

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NONESUCH RECORDS INC.		12/22/2022	Corporation: 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:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97429886	NONESUCH N	
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:	2123368000		
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:	Suzue Fujimori		
SIGNATURE:	/Suzue Fujimori/		
DATE SIGNED:	12/23/2022		
Total Attachments: 7			
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ANNUAL SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT

This ANNUAL SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT dated as of December 22, 2022 (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.

DocuSigned by:

By: Trent N. Tappe

Name: Trent N. Tappe

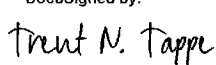
Title: Senior Vice President - Deputy General Counsel, Chief Compliance Officer & Secretary

Grantors:

A.P. SCHMIDT CO.
 ARTS MUSIC INC.
 ATLANTIC RECORDING CORPORATION
 ATLANTIC/MR VENTURES INC.
 AUDIO PROPERTIES/BURBANK, INC.
 BIG BEAT RECORDS INC.
 CAFÉ AMERICANA INC.
 CHAPPELL MUSIC COMPANY, INC.
 COTA MUSIC, INC.
 COTILLION MUSIC, INC.
 CRK MUSIC INC.
 E/A MUSIC, INC.
 ELEKSYLUM MUSIC, INC.
 ELEKTRA ENTERTAINMENT GROUP INC.
 ELEKTRA GROUP VENTURES INC.
 ELEKTRA MUSIC GROUP INC.
 ELEKTRA/CHAMELEON VENTURES INC.
 FHK, INC.
 FIDDLEBACK MUSIC PUBLISHING COMPANY, INC.
 GENE AUTRY'S WESTERN MUSIC PUBLISHING CO.
 GOLDEN WEST MELODIES, INC.
 INSOUND ACQUISITION INC.
 INTERSONG U.S.A., INC.
 J. RUBY PRODUCTIONS, INC.
 JADAR MUSIC CORP.
 LEM AMERICA, INC.
 LONDON-SIRE RECORDS INC.
 MAVERICK PARTNER INC.
 MCGUFFIN MUSIC INC.
 MELODY RANCH MUSIC CO., INC.
 MIXED BAG MUSIC, INC.
 NONESUCH RECORDS INC.
 OCTA MUSIC, INC.
 PEPAMAR MUSIC CORP.
 REP SALES, INC.
 REVELATION MUSIC PUBLISHING CORPORATION
 RHINO ENTERTAINMENT COMPANY
 RICK'S MUSIC INC.
 RIDGEWAY MUSIC CO., INC.
 RIGHTSONG MUSIC INC.
 ROADRUNNER RECORDS, INC.
 RYKO CORPORATION
 RYKODISC, INC.
 RYKOMUSIC, INC.
 SEA CHIME MUSIC, INC.
 SR/MDM VENTURE INC.
 SUMMY-BIRCHARD, INC.
 SUPER HYPE PUBLISHING, INC.
 THE ALL BLACKS U.S.A., INC.

TOMMY VALANDO PUBLISHING GROUP, INC.
 UNICHAPPELL MUSIC INC.
 W.C.M. MUSIC CORP.
 WALDEN MUSIC INC.
 WARNER ALLIANCE MUSIC INC.
 WARNER BRETHERN INC.
 WARNER MUSIC PUBLISHING INTERNATIONAL INC.
 WARNER 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.
 WC GOLD MUSIC CORP.
 W CHAPPELL MUSIC CORP.
 WCM/HOUSE OF GOLD MUSIC, INC.
 WARNER RECORDS/QRI VENTURE, INC.
 WARNER RECORDS/RUFFNATION VENTURES, INC.
 WEA EUROPE INC.
 WEA INC.
 WEA INTERNATIONAL INC.
 WIDE MUSIC, INC.
 WMG RHINO HOLDINGS INC.
 ARTIST ARENA LLC
 ASYLUM LLC
 ASYLUM RECORDS LLC
 ASYLUM WORLDWIDE LLC
 ATLANTIC MOBILE LLC
 ATLANTIC PIX LLC
 ATLANTIC PRODUCTIONS LLC
 ATLANTIC RECORDING LLC
 ATLANTIC SCREAM LLC
 ATLANTIC/143 L.L.C.
 BB INVESTMENTS LLC
 BULLDOG ISLAND EVENTS LLC
 BUTE SOUND LLC
 CORDLESS RECORDINGS LLC
 EAST WEST RECORDS LLC
 ELEKTRA MUSIC LLC

