

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HAL LEONARD LLC		03/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4754556	GROOVE 3	
<b>Registration Number:</b>	4754603	GROOVE3	
<b>Registration Number:</b>	5134641	EXPLAINED	
<b>Registration Number:</b>	5353222	MUSIC MINUS ONE	
<b>Registration Number:</b>	5760189	HAL LEONARD	
<b>Registration Number:</b>	5855077	ARRANGEME	
<b>Registration Number:</b>	2329530	FINGERPOWER	
<b>Registration Number:</b>	2409470	FINGERPOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	036084-39910		

CH \$215.00 4754556

<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	04/03/2023
<b>Total Attachments: 4</b> source=Hal Leonard - Confirmatory Grant of SI in Trademarks (2023) [Executed] 4875-8382-6266 1#page1.tif source=Hal Leonard - Confirmatory Grant of SI in Trademarks (2023) [Executed] 4875-8382-6266 1#page2.tif source=Hal Leonard - Confirmatory Grant of SI in Trademarks (2023) [Executed] 4875-8382-6266 1#page3.tif source=Hal Leonard - Confirmatory Grant of SI in Trademarks (2023) [Executed] 4875-8382-6266 1#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of March 31, 2023 by and from HAL LEONARD LLC, a Delaware limited liability company (successor to Hal Leonard Corporation, a Wisconsin corporation) (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of August 1, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of August 1, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon the Termination Date, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure

the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

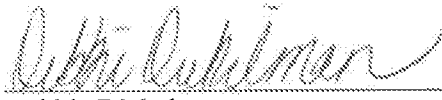
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

HAL LEONARD LLC  
(successor Hal Leonard Corporation)

By:   
Name: Debbie Diekelman  
Title: Chief Financial Officer and Chief Operating Officer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<b>Owner</b>	<b>Registration Date</b>	<b>Registration #</b>	<b>Title</b>	<b>Jurisdiction</b>
Hal Leonard LLC	16-JUN-2015	4754556	GROOVE3 Design	USA
Hal Leonard LLC	16-JUN-2015	4754603	GROOVE3	USA
Hal Leonard LLC	31-JAN-2017	5134641	EXPLAINED	USA
Hal Leonard LLC	12-DEC-2017	5353222	MUSIC MINUS ONE	USA
Hal Leonard LLC	28-MAY-2019	5760189	HAL LEONARD	USA
Hal Leonard LLC	10-SEP-2019	5855077	ARRANGEME	USA
Hal Leonard LLC	14-MAR-2000	2329530	FINGERPOWER	USA
Hal Leonard LLC	28-NOV-2000	2409470	FINGERPOWER	USA