

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOWNTOWN MUSIC PUBLISHING LLC		12/06/2022	Limited Liability Company: DELAWARE
ST MUSIC LLC		12/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK, as Administrative Agent		
Street Address:	400 N Roxbury Dr. 5th Floor		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4009990	SONGTRUST	
Registration Number:	4013927		
Registration Number:	5317289	DOWNTOWN MUSIC PUBLISHING	
Registration Number:	5319745	DOWNTOWN MUSIC PUBLISHING	
Serial Number:	97374044	S	
Serial Number:	97374047	S	
Serial Number:	97374050	S SONGTRUST	
Serial Number:	97374051	S SONGTRUST	
Serial Number:	97374042	SONGTRUST	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		

CH \$240.00 4009990

Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 066041-30120

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/06/2022

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2022 (this “Security Agreement”), is made by **DOWNTOWN MUSIC PUBLISHING LLC**, a Delaware limited liability company, and **ST MUSIC LLC**, a Delaware limited liability company (collectively the “Grantors” and each a “Grantor”) in favor of **CITY NATIONAL 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 Credit Agreement referred to below).

WHEREAS, AVL Holding Inc., a Delaware corporation (the “Borrower”), the other Guarantors party thereto, the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent have entered into that certain Credit, Security, Guaranty and Pledge Agreement, dated as of July 24, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, each Grantor, the other Permitted Affiliates party thereto and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement (Permitted Affiliates), dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Permitted Affiliates Agreement”); and

WHEREAS, the Permitted Affiliates Agreement requires each Grantor to execute and deliver this Security Agreement.

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

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Permitted Affiliate Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as security for the due and punctual payment of the Obligations and as security for its obligations under Article II of the Permitted Affiliates Agreement, hereby grants and pledges, to the Administrative Agent (for the benefit of the Secured Parties) a security interest in all of its right, title and interest in, to and under the following, in each case, solely to the extent constituting Collateral of such Grantor (the “Trademark Collateral”):

- (i) all of its Trademarks, including, but not limited to, those referred to on Schedule I hereto;
- (ii) all licenses of the foregoing, including, but not limited to, those referred to on Schedule I hereto;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (iv) all income, royalties, proceeds, damages and payments at any time due and/or payable under or with respect to any of the foregoing, including, without limitation, all damages or payments for past, present or future infringements for any of the foregoing; and
- (v) the right to sue at law or in equity for past, present, and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Permitted Affiliates 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 Permitted Affiliates Agreement, and each 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 Permitted Affiliates Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Security Agreement is made for collateral purposes only. At such time as Payment in Full of the Obligations occurs, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to each Grantor, at such Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be reasonably necessary to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof and of the Permitted Affiliates Agreement or the Credit Agreement.

SECTION 4. Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

SECTION 5. Governing Law. This Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

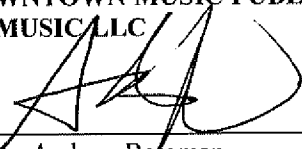
SECTION 6. Severability. If any provision of this Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7. Miscellaneous. This Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Permitted Affiliates Agreement), but neither this Security Agreement nor any of the rights or interests hereunder shall be assigned by Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Permitted Affiliates Agreement), and any attempted assignment without such consent shall be null and void. If any conflict or inconsistency exists between this Security Agreement and the Permitted Affiliates Agreement, the Permitted Affiliates Agreement shall govern.

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


DOWNTOWN MUSIC PUBLISHING LLC
ST MUSIC LLC

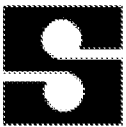
By: 
Name: Andrew Bergman
Title: Chief Operating Officer


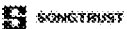
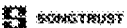
SCHEDULE I

I. U.S. Trademarks


Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
US Federal	SONGTRUST RN: 4009990 SN: 77880198	Renewed, January 19, 2022 Office Status: Registered and Renewed Int'l Class: 35 First Use: August 1, 2010 Filed: November 24, 2009 Registered: August 9, 2011 Last Renewal: August 9, 2021 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Commercial administration of the licensing of the copyrighted music of others	ST Music LLC (Delaware Limited Liability Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United States of America	10/26/2011 Assignment of the Entire Interest recorded by Downtown Music, LLC, a Delaware limited liability company in favor of ST Music LLC, a Delaware limited liability company at Reel/Frame: 4648/0979 7/16/2015 Assignment of the Entire Interest recorded by ST Music LLC, a Delaware limited liability company in favor of Downtown Music Holdings (IOM) Limited, an Isle of Man limited company at Reel/Frame: 5578/0787 9/24/2015 Nunc Pro Tunc Assignment Effective 7/17/2015 recorded by	N/A

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
					Downtown Music Holdings (IOM) Limited, an Isle of Man limited company in favor of ST Music LLC, a Delaware limited liability company at Reel/Frame: 5629/0961	
US Federal	Design Only  RN: 4013927 SN: 85150431	Renewed, January 18, 2022 Office Status: Registered and Renewed Int'l Class: 35 First Use: August 1, 2010 Filed: October 12, 2010 Registered: August 16, 2011 Last Renewal: August 16, 2021 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Commercial administration of the licensing of copyrighted music of others	ST Music LLC (Delaware Limited Liability Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United States of America	10/26/2011 Assignment of the Entire Interest recorded by Downtown Music, LLC, a Delaware limited liability company in favor of ST Music LLC, a Delaware limited liability company at Reel/Frame: 4648/0979 7/16/2015 Assignment of the Entire Interest recorded by ST Music LLC, a Delaware limited liability company in favor of Downtown Music Holdings (IOM) Limited, an Isle of Man limited company at Reel/Frame:	N/A

