

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seeker Music, Inc.		12/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Bank, Ltd., as Administrative Agent		
Street Address:	1221 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Banking Corporation: JAPAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6918823	SEEKER	
Serial Number:	90042715	SEEKER MUSIC	
Serial Number:	90042718	SEEKER MUSIC GROUP	
CORRESPONDENCE DATA			
Fax Number:	3059615812		
<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:	3055790812		
Email:	marcosm@gtlaw.com		
Correspondent Name:	Manuel R Valcarcel		
Address Line 1:	333 S.E. 2nd Avenue, 44th Floor		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Manuel Valcarcel, Esq.		
SIGNATURE:	/Manuel Valcarcel/		
DATE SIGNED:	12/19/2022		
Total Attachments: 10			
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page1.tif			
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page2.tif			
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page3.tif			
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page4.tif			

CH \$90.00 6918823

source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page5.tif
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page6.tif
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page7.tif
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page8.tif
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page9.tif
source=Trademark Security Agreement Seeker Music and MUFG Bank 12192022#page10.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2022 (this "Trademark Security Agreement"), is made by SEEKER MUSIC, INC., a Delaware corporation (the "Grantor"), in favor of MUFG BANK, LTD., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Seeker Holdings LP, a Delaware limited partnership (the "Borrower"), Seeker Music, Inc., a Delaware corporation (the "Parent"), the other Guarantors referred to therein, the Lenders referred to therein, and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Credit Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

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. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants 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 Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted to the Administrative Agent, and the Grantor hereby

[Signature Page to Trademark Security Agreement]

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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Credit Agreement (or any portion hereof or thereof), the terms of the Credit Agreement shall prevail.

Section 4 Representation and Warranty.

(a) Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

(b) This Trademark Security Agreement, when executed and delivered, and upon the making of the initial Loan under the Credit Agreement, will create and grant to the Administrative Agent (for the benefit of the Secured Parties) upon the filing of this Trademark Security Agreement with the U.S. Patent and Trademark Office, a valid and first priority perfected security interest in the Trademark Collateral.

(c) All information with respect to the Trademark Collateral set forth in Schedule I attached hereto, certificate or other writing at any time heretofore or hereafter furnished by such Grantor to the Administrative Agent or any other Secured Party, is and will be true and correct in all material respects as of the date furnished.

(d) To the best of each such Grantor's knowledge, each Trademark Collateral is valid, subsisting, unexpired and enforceable and has not been abandoned. None of such Trademark Collateral is the subject of any licensing or franchise agreement, other than any licenses granted by Grantor to a Credit Party. To the best of each such Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Trademark Collateral. To the best of each such Grantor's knowledge, no action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Trademark Collateral, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Trademark Collateral.

Section 5 Covenants.

(a) Subject to the terms of the Credit Agreement, such Grantor shall maintain the security interest created by this Trademark Security Agreement as a perfected security interest having at least the priority described in Section 4(b) hereof and shall defend such security interest against the claims and demands of all Persons whomsoever, except with respect to Liens expressly permitted under Section 6.2 of the Credit Agreement.

(b) Subject to the terms of the Credit Agreement, at any time and from time to time, upon the request of the Administrative Agent or any other Secured Party, and at the sole expense of such Grantor, such Grantor will promptly and duly give, execute, deliver, indorse, file or record any and all agreements, assignments, instruments or any other document, obtain any and all governmental approvals and consents and take or cause to be taken any and all steps or acts that may be necessary or advisable or as the Administrative Agent may reasonably request to create,

[Signature Page to Trademark Security Agreement]

perfect, establish the priority of, or to preserve the validity, perfection or priority of, the Liens granted by this Trademark Security Agreement or to enable the Administrative Agent or any other Secured Party to enforce its rights, remedies, powers and privileges under this Trademark Security Agreement with respect to such Liens or to otherwise obtain or preserve the full benefits of this Trademark Security Agreement and the rights, powers and privileges herein granted.

(c) Such Grantor will perform and comply in all material respects with all of its contractual obligations relating to the Trademark Collateral.

(d) The Administrative Agent and the other Secured Parties do not authorize the Grantors to, and Grantor agrees not to, sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except to the extent expressly permitted by the Credit Agreement.

(e) Such Grantor (either itself or through licensees) will, except with respect to any Trademark Collateral that such Grantor shall reasonably determine is immaterial, (i) maintain as in the past the quality of services offered under such Trademark Collateral, (ii) maintain such Trademark Collateral in full force and effect, free from any claim of abandonment for non-use, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark Collateral unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act, or knowingly omit to do any act, whereby any Trademark Collateral may become invalidated.

(f) Such Grantor will notify the Administrative Agent and the other Secured Parties immediately if it knows, or has reason to know, that any application or registration relating to any Trademark Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding such Grantor's ownership of any Trademark Collateral or its right to register the same or to keep and maintain the same.

(g) Whenever a Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent and the other Secured Parties within 60 days after the end of each fiscal quarter of Grantor in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver a supplement hereto, and any and all other agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the other Secured Parties' security interest in any Trademark Collateral, and such Grantor hereby constitutes the Administrative Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Secured Obligations are paid in full and the Commitments are terminated.

[Signature Page to Trademark Security Agreement]

(h) Subject to the terms of the Credit Agreement, such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Material Copyrights, Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(i) In the event that any Trademark Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify the Administrative Agent and the other Secured Parties after it learns thereof and shall, unless such Grantor shall reasonably determine that such Trademark Collateral is immaterial to such Grantor which determination such Grantor shall promptly report to the Administrative Agent and the other Secured Parties, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral.

