

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624724

| | | | |
|-----------------------------------|--------------------------------------|------------------------------------|--------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | TRADEMARK SECURITY AGREEMENT | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANTHEM ENTERTAINMENT (GP) INC. | | 02/01/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | TRUIST BANK, as administrative agent | | |
| Street Address: | 3333 Peachtree Road, 8th Floor | | |
| Internal Address: | Mail Code GA-ATL-1929 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30326 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 21 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4280702 | IT'S YOUR MUSIC. OWN IT. | |
| Registration Number: | 3810159 | JINGLE PUNKS | |
| Registration Number: | 3810162 | JINGLE PUNKS | |
| Registration Number: | 5128820 | | |
| Registration Number: | 4127145 | THE JINGLE PLAYER | |
| Registration Number: | 4265332 | POWERED BY JINGLE PUNKS | |
| Registration Number: | 4300341 | THE HIPSTER ORCHESTRA | |
| Registration Number: | 4300340 | THE JINGLE PUNKS HIPSTER ORCHESTRA | |
| Serial Number: | 85893395 | MUSIC BOX PUBLISHING | |
| Registration Number: | 4975775 | MUSICBOX | |
| Registration Number: | 3973000 | MAJORLY INDIE | |
| Registration Number: | 3791941 | OLE | |
| Registration Number: | 3791940 | OLE | |
| Registration Number: | 4142443 | RESCUE RECORDS | |
| Registration Number: | 3354116 | MUSIC CONCIERGE | |
| Registration Number: | 2800942 | 5 ALARM MUSIC | |
| Registration Number: | 2748339 | 5 ALARM MUSIC | |
| Registration Number: | 5048894 | 5 ALARM MUSIC | |
| TRADEMARK | | | |

CH \$540.00 4280702

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 2308332 | ANTHEM |
| Registration Number: | 2384502 | ANTHEM |
| Registration Number: | 6033208 | THE HIPSTER ORCHESTRA |

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Sarah Gohary

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Sarah Gohary - 15590-0003

NAME OF SUBMITTER: Sarah Gohary

SIGNATURE: /Sarah Gohary/

DATE SIGNED: 02/05/2021

Total Attachments: 9

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2021 (this “Security Agreement”), is made by ANTHEM ENTERTAINMENT (GP) INC., a corporation organized under the laws of Ontario (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, ANTHEM ENTERTAINMENT L.P., a limited partnership organized under the laws of Ontario (the “Borrower”), the Grantor, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into the Credit Agreement, dated as of February 1, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower, certain of its Subsidiaries, and the Grantor have entered into the U.S. Guaranty and Security Agreement, dated as of February 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Trademarks (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule I hereto;
- (ii) all registrations, applications, renewals and extensions of or for the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees

that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


SECTION 5. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

SECTION 7. Release of Security Interests. Upon any termination or release of the Trademark Collateral pursuant to Section 10.17 of the Security Agreement, the Administrative Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Security Agreements, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANTHEM ENTERTAINMENT (GP) INC.

By: 
Name: Jason Klein
Title: Vice President

By: 
Name: Jonathan Menezes
Title: Vice President

Acknowledged and agreed to
as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____
Name: Carmen Malizia
Title: Director

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANTHEM ENTERTAINMENT (GP) INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged and agreed to
as of the date hereof:

ADMINISTRATIVE AGENT:





TRUIST BANK





By: 
Name: Carmen Malizia
Title: Director

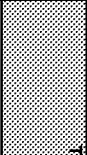






[Signature Page to Trademark Security Agreement]




Trademarks and Trademark Licenses

See attached.

