

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Concord Ops Holdings LLC		09/13/2023	Limited Liability Company:
CONCORD RM HOLDCO LLC		09/13/2023	Limited Liability Company:
CONCORD RECORDED MUSIC 1 LLC		09/13/2023	Limited Liability Company:
PULSE RECORDS, LLC		09/13/2023	Limited Liability Company:
KIDZ BOP ENTERPRISES LLC		09/13/2023	Limited Liability Company:
KIDZ BOP LIVE LLC		09/13/2023	Limited Liability Company:
CONCORD PUBLISHING, LLC		09/13/2023	Limited Liability Company:
BOOSEY & HAWKES HOLDINGS LLC		09/13/2023	Limited Liability Company:
B&H MUSIC PUBLISHING INC.		09/13/2023	Corporation:
PULSE 2.0, LLC		09/13/2023	Limited Liability Company:
CONCORD COMPOSITIONS 1 LLC		09/13/2023	Limited Liability Company:
CONCORD SPECIAL PURPOSE ACQUISITION COMPANY, LLC		09/13/2023	Limited Liability Company:
CONCORD SPECIAL PURPOSE ACQUISITION COMP ANY 2.0, LLC		09/13/2023	Limited Liability Company:
RODGERS & HAMMERSTEIN HOLDINGS LLC		09/13/2023	Limited Liability Company:
CONCORD THEATRICALS CORP.		09/13/2023	Corporation:
SAMUEL FRENCH, INC.		09/13/2023	Corporation:
R & H PARTNER I LLC		09/13/2023	Limited Liability Company:
R & H PARTNER II LLC		09/13/2023	Limited Liability Company:
TAMS-WITMARK LLC		09/13/2023	Limited Liability Company:
CONCORD THEATRICALS LIMITED		09/13/2023	Limited Corporation:
SAMUEL FRENCH LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES HOLDINGS LIMITED		09/13/2023	Limited Corporation:

CH \$765.00 6249291

Name	Formerly	Execution Date	Entity Type
CLASSIC COPYRIGHT (HOLDINGS) LIMITED		09/13/2023	Limited Corporation:
CLASSIC COPYRIGHT LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES GROUP SERVICES LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED		09/13/2023	Limited Corporation:
ANGLO-SOVIET MUSIC PRESS LIMITED		09/13/2023	Limited Corporation:
ANTON J. BENJAMIN LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES MULTIMEDIA LIMITED		09/13/2023	Limited Corporation:
3RD AUDIO LIMITED		09/13/2023	Limited Corporation:
BIG PICTURE MUSIC LTD.		09/13/2023	Limited Corporation:
BOOSEY & CO., LIMITED		09/13/2023	Limited Corporation:
BOOSEYTONES LIMITED		09/13/2023	Limited Corporation:
BRITISH STANDARD MUSIC COMPANY LIMITED		09/13/2023	Limited Corporation:
HAWKES & SON (LONDON) LIMITED		09/13/2023	Limited Corporation:
HENDON MUSIC LIMITED		09/13/2023	Limited Corporation:
SCHAUER & MAY LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES KJM LIMITED		09/13/2023	Limited Corporation