

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTIC RECORDING CORPORATION		12/20/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90871982	A ATLANTIC	
Serial Number:	97003694	ATCO	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<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:	212-336-8000		
Email:	PTODOCKET@ARELAW.COM		
Correspondent Name:	AMSTER, ROTHSTEIN & EBENSTEIN LLP		
Address Line 1:	90 PARK AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	94548/0008		
NAME OF SUBMITTER:	Anthony F. Lo Cicero		
SIGNATURE:	/Anthony F. Lo Cicero/		
DATE SIGNED:	12/21/2021		
Total Attachments: 8			
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**ANNUAL SUPPLEMENT TO THE
TRADEMARK SECURITY AGREEMENT**

This ANNUAL SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT dated as of December 20, 2021 (this "**Supplement**"), is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Credit Suisse AG, as collateral agent (the "**Collateral Agent**") for the Secured First Lien Parties (as defined in the General Security Agreement referred to below).

WHEREAS, WMG Acquisition Corp., a Delaware corporation, (the "**Borrower**") has entered into a security agreement, dated as of November 1, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**General Security Agreement**"). Capitalized terms not otherwise defined herein have the meaning set forth in the General Security Agreement.

WHEREAS, pursuant to the terms of the General Security Agreement, the Grantors have entered into the Trademark Security Agreement dated as of November 1, 2012, among the Collateral Agent and the Grantors (the "**Trademark Security Agreement**"), and have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantors, and have agreed as a condition thereof to execute this Supplement for recording with the United States Patent and Trademark Office.

WHEREAS, Section 2.11(e) of the General Security Agreement requires each Grantor to provide the Collateral Agent, not more than 95 days following the last day of every fiscal year of the Borrower, an appropriate Intellectual Property Security Agreement with respect to all Material Recordable Intellectual Property owned by it, except for immaterial omissions, as of the last day of the most recently ended fiscal year, to the extent such Material Recordable Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it.

WHEREAS, the Grantors own the Trademarks included on Supplemental Schedule 1 attached hereto, that are not listed in any previous Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, a security interest in such Grantor's right, title and interest in and to all of the Trademarks referred to in Supplemental Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; provided that no security interest shall be granted in United States intent-to-use trademark applications or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted.

SECTION 2. Security for Secured First Lien Obligations. The confirmation of the grant of security interest in the Trademark Collateral by each Grantor under this Supplement secures, in the case of each Grantor, the payment of all Secured First Lien Obligations of such Grantor, now or hereafter existing under or in respect of the Secured First Lien Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contracts causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

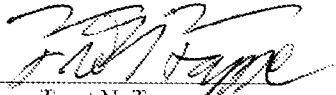
SECTION 4. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Supplement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the U.S. Patent and Trademark Office. The security interest confirmed hereby has been granted to the Collateral Agent in connection with the General Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The General Security Agreement, the Trademark Security Agreement and any supplements to any of the foregoing (and in each case all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 6. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed, all as of the date first written.

WMG ACQUISITION CORP.

By: 

Name: Trent N. Tappe

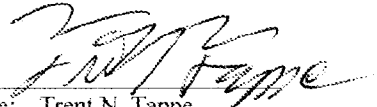
Title: Senior Vice President - Deputy General Counsel, Chief Compliance Officer & Secretary

Grantors:

ROADRUNNER RECORDS INC.
T.Y.S., INC.
THE ALL BLACKS U.S.A., INC.
A. P. SCHMIDT CO.
ATLANTIC RECORDING
CORPORATION
ATLANTIC/MR VENTURES INC.
ARMS UP INC.
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
CAFE AMERICANA INC.
CHAPPELL MUSIC COMPANY, INC.
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON
VENTURES INC.
ELEKTRA ENTERTAINMENT
GROUP INC.
ELEKTRA GROUP VENTURES INC.
EN ACQUISITION CORP.
FHK, INC.
FIDDLEBACK MUSIC PUBLISHING
COMPANY, INC.
FOSTER FREES MUSIC, INC.
INSIDE JOB, INC.
INSOUND ACQUISITION INC.
INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LEM AMERICA, INC.
LONDON-SIRE RECORDS INC.
MAVERICK PARTNER INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT INC.
NONESUCH RECORDS INC.
NON-STOP MUSIC HOLDINGS, INC.
NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PEPAMAR MUSIC CORP.
REP SALES, INC.
RESTLESS ACQUISITION CORP.
REVELATION MUSIC PUBLISHING
CORPORATION
RHINO ENTERTAINMENT
COMPANY
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RODRA MUSIC, INC.
RYKO CORPORATION
RYKODISC, INC.
RYKOMUSIC, INC.
SEA CHIME MUSIC, INC.
SR/MDM VENTURE INC.

