

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescendo Royalty Funding LP		09/16/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC, as Collateral Agent		
Street Address:	330 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6118546	SPIRITMUSIC	
Registration Number:	6458712	SPIRITMUSIC	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	09/30/2021		
Total Attachments: 5			
source=Crescendo - Trademark Security Agreement [Executed] (126415051.1)#page1.tif			
source=Crescendo - Trademark Security Agreement [Executed] (126415051.1)#page2.tif			

OP \$65.00 6118546

source=Crescendo - Trademark Security Agreement [Executed] (126415051.1)#page3.tif
source=Crescendo - Trademark Security Agreement [Executed] (126415051.1)#page4.tif
source=Crescendo - Trademark Security Agreement [Executed] (126415051.1)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 16, 2021, between CRESCENDO ROYALTY FUNDING LP, a Delaware limited partnership (the “*Grantor*”), and GUGGENHEIM CREDIT SERVICES, LLC, as Collateral Agent (the “*Collateral Agent*”).

WHEREAS, Grantor owns the Trademark Collateral (as defined below);

WHEREAS, the Grantor, as the Borrower, Crescendo Royalty Parent LP (“*Holdings*”), the Lenders party thereto, Guggenheim Credit Services, LLC, as the Administrative Agent, as the Collateral Agent and as Lead Arranger, and Guggenheim Securities, LLC, as Additional Arranger, are parties to a Credit Agreement dated as of September 16, 2021 (as amended from time to time, the “*Credit Agreement*”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of September 16, 2021 (as amended and/or supplemented from time to time, the “*Guarantee and Collateral Agreement*”) among the Grantor, Holdings, SPV GP and the Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Collateral Agent*”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations by granting to the Collateral Agent for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

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. Unless otherwise defined herein, terms defined in the Guaranty and Collateral Agreement and used herein shall have the meanings assigned to such terms in the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, in order to secure the Obligations, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in all the following property of such Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law);

(ii) the goodwill of the business symbolized thereby or associated with each of them;

(iii) all renewals of any of the foregoing;

(iv) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing; and

(v) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

SECTION 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Security Agreement may be executed by one or more 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.

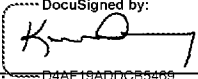
SECTION 5. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the law of the State of New York.

[Signature Pages Follow]

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

CRESCENDO ROYALTY FUNDING LP,
as a Grantor

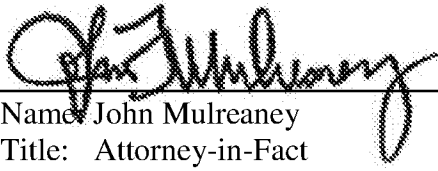
By: CRESCENDO ROYALTY GP LLC, its general partner

By: 
Name: Katherine Gurney
Title: General Counsel and Secretary
Toronto, Canada

By: 
Name: Michael Moscaritolo
Title: Director
Richmond Hill, Canada

Acknowledged:

GUGGENHEIM CREDIT SERVICES, LLC,
as Collateral Agent

By: 
Name: John Mulreaney
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007437 FRAME: 0631

**Schedule 1
to Trademark Security Agreement**

**CRESCENDO ROYALTY FUNDING LP,
as Grantor**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SPIRITMUSIC	6118546	August 4, 2020
SPIRITMUSIC	6458712	August 24, 2021

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
None		