ELEKTRA RECORDS LLC
 FERRET MUSIC HOLDINGS LLC
 FERRET MUSIC LLC
 FERRET MUSIC MANAGEMENT LLC
 FERRET MUSIC TOURING LLC
 FOZ MAN MUSIC LLC
 FUELED BY RAMEN LLC
 LAVA RECORDS LLC
 MM INVESTMENT LLC
 P & C PUBLISHING LLC
 RHINO NAME & LIKENESS HOLDINGS, LLC
 RHINO ENTERTAINMENT LLC
 RHINO FOCUS HOLDINGS LLC
 RHINO/FSE HOLDINGS, LLC
 SODATONE USA LLC
 T-BOY MUSIC, L.L.C.
 T-GIRL MUSIC, L.L.C.
 THE BIZ LLC
 UPPED.COM LLC
 UPROXX LLC
 WARNER MUSIC DISTRIBUTION LLC
 WARNER MUSIC NASHVILLE LLC
 WARNER RECORDS/SIRE VENTURES LLC
 WARNER RECORDS LLC
 WMG COE, LLC
 WMG PRODUCTIONS LLC
 WRONG MAN DEVELOPMENT LIMITED
 LIABILITY COMPANY
 COMEDY TECHNOLOGIES, INC.
 DAQUAN MEDIA LLC
 SO SATISFYING LLC
 SOCIAL ACES, LLC
 ATLANTIC RECORDS GROUP LLC
 300 ENTERTAINMENT LLC
 300 STUDIOS, LLC
 3PARTA, LLC
 300 ENTERTAINMENT LIVE EVENTS LLC

DocuSigned by:
 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.

DocuSigned by:
By: Trent N. Tappe
Name: ^{AF88E4BC0C6E448}Trent N. Tappe
Title: Senior Vice President - Deputy General
Counsel, Chief Compliance Officer & Assistant Secretary

ARTIST ARENA INTERNATIONAL, LLC

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

DocuSigned by:
By: Trent N. Tappe
Name: ^{AF88E4BC0C6E448}Trent N. Tappe
Title: Vice President & Assistant Secretary

ALTERNATIVE DISTRIBUTION ALLIANCE

By: Warner Music Distribution LLC, its Managing Partner

DocuSigned by:
By: Trent N. Tappe
Name: ^{AF88E4BC0C6E448}Trent N. Tappe
Title: Vice President & Assistant Secretary



MAVERICK RECORDING COMPANY

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

DocuSigned by:
By: Trent N. Tappe
Name: ^{AF88E4BC0C6E448}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
 300 (stylized)	300 ENTERTAINMENT LLC	90975497	07/20/2020	Registered	10/05/2021
 300 (stylized)	300 ENTERTAINMENT LLC	90061845	07/20/2020	Registered	05/31/2022
 300 STUDIOS	300 ENTERTAINMENT LLC	97330737	8/31/2021	Pending	N/A
 3EE	ELEKTRA ENTERTAINMENT GROUP INC.	97469187	06/21/2022	Pending	N/A
 3EE	Elektra Entertainment Group Inc.	97469191	06/21/2022	Pending	N/A
 ASYLUM	Elektra Entertainment Group Inc.	97055937	10/01/2021	Registered	08/23/2022
DNA PUBLISHING	300 ENTERTAINMENT LLC	97139386	11/23/2021	Pending	N/A
DNA PUBLISHING	300 ENTERTAINMENT LLC	97139362	11/23/2021	Pending	N/A
ELEKTRA	Elektra Entertainment Group Inc.	88862987	04/07/2020	Registered	02/22/2022
 HIPHOPDX	Warner-Elektra-Atlantic Corporation	97164006	12/09/2021	Published	N/A
 IMGN	Comedy Technologies, Inc. DBA IMGN Media	97061655	10/06/2021	Registered	11/08/2022

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
	Warner Music Inc.	97238914	01/26/2022	Pending	N/A
	NONESUCH RECORDS INC.	97429886	05/26/2022	Pending	N/A
SPARTA	300 ENTERTAINMENT LLC	97319110	03/18/2022	Pending	N/A