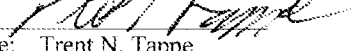
SUPER HYPE PUBLISHING, INC.
THE RHYTHM METHOD INC.
TOMMY BOY MUSIC, INC.
TOMMY VALANDO PUBLISHING
GROUP, INC.
UNICHAPPELL MUSIC INC.
W.B.M. MUSIC CORP.
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC INC.
WARNER BROTHERS INC.
WARNER BROS. MUSIC
INTERNATIONAL INC.
WARNER BROS. RECORDS INC.
WARNER CUSTOM MUSIC CORP.
WARNER DOMAIN MUSIC INC.
WARNER MUSIC DISCOVERY INC.
WARNER MUSIC LATINA INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER MUSIC INC.
WARNER SPECIAL PRODUCTS INC.
WARNER STRATEGIC MARKETING
INC.
WARNER/CHAPPELL MUSIC
(SERVICES), INC.
WARNER/CHAPPELL MUSIC, INC.
WARNER/CHAPPELL PRODUCTION
MUSIC, INC.
WARNER-ELEKTRA-ATLANTIC
CORPORATION
WARNERSONGS, INC.
WARNER-TAMERLANE
PUBLISHING CORP.
WARPRISE MUSIC INC.
J. RUBY PRODUCTIONS, INC.
SIX-FIFTEEN MUSIC
PRODUCTIONS, INC.
SUMMY-BIRCHARD, INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD MUSIC,
INC.
WBR MANAGEMENT SERVICES
INC.
WBR/QRI VENTURE, INC.
WBR/RUFFNATION VENTURES,
INC.
WBR/SIRE VENTURES INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA MANAGEMENT SERVICES
INC.
WIDE MUSIC, INC.
WMG MANAGEMENT SERVICES
INC.
ASYLUM RECORDS LLC
ATLANTIC MOBILE LLC
ATLANTIC PRODUCTIONS LLC

ATLANTIC SCREAM LLC
ATLANTIC/143 L.L.C.
BB INVESTMENTS LLC
BULLDOG ENTERTAINMENT
GROUP LLC
BULLDOG ISLAND EVENTS LLC
BUTE SOUND LLC
CHORUSS LLC
CORDLESS RECORDINGS LLC
EAST WEST RECORDS LLC
FBR INVESTMENTS LLC
FOZ MAN MUSIC LLC
FUELED BY RAMEN LLC
LAVA RECORDS LLC
LAVA TRADEMARK HOLDING
COMPANY LLC
MADE OF STONE LLC
PENALTY RECORDS, L.L.C.
PERFECT GAME RECORDING
COMPANY LLC
RHINO NAME & LIKENESS
HOLDINGS, LLC
RHINO/FSE HOLDINGS, LLC
T-BOY MUSIC, L.L.C.
T-GIRL MUSIC, L.L.C.
THE BIZ LLC
UPPED.COM LLC
WARNER MUSIC DISTRIBUTION
LLC
WMG TRADEMARK HOLDING
COMPANY LLC
ARTIST ARENA LLC
FERRET MUSIC HOLDINGS LLC
FERRET MUSIC LLC
FERRET MUSIC MANAGEMENT
LLC
FERRET MUSIC TOURING LLC
P & C PUBLISHING LLC
WARNER MUSIC NASHVILLE LLC
ATLANTIC PIX LLC