| Trademark | Country | Status | Application Date | Application Number | Registration Date | Registration Number | Owner Name |
|--|---------------|------------|------------------|--------------------|-------------------|---------------------|--------------------------------|
| ITS YOUR MUSIC. OWN IT.  | Canada | Registered | 1/27/2012 | 1562560 | 1/21/2015 | TMA894611 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS | Canada | Registered | 1/19/2012 | 1561370 | 6/3/2013 | TMA852317 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS & Design  | Canada | Registered | 1/19/2012 | 1561369 | 6/3/2013 | TMA852292 | Anthem Entertainment (GP) Inc. |
| THE JINGLE PLAYER MusicBox | Canada | Registered | 1/19/2012 | 1561368 | 6/3/2013 | TMA852316 | Anthem Entertainment (GP) Inc. |
| | Canada | Registered | 1/28/2014 | 1661294 | 9/29/2016 | TMA950878 | Anthem Entertainment (GP) Inc. |
| OLE | Canada | Registered | 9/26/2008 | 1412401 | 7/21/2010 | TMA772607 | Anthem Entertainment (GP) Inc. |
| OLE & Design | Canada | Registered | 3/18/2005 | 1251566 | 12/10/2008 | TMA730629 | Anthem Entertainment (GP) Inc. |
| ole | | | | | | | |
| MAJORLY IN DIE | Canada | Registered | 7/4/2005 | 1264056 | 7/24/2008 | TMA719195 | Anthem Entertainment (GP) Inc. |
| 5 ALARM MUSIC | Canada | Registered | 10/1/2002 | 1154464 | 10/5/2005 | TMA649821 | Anthem Entertainment (GP) Inc. |
| 5 ALARM MUSIC | Canada | Registered | 10/1/2002 | 1154465 | 9/1/2005 | TMA647129 | Anthem Entertainment (GP) Inc. |
| 5 ALARM MUSIC & Design  | Canada | Registered | 2/11/2016 | 1767455 | 7/6/2017 | TMA975162 | Anthem Entertainment (GP) Inc. |
| ANTHEM | Canada | Registered | 5/16/2014 | 1677330 | 2/25/2016 | TMA929680 | Anthem Entertainment (GP) Inc. |
| ANTHEM ENTERTAINMENT GROUP | Canada | Registered | 8/20/1997 | 0854070 | 11/19/2002 | TMA570866 | Anthem Entertainment (GP) Inc. |
| ANTHEM RECORDS | Canada | Registered | 8/20/1997 | 0854069 | 11/18/2002 | TMA570819 | Anthem Entertainment (GP) Inc. |
| ITS YOUR MUSIC. OWN IT. | United States | Cancelled | 1/26/2012 | 85626197 | 1/22/2013 | 4280702 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS | United States | Registered | 11/3/2009 | 77983557 | 6/29/2010 | 3810159 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS & Design  | United States | Registered | 11/3/2009 | 77983611 | 6/29/2010 | 3810162 | Anthem Entertainment (GP) Inc. |

| Trademark | Country | Status | Application Date | Application Number | Registration Date | Registration Number | Owner Name |
|---|---------------|------------|------------------|--------------------|-------------------|---------------------|--------------------------------|
|  | United States | Registered | 6/21/2016 | 87/078019 | 1/24/2017 | 5128820 | Anthem Entertainment (GP) Inc. |
| THE JINGLE PLAYER | United States | Registered | 8/9/2011 | 85/393,020 | 4/10/2012 | 4127145 | Anthem Entertainment (GP) Inc. |
| POWERED BY JINGLE PUNKS | United States | Cancelled | 8/9/2011 | 85/393,035 | 12/25/2012 | 4265332 | Anthem Entertainment (GP) Inc. |
| THE HIPSTER ORCHESTRA | United States | Cancelled | 3/19/2012 | 85/573,122 | 3/12/2013 | 4300341 | Anthem Entertainment (GP) Inc. |
| THE JINGLE PUNKS HIPSTER ORCHESTRA | United States | Registered | 3/19/2012 | 85/573,108 | 3/12/2013 | 4300340 | Anthem Entertainment (GP) Inc. |
| MUSIC BOX PUBLISHING | United States | Abandoned | 4/2/2013 | 85/893,395 | | | OLE Media Management (GP) L.P. |
| MusicBox | United States | Registered | 5/24/2013 | 85/942,613 | 6/14/2016 | 4975775 | Anthem Entertainment (GP) Inc. |
| MAJOLRY INDIE | United States | Registered | 5/7/2010 | 85/033,560 | 6/7/2011 | 3973000 | Anthem Entertainment (GP) Inc. |
| OLE | United States | Cancelled | 10/6/2008 | 77/586,740 | 5/25/2010 | 3791941 | Anthem Entertainment (GP) Inc. |
| OLE & Design | United States | Cancelled | 10/6/2008 | 77/586,736 | 5/25/2010 | 3791940 | Anthem Entertainment (GP) Inc. |
|  | | | | | | | |
| RESCUE RECORDS | United States | Registered | 9/21/2011 | 85/428,208 | 5/15/2012 | 4142443 | Anthem Entertainment (GP) Inc. |
| MUSIC CONCIERGE | United States | Cancelled | 4/20/2006 | 78/866,101 | 12/11/2007 | 3354116 | OLE Media Management (GP) Inc. |
| 5 ALARM MUSIC | United States | Registered | 11/5/2001 | 76/333,897 | 12/30/2003 | 2800942 | Anthem Entertainment (GP) Inc. |
| 5 ALARM MUSIC | United States | Registered | 11/5/2001 | 76/333,890 | 8/5/2003 | 2748339 | Anthem Entertainment (GP) Inc. |
| 5 ALARM MUSIC & Design | United States | Registered | 2/13/2016 | 86/907,087 | 9/27/2016 | 5048894 | Anthem Entertainment (GP) Inc. |
|  | | | | | | | |
| ANTHEM | United States | Registered | 11/25/1997 | 75/395,997 | 1/18/2000 | 2308332 | Anthem Entertainment (GP) Inc. |
| ANTHEM | United States | Registered | 11/25/1997 | 75/395,996 | 9/12/2000 | 2384502 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS | Australia | Registered | 8/31/2011 | 1445919 | 8/31/2011 | 1445919 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS & Design | Australia | Registered | 8/31/2011 | 1445921 | 8/31/2011 | 1445921 | Anthem Entertainment (GP) Inc. |
|  | | | | | | | |
| THE JINGLE PLAYER | Australia | Registered | 8/31/2011 | 1445917 | 8/31/2011 | 1445917 | Anthem Entertainment (GP) Inc. |
| POWERED BY JINGLE PUNKS | Australia | Registered | 8/31/2011 | 1445916 | 8/31/2011 | 1445916 | Anthem Entertainment (GP) Inc. |