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
					5578/0787 9/24/2015 Nunc Pro Tunc Assignment Effective 7/17/2015 recorded by Downtown Music Holdings (IOM) Limited, an Isle of Man limited company in favor of ST Music LLC, a Delaware limited liability company at Reel/Frame: 5629/0961	
US Federal	S (Stylized)  SN: 97374044	Pending Application, April 25, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Int'l Class: 36 First Use: October 15, 2021 Filed: April 21, 2022 Register Type: Principal Register	Int'l Class: 36 (Int'l Class: 36) Collecting license fees on behalf of independent writers and publishers and making payments to the copyright owners of the music; Financial calculation services for others, namely, royalty calculation	ST Music LLC (Delaware Limited Liability Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United States of America	N/A	N/A
US Federal	S (Stylized)	Pending Application, April 25, 2022 Office Status: New	Int'l Class: 35 (Int'l Class: 35) Commercial administration of the licensing	ST Music LLC (Delaware Limited Liability	N/A	N/A

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
	 SN: 97374047	Application - Record Initialized Not Assigned to Examiner Int'l Class: 35 First Use: October 15, 2021 Filed: April 21, 2022 Register Type: Principal Register	of the copyrighted music of others	Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United States of America		
US Federal	S SONGTRUST (Stylized)  SN: 97374050	Pending Application, April 25, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Int'l Class: 35 First Use: October 15, 2021 Filed: April 21, 2022 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Commercial administration of the licensing of the copyrighted music of others	ST Music LLC (Delaware Limited Liability Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United States of America	N/A	N/A
US Federal	S SONGTRUST (Stylized)  SN: 97374051	Pending Application, April 25, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Int'l Class: 36 First Use:	Int'l Class: 36 (Int'l Class: 36) Collecting license fees on behalf of independent writers and publishers and making payments to the copyright owners of the	ST Music LLC (Delaware Limited Liability Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United	N/A	N/A

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
		October 15, 2021 Filed: April 21, 2022 Register Type: Principal Register	music; Financial calculation services for others, namely, royalty calculation	States of America		
US Federal	SONGTRUST SN: 97374042	Pending Application, April 25, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Int'l Class: 36 First Use: August 1, 2010 Filed: April 21, 2022 Register Type: Principal Register	Int'l Class: 36 (Int'l Class: 36) Collecting license fees on behalf of independent writers and publishers and making payments to the copyright owners of the music; Financial calculation services for others, namely, royalty calculation	ST Music LLC (Delaware Limited Liability Company) 155 Avenue of the Americas, 15th Floor, New York, New York 10013 United States of America	N/A	N/A
US Federal	DOWNTOWN MUSIC PUBLISHING RN: 5317289 SN: 85807910 Disclaimer: "MUSIC PUBLISHING"	Registered, October 24, 2017 Int'l Class: 16 First Use: August 1, 2014 Int'l Class: 41,45 First Use: November 18, 2008 Filed: December 20, 2012 Registered: October 24, 2017 Register Type: Principal Register	Int'l Class: 16, 41, 45 (Int'l Class: 16) Printed matter, namely, sheet music (Int'l Class: 41) Music publishing services (Int'l Class: 45) Licensing of copyrights; film, television and video licensing	Downtown Music Publishing LLC (Delaware Limited Liability Company) 155 Avenue of the Americas 15th Floor, New York, New York 10013 United States of America	7/16/2015 Assignment of the Entire Interest recorded by Downtown Music Publishing LLC, a Delaware limited liability company in favor of Downtown Music Holdings (IOM) Limited, an Isle of Man limited company at Reel/Frame:	N/A

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
					5581/0071 1/17/2020 Assignment of the Entire Interest recorded by Downtown Music Holdings (IOM) Limited, an Isle of Man limited company in favor of Downtown Music Publishing LLC, a Delaware limited liability company at Reel/Frame: 6841/0037	
US Federal	DOWNTOWN MUSIC PUBLISHING and Design  RN: 5319745 SN: 85807992 Disclaimer: "MUSIC PUBLISHING"	Registered, October 31, 2017 Int'l Class: 41,45 First Use: November 18, 2008 Filed: December 20, 2012 Registered: October 31, 2017 Register Type: Principal Register	Int'l Class: 41, 45 (Int'l Class: 41) Music publishing services (Int'l Class: 45) Licensing of copyrights; television, film and video licensing	Downtown Music Publishing LLC (Delaware Limited Liability Company) 155 Avenue of the Americas 15th Floor, New York, New York 10013 United States of America	7/16/2015 Assignment of the Entire Interest recorded by Downtown Music Publishing LLC, a Delaware limited liability company in favor of Downtown Music Holdings (IOM) Limited, an Isle of Man limited company at Reel/Frame: 5581/0071 1/17/2020 Assignment of	N/A

Jurisdiction	Trademark	Status/Key Dates	Goods/Services	Owner	Recorded Assignments	Unreleased Security Interests
					the Entire Interest recorded by Downtown Music Holdings (IOM) Limited, an Isle of Man limited company in favor of Downtown Music Publishing LLC, a Delaware limited liability company at Reel/Frame: 6841/0037	

II. Licenses

None.