

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		12/22/2022	NATIONAL ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONCORD MUSIC GROUP LLC		
<b>Street Address:</b>	10 LEA AVENUE, SUITE 300		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	SPECIALTY RECORDS, INC.		
<b>Street Address:</b>	10 LEA AVENUE, SUITE 300		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37210		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	STARCON, LLC		
<b>Street Address:</b>	10 LEA AVENUE, SUITE 300		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	NEW ROUNDER LLC		
<b>Street Address:</b>	10 LEA AVENUE, SUITE 300		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CONCORD MUSIC GROUP, INC		
<b>Street Address:</b>	10 LEA AVENUE, SUITE 300		
<b>City:</b>	NASHVILLE		

CH \$1465.00 73751394

<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37210
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 58**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	73751394	BLUESVILLE
<b>Serial Number:</b>	78608917	BREATHE
<b>Serial Number:</b>	76310223	CONCORD
<b>Serial Number:</b>	77346258	CONCORD MUSIC GROUP
<b>Serial Number:</b>	73609639	CONTEMPORARY
<b>Serial Number:</b>	73613361	CROSSOVER
<b>Serial Number:</b>	74577280	ENTERPRISE
<b>Serial Number:</b>	76631086	F FEINERY
<b>Serial Number:</b>	72431479	FANTASY
<b>Serial Number:</b>	74577680	FANTASY
<b>Serial Number:</b>	76631087	FEINERY
<b>Serial Number:</b>	74375415	GOOD TIME JAZZ
<b>Serial Number:</b>	76643074	HEADS UP
<b>Serial Number:</b>	74278614	J.A.T.P.
<b>Serial Number:</b>	74100255	JAZZ
<b>Serial Number:</b>	76620355	JAZZ MOODS
<b>Serial Number:</b>	77715872	JAZZLAND
<b>Serial Number:</b>	75021368	KICKING MULE
<b>Serial Number:</b>	76465211	M MILESTONE
<b>Serial Number:</b>	73381009	MILESTONE
<b>Serial Number:</b>	76563215	MILESTONE
<b>Serial Number:</b>	76464251	NEON TONIC
<b>Serial Number:</b>	76464250	NEON TONIC
<b>Serial Number:</b>	74094763	ORIGINAL BLUES CLASSICS
<b>Serial Number:</b>	74235154	ORIGINAL JAZZ CLASSICS
<b>Registration Number:</b>	2246045	P
<b>Registration Number:</b>	1033716	PABLO
<b>Registration Number:</b>	1021946	PABLO
<b>Registration Number:</b>	3089327	PABLO
<b>Registration Number:</b>	3089328	PABLO
<b>Registration Number:</b>	1312147	PICANTE
<b>Registration Number:</b>	0798407	PRESTIGE
<b>Registration Number:</b>	1201855	PRESTIGE

Property Type	Number	Word Mark
Registration Number:	3089325	PRESTIGE
Registration Number:	3089326	PRESTIGE
Registration Number:	1933149	RESPECT
Registration Number:	1430081	RIVERSIDE
Registration Number:	3930519	SIX PACK
Registration Number:	1813531	SPECIALTY
Registration Number:	0868198	STAX
Registration Number:	1662239	STAX
Registration Number:	2908873	STAX
Registration Number:	0971347	STAX RECORDS
Registration Number:	1022529	TAKOMA
Registration Number:	3089324	TAKOMA
Registration Number:	1583495	TELARC
Registration Number:	1584463	TELARC DIGITAL
Registration Number:	1954782	THAT'S WHAT SHE SAID
Registration Number:	2000125	TRU SOUND
Registration Number:	2035090	TRUTH
Registration Number:	0868197	VOLT
Registration Number:	1881940	VOLT
Registration Number:	3047646	WATTSTAX
Registration Number:	1933150	WE PRODUCE
Registration Number:	0996463	
Registration Number:	1748291	
Registration Number:	1916304	
Registration Number:	2671523	

**CORRESPONDENCE DATA**

**Fax Number:** 2027995000

*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.*

**Phone:** 2027994000

**Email:** dctrademarks@us.dlapiper.com

**Correspondent Name:** Ann K. Ford

**Address Line 1:** 500 8th St. NW

**Address Line 2:** DLA Piper LLP (US)

**Address Line 4:** Washington, D.C. 20004

**NAME OF SUBMITTER:** Baris Tezgel

**SIGNATURE:** /Baris Tezgel/

**DATE SIGNED:** 02/06/2023

**Total Attachments: 11**

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**NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of December 22, 2022, by JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”), in favor of CONCORD MUSIC GROUP LLC, a limited liability company of Delaware (“CMGL”), SPECIALTY RECORDS, INC., a corporation of California (“Specialty”), STARCON, LLC, a limited liability company of Delaware (“Starcon”), NEW ROUNDER LLC, a limited liability company of Delaware (“New Rounder”), and CONCORD MUSIC GROUP, INC, a corporation of Delaware (“CMGI” and, together with CMGL, Specialty, Starcon, and New Rounder, the “Grantors” and each a “Grantor”).

