

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to the Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Theory Entertainment LLC		03/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	foreign bank: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5537431		
Registration Number:	5233007	300	
Registration Number:	5413165	300	
Registration Number:	6513210	300	
Serial Number:	90061845	300	
Serial Number:	90369736	SPARTA	
Serial Number:	90369806	SPARTA	
Serial Number:	90369867	SPARTA	
Serial Number:	90369939	SPARTA	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	2129096000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Christine S. Gilleland, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		

CH \$240.00 5537431

NAME OF SUBMITTER:	Christine S. Gilleland
SIGNATURE:	/Christine S. Gilleland/
DATE SIGNED:	03/22/2022
Total Attachments: 4 source=WMG_Theory Entertainment_TM Security Agt_Executed#page1.tif source=WMG_Theory Entertainment_TM Security Agt_Executed#page2.tif source=WMG_Theory Entertainment_TM Security Agt_Executed#page3.tif source=WMG_Theory Entertainment_TM Security Agt_Executed#page4.tif	

SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT

This Supplement to the Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), dated March 16, 2022, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of Credit Suisse AG, as collateral agent (the “**Collateral Agent**”) for the Secured First Lien Parties (as defined in the Security Agreement referred to below).

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

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, a security interest in, among other property, certain Trademarks (as defined below) of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby confirms the grant to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, of a security interest in the Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) all trademarks, service marks, domain names, trade dress, logos, slogans, trade names, and other source identifiers, whether registered or unregistered, owned by the Grantor, (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), including, without limitation, each Trademark registration and application therefor, 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;

(ii) all registrations and applications for registration for any Trademark, together with all renewals thereof;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 2. Security for Secured First Lien Obligations. The confirmation of the grant of security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured First Lien Obligations of the 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, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.


SECTION 4. Execution in Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement has been executed and delivered by the Grantor 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 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 Security Agreement (and all, rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

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

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

THEORY ENTERTAINMENT LLC

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

Address for Notices:

112 Madison Avenue, 4th Floor
New York, NY 10016

[Signature Page to Trademark Security Agreement]