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant
Secretary of each of the above
named entities listed under the
heading Guarantors and signing this
agreement in such capacity on
behalf of each such entity

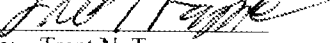
Grantors (cont'd):

WARNER MUSIC INC

By: 
Name: Trent N. Tappe
Title: Senior Vice President - Deputy General
Counsel, Chief Compliance Officer & Assistant Secretary

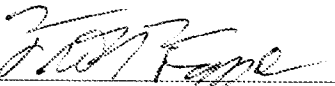
615 MUSIC LIBRARY, LLC

By: Six-Fifteen Music Productions, Inc., its Sole Member

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

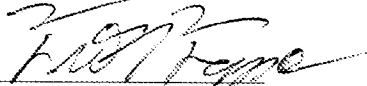
ARTIST ARENA INTERNATIONAL, LLC

By: Artist Arena LLC, its Member
By: Warner Music Inc., its Sole Member

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

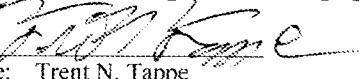
ALTERNATIVE DISTRIBUTION ALLIANCE

By: Warner Music Distribution LLC, its Managing Partner

By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

MAVERICK RECORDING COMPANY

By: SR/MDM Venture Inc., its Managing Partner

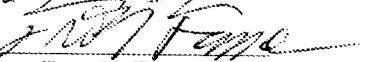
By: 
Name: Trent N. Tappe
Title: Vice President & Assistant Secretary

Grantors (cont'd):

NON-STOP CATAclysmic Music, LLC
NON-STOP INTERNATIONAL PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC

By: Non-Stop Music Publishing, LLC, their Sole Member

By: Non-Stop Music Holdings, Inc., its Manager

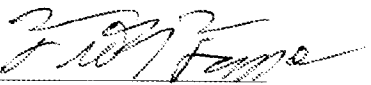
By: 

Name: Trent N. Tappe

Title: Vice President & Assistant Secretary

NON-STOP MUSIC LIBRARY, L.C.
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP PRODUCTIONS, LLC

By: Non-Stop Music Holdings, Inc., their Sole Member

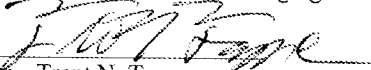
By: 

Name: Trent N. Tappe

Title: Vice President & Assistant Secretary

WMG ARTIST BRAND LLC




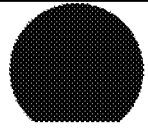


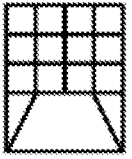
By: Warner Music Inc., its Managing Member


By: 

Name: Trent N. Tappe

Title: Vice President & Assistant Secretary

**Supplemental Schedule 1
to Trademark Security Agreement**

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
 A ATLANTIC	ATLANTIC RECORDING CORPORATION	90871982	8/9/2021	Pending	N/A
 ADA & Design	ADA Global Ltd.	90852494	7/28/2021	Pending	N/A
 ATCO	ATLANTIC RECORDING CORPORATION	97003694	8/31/2021	Pending	N/A
 Circular Logo	Warner Records Inc.	88503642	7/8/2019	6165243	09/29/2020
 Crown Logo	Warner Chappell Music, Inc.	88451174	5/29/2019	6060260	05/19/2020
 E Design	Elektra Entertainment Group Inc.	90855756	7/29/2021	Pending	N/A
 LEVEL LEVEL	Radar Scope Ltd	79270324	7/6/2019	6247975	01/19/2021
WARNER CHAPPELL	Warner Chappell Music, Inc.	88451148	5/29/2019	6224924	12/22/2020
WMG	Warner Music Inc.	90373226	12/10/2020	Pending	N/A

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
WMG	Warner Music Inc.	90373260	12/10/2020	Pending	N/A
 WMG BFF SOCIAL JUSTICE FUND	Warner Music Inc.	90547424	2/25/2021	6493460	09/21/2021
WMX	Warner Music Inc.	90803533	6/30/2021	Pending	N/A