**WITNESSETH:**

WHEREAS, pursuant to (i) that certain Credit, Security, Pledge and Guaranty Agreement, dated as of February 7, 2008 (as amended and restated by Amendment No. 1 dated as of May 15, 2008, Amendment No. 2 dated as of June 28, 2012, and as the same may have been further amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Administrative Agent, each of the financial institutions from time to time a party thereto (the “Lenders”), CMGL as Concord borrower, and each of the other guarantors party thereto and (ii) that certain Second Amended and Restated Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of June 28, 2012 (the “Trademark Security Agreement”), between and among the Grantors, the Administrative Agent, and the other party thereto, the Grantors granted to the Administrative Agent (for the benefit of the Administrative Agent, Lenders, and Issuing Bank), a continuing first priority security interest (the “Security Interest”) in and to all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement, but excluding any Excluded Assets), then owned, then existing or thereafter arising, adopted or acquired and whether or not in possession of such Grantor, including, without limitation, the Trademarks listed on Schedule 1 attached hereto and the Trademark licenses listed on Schedule 2 attached hereto, if any, to secure the due and punctual payment of the Obligations, or the obligations under and in connection with the guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 29, 2012 at Reel 4811, Frame 0718; and

WHEREAS, the Grantors have requested and the Administrative Agent has agreed to release its Security Interest in the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule 1 attached hereto and the Trademark licenses listed on Schedule 2 attached hereto, if any.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent does hereby, on behalf of itself and the Lenders, agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement or the Credit Agreement, as applicable.

2. Release. The Administrative Agent, without recourse, representation or warranty of any kind, hereby releases, terminates, discharges, and cancels its Security Interest in and to the Trademark Collateral arising under the Trademark Security Agreement and the Credit Agreement, including, without limitation, the Trademarks listed on Schedule 1 attached hereto and the Trademark licenses listed on Schedule 2 attached hereto, if any, and any right, title or interest of the Administrative Agent in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 attached hereto and the Trademark licenses listed on Schedule 2 attached hereto, if any, arising under the Trademark Security Agreement or the Credit Agreement, as applicable, shall hereby cease and become void. The Administrative Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

3. Recordation. The Administrative Agent, at the Grantors' sole cost and expense, hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its authorized officer as of the date first above written.

**JPMORGAN CHASE BANK, N.A.**, as  
Administrative Agent

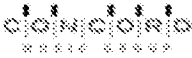


By: 

Name: Peter Christensen

Title: Executive Director


Schedule 1

U.S. TRADEMARKS






Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
BLUESVILLE	73751394	September 12, 1988	1537289	May 2, 1989
BREATHE	78608917	April 14, 2005	3276790	August 7, 2007
CONCORD	76310223	September 10, 2001	2639102	October 22, 2002
CONCORD MUSIC GROUP and Design 	77346258	December 6, 2007	3740510	January 19, 2010
CONTEMPORARY	73609639	July 15, 1986	1466205	November 24, 1987
CROSSOVER	73613361	August 6, 1986	1430992	March 3, 1987
ENTERPRISE	74577280	September 23, 1994	1916305	September 5, 1995
F FEINERY and Design 	76631086	February 11, 2005	3052905	January 31, 2006
FANTASY	72431479	August 2, 1972	0998245	November 12, 1974
FANTASY and Design 	74577680	September 23, 1994	1919476	September 19, 1995

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Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
FEINERY	76631087	February 11, 2005	3052906	January 31, 2006
GOOD TIME JAZZ	74375415	April 5, 1993	1819747	February 8, 1994
HEADS UP	76643074	July 18, 2005	3115850	July 18, 2006
J.A.T.P.	74278614	May 26, 1992	1746951	January 19, 1993
JAZZ (Stylized) 	74100255	September 26, 1990	1694087	June 16, 1992
JAZZ MOODS	76620355	November 12, 2004	3026179	December 13, 2005
JAZZLAND	77715872	April 16, 2009	3708348	November 10, 2009
KICKING MULE	75021368	November 17, 1995	2003261	September 24, 1996
M MILESTONE and Design 	76465211	November 7, 2002	2758673	September 2, 2003
MILESTONE and Design 	73381009	August 20, 1982	1254431	October 18, 1983
MILESTONE	76563215	November 20, 2003	2996468	September 20, 2005
NEON TONIC	76464251	November 4, 2002	2766625	September 23, 2003