| Trademark | Country | Status | Application Date | Application Number | Registration Date | Registration Number | Owner Name |
|---|--------------------|---------------------------|------------------|--------------------|-------------------|---------------------|--------------------------------|
|  | Brazil | Registered | 8/19/2011 | 831191279 | 2/14/2018 | 831191279 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS | Brazil | Registered | 8/19/2011 | 831191309 | 2/14/2018 | 831191309 | Anthem Entertainment (GP) Inc. |
|  | Brazil | Registered | 8/19/2011 | 831191325 | 2/14/2018 | 831191325 | Anthem Entertainment (GP) Inc. |
|  | Brazil | Registered | 8/19/2011 | 831191317 | 2/14/2018 | 831191317 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS | European Community | Registered | 1/17/2012 | 010568079 | 5/24/2012 | 010568079 | Anthem Entertainment (GP) Inc. |
| JINGLE PUNKS & Design | European Community | Registered | 1/17/2012 | 010568095 | 5/24/2012 | 010568095 | Anthem Entertainment (GP) Inc. |
|  | European Community | Registered | 1/30/2012 | 010601375 | 5/30/2012 | 010601375 | Anthem Entertainment (GP) Inc. |
| JINGLE PLAYER | European Community | Registered | 1/30/2012 | 010601375 | 5/30/2012 | 010601375 | Anthem Entertainment (GP) Inc. |
| THE HIPSTER ORCHESTRA | United States | Registered | 9/18/2019 | 88621564 | 4/14/2020 | 6033208 | Anthem Entertainment (GP) Inc. |
| A ANTHEM ENTERTAINMENT | United States | Pending (ITU) | 5/25/2019 | 88448467 | | | Anthem Entertainment (GP) Inc. |
|  | United States | Pending (ITU) | 5/25/2019 | 88448473 | | | Anthem Entertainment (GP) Inc. |
| ANTHEM ENTERTAINMENT | United States | Pending (ITU) | 5/25/2019 | 88446471 | | | Anthem Entertainment (GP) Inc. |
|  | United States | Pending / Suspended (ITU) | 8/23/2018 | 88090100 | | | Anthem Entertainment (GP) Inc. |
| CONDUCTOR | United States | Pending / Suspended (ITU) | 8/23/2018 | 88090127 | | | Anthem Entertainment (GP) Inc. |
| CONDUCTOR CO-LAB | United States | Pending / Suspended (ITU) | 8/23/2018 | 88090145 | | | Anthem Entertainment (GP) Inc. |
|  | United States | Pending / Suspended (ITU) | 8/23/2018 | 88090145 | | | Anthem Entertainment (GP) Inc. |
| REAL COUNTRY LIVIN' | Canada | Pending | 12/23/2020 | 2073052 | | | Anthem Entertainment (GP) Inc. |
| ANTHEM ENTERTAINMENT | Canada | Pending | 5/3/2019 | 1960754 | | | Anthem Entertainment (GP) Inc. |

| Trademark | Country | Status | Application Date | Application Number | Registration Date | Registration Number | Owner Name |
|---|---------|------------|------------------|--------------------|-------------------|---------------------|--------------------------------|
|  ANTHEM ENTERTAINMENT anthem <small>entertainment</small> | Canada | Pending | 5/3/2019 | 1960756 | | | Anthem Entertainment (GP) Inc. |
|  CONDUCTOR | Canada | Pending | 5/3/2019 | 1960755 | | | Anthem Entertainment (GP) Inc. |
| CONDUCTOR | Canada | Pending | 6/1/2018 | 1902214 | | | Anthem Entertainment (GP) Inc. |
| CONDUCTOR CO-LAB | Canada | Pending | 6/1/2018 | 1902215 | | | Anthem Entertainment (GP) Inc. |
|  punk design | Canada | Registered | 9/15/2016 | 1800497 | 3/27/2019 | TMA1018238 | Anthem Entertainment (GP) Inc. |