

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656712

<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>
CCLI Finance, LLC		06/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CCLI, LLC		
<b>Street Address:</b>	17205 SE Mill Plain Blvd., Suite 150		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98683		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6076416	CHORDPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5415498403		
<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>	5415498401		
<b>Email:</b>	brian@flaglerlawgroup.com		
<b>Correspondent Name:</b>	Brian D. Flagler		
<b>Address Line 1:</b>	1 N. Pack Square		
<b>Address Line 2:</b>	Suite 418		
<b>Address Line 4:</b>	Asheville, NORTH CAROLINA 28801		
<b>NAME OF SUBMITTER:</b>	Brian D Flagler		
<b>SIGNATURE:</b>	/bdf/		
<b>DATE SIGNED:</b>	06/29/2021		
<b>Total Attachments: 4</b>			
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OP \$40.00 6076416

**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 June 10, 2020, by CCLI FINANCE, LLC, a Delaware limited liability company located at 152 West 57th Street, New York, NY 10019 ("Grantor"), in favor of CCLI, LLC, a Delaware limited liability company located at 17205 SE Mill Plain Blvd., Suite 150, Vancouver, WA 98683 ("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 hereunder 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 distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution 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 Notice 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 Notice together with the annexed Schedule 1.
2. Grantor and Secured Party 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.

CCLI FINANCE, LLC, as Grantor

By: 

Name: Christos Badavas

Title: Secretary and General Counsel

CCLI, LLC, as Secured Party

By: 

Name: Christos Badavas

Title: Secretary and General Counsel

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

**Schedule 1  
Trademarks**

<b>Mark</b>	<b>Class</b>	<b>App №</b>	<b>App Date</b>	<b>Reg. №</b>	<b>Reg Date</b>	<b>Owner</b>	<b>Status</b>
CHORDPRO	9	88481869	06/20/19	6076416	06/09/20	CCLI, LLC	registered