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Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
NEON TONIC and Design  NEON TONIC	76464250	November 4, 2002	2761483	September 9, 2003
ORIGINAL BLUES CLASSICS and Design 	74094763	September 4, 1990	1717594	September 22, 1992
ORIGINAL JAZZ CLASSICS and Design 	74235154	January 6, 1992	1745613	January 12, 1993
P and Design 	75458574	March 27, 1998	2246045	May 18, 1999
PABLO and Design 	73046211	March 10, 1975	1033716	February 17, 1976
PABLO	73037430	November 18, 1974	1021946	October 7, 1975





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Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
PABLO and Design 	76639948	June 2, 2005	3089327	May 9, 2006
PABLO	76639949	June 2, 2005	3089328	May 9, 2006
PICANTE	73457694	December 19, 1983	1312147	January 1, 1985
PRESTIGE and Design 	72209109	December 30, 1964	0798407	November 2, 1965
PRESTIGE	73295519	February 3, 1981	1201855	July 20, 1982
PRESTIGE and Design 	76639946	June 2, 2005	3089325	May 9, 2006
PRESTIGE	76639947	June 2, 2005	3089326	May 9, 2006
RESPECT	74601862	November 22, 1994	1933149	November 7, 1995
RIVERSIDE	73609638	July 15, 1986	1430081	February 24, 1987
SIX PACK	77924176	January 29, 2010	3930519	March 15, 2011
SPECIALTY and Design	74367764	March 15, 1993	1813531	December 28, 1993

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Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
				
STAX	72309085	October 7, 1968	0868198	April 15, 1969
STAX and Design 	74044301	March 30, 1990	1662239	October 29, 1991
STAX	75421569	January 22, 1998	2908873	December 7, 2004
STAX RECORDS and Design 	72419377	March 24, 1972	0971347	October 23, 1973
TAKOMA	73018658	April 12, 1974	1022529	October 14, 1975
TAKOMA	76639945	June 2, 2005	3089324	May 9, 2006
TELARC	73813219	July 18, 1989	1583495	February 20, 1990
TELARC DIGITAL and Design 	73813287	July 18, 1989	1584463	February 27, 1990
THAT'S WHAT SHE SAID and Design 	74636870	February 15, 1995	1954782	February 6, 1996

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Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
TRU SOUND	75021367	November 17, 1995	2000125	September 10, 1996
TRUTH	74723731	September 1, 1995	2035090	February 4, 1997
VOLT	72309084	October 7, 1968	0868197	April 15, 1969
VOLT and Design 	74457505	November 12, 1993	1881940	March 7, 1995
WATTSTAX	76593659	May 20, 2004	3047646	January 24, 2006
WE PRODUCE	74601909	November 22, 1994	1933150	November 7, 1995
Design Only 	72431658	August 3, 1972	0996463	October 22, 1974
Design Only 	74279380	May 29, 1992	1748291	January 26, 1993
Design Only 	74577277	September 23, 1994	1916304	September 5, 1995

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Mark/Name	App. No.	App. Date	Reg. No.	Reg. Date
Design Only 	76310224	September 10, 2001	2671523	January 7, 2003

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Schedule 2

TRADEMARK LICENSES

- 1) Trademark Licensing Agreement dated May 1, 2006 among Peak Records, Inc., as licensor, and Concord Music Group, Inc. and Peacon LLC, as licensees, with respect to the intellectual property rights in and to the name, logos, trademarks and service marks of and pertaining to "Peak Records."
- 2) License dated September 19, 2001 to XM Satellite Radio Inc. (DC) with respect to the BLUESVILLE Trademark granting a non-exclusive license for providing audio programs featuring blues music via satellite.
- 3) License dated October 20, 1999 to Stax Museum of American Soul Music (TN) previously named Ewarton Museum, Inc. with respect to the STAX, SOULSVILLE, and SOULSVILLE U.S.A. etc. trademarks granting a non-exclusive license for STAX-related marks for educational and promotional programs and exhibits; marketing consumer products (excluding sound recordings); music museum, music school, and retail outlet services.

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