(j) Upon and during the continuance of an Event of Default, (i) Grantor shall not abandon or otherwise permit any Trademark Collateral to become invalid and (ii) Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of any Trademark Collateral owned by such Grantor to effect the assignment of all such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

(k) Upon request of the Administrative Agent, Grantor agrees, at its own expense, as soon as practicable after the date hereof, to make such filings and to take such other actions as are reasonably necessary in each non-U.S. jurisdiction in which such Grantor owns any Trademark Collateral in order to perfect the security interest of the Administrative Agent with respect to such Trademark Collateral in such jurisdiction, provided that Grantor shall not be obligated to make any such filing or to take any such other action where the Administrative Agent and the Borrower agree that the cost of such filing or action exceeds the value of the security afforded thereby.

Section 7 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 8 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 9 Governing Law. This Trademark 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 Page to Trademark Security Agreement]

[Continued on following page.]

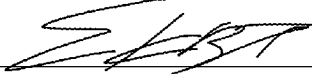
[Signature Page to Trademark Security Agreement]

ACTIVE 683771165v8

TRADEMARK
REEL: 007924 FRAME: 0787

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

SEEKER MUSIC, INC.

By: 
Name: Evan Bogart
Title: Authorized Signatory

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

MUFG BANK, LTD., as Administrative Agent

By:  _____

Name: Kayla Bowman

Title: Vice President

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Country/ Jurisdiction	Trademark	Classes	Registration / Application No. and Date	Owner	Status / Next Deadline
United States	SEEKER	9, 35, 36, 41, 45	Reg. No. 6,918,823 December 6, 2022	Seeker Music, Inc.	Registered Declaration of Use due December 6, 2028
WIPO (World Intellectual Property Organization)	SEEKER	9, 35, 36, 41, 45	International Registration No. 1,560,912 July 13, 2020	Seeker Music, Inc.	Registered Renewal due: July 13, 2030
WIPO	SEEKER MUSIC	9, 35, 36, 41, 45	International Registration No. 1,560,846 July 13, 2020	Seeker Music, Inc.	Registered Renewal due: July 13, 2030
WIPO	SEEKER MUSIC GROUP	9, 35, 36, 41, 45	International Registration No. 1,551,130 July 13, 2020	Seeker Music, Inc.	Registered Renewal due: July 13, 2030
WIPO	MUSIC IS FUN	9, 35, 36, 41, 45	International Registration No. 1,655,965 March 9, 2022	Seeker Music, Inc.	Registered Renewal due: March 8, 2032
United Kingdom	SEEKER	9, 35, 36, 41, 45	Reg. No. IR 1,560,912 June 16, 2021	Seeker Music, Inc.	Registered Renewal due: July 14, 2030
United Kingdom	SEEKER MUSIC	9, 35, 36, 41, 45	Reg. No. IR 1,560,846 December 9, 2021	Seeker Music, Inc.	Registered Renewal due: July 14, 2030
United Kingdom	SEEKER MUSIC GROUP	9, 35, 36, 41, 45	Reg. No. IR 1,551,130 January 4, 2021	Seeker Music, Inc.	Registered Renewal due: July 14, 2030

European Union	SEEKER	9, 35, 36, 41, 45	Reg. No. IR 1,560,912 April 7, 2021	Seeker Music, Inc.	Registered Renewal due: July 14, 2030
European Union	SEEKER MUSIC	9, 35, 36, 41, 45	Reg. No. IR 1,560,846 November 19, 2020	Seeker Music, Inc.	Registered Renewal due: July 14, 2030
European Union	SEEKER MUSIC GROUP	9, 35, 36, 41, 45	Reg. No. IR 1,551,130 September 17, 2020	Seeker Music, Inc.	Registered Renewal due: July 14, 2030
European Union	MUSIC IS FUN	35, 36, 45	App. No. IR 1,655,965 March 9, 2022	Seeker Music, Inc.	Registered Renewal due: March 9, 2032

II. TRADEMARK APPLICATIONS

Country/ Jurisdiction	Trademark	Classes	Registration / Application No. and Date	Owner	Status / Next Deadline
United States	SEEKER MUSIC	9, 35, 36, 41, 45	App. No. 90/042,715 July 8, 2020	Seeker Music, Inc.	Approved for Registration
United States	SEEKER MUSIC GROUP	9, 35, 36, 41, 45	App. No. 90/042,718 July 8, 2020	Seeker Music, Inc.	Response to Office Action due June 1, 2023
Canada	SEEKER	9, 35, 36, 41, 45	App. No. 2,064,810 July 14, 2020	Seeker Music, Inc.	Pending N/A
Canada	SEEKER MUSIC	9, 35, 36, 41, 45	App. No. 2,064,811 July 14, 2020	Seeker Music, Inc.	Pending N/A
Canada	SEEKER MUSIC GROUP	9, 35, 36, 41, 45	App. No. 2,052,100 July 14, 2020	Seeker Music, Inc.	Pending N/A

United Kingdom	MUSIC IS FUN	9, 35, 36, 41, 45	App. No. IR 1,655,965 March 9, 2022	Seeker Music, Inc.	Pending N/A
----------------	-----------------	-------------------	---	--------------------	----------------

ACTIVE 683771165v8

RECORDED: 12/19/2022

TRADEMARK
REEL: 007924 FRAME: 0792