused this GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

SESAC PERFORMING RIGHTS, LLC,  
as Grantor




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

CITIBANK, N.A., as Trustee

By:   
Name: Jacqueline Suarez  
Title: Senior Trust Officer

*[Signature Page to Grant of Security Interest in Trademarks]*

**Schedule 1  
Trademarks**

<b>Trademark</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>
SESAC 	86766989 9/24/2015	5011368 8/2/2016	Registered
SESAC 	86385496 9/4/2014	4738281 5/19/2015	Registered
MS. MELODY & MR. LYRIC 	86166042 1/15/2014	4670007 1/13/2015	Registered
SESAC	85672699 7/10/2012	4337612 5/21/2013	Registered
FROM SOUND CHECK TO ROYALTY CHECK	85695932 8/6/2012	4541496 6/3/2014	Registered
WRITE, PLAY & GET PAID.	85695892 8/6/2012	4541495 6/3/2014	Registered
YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.	85695841 8/6/2012	4541494 6/3/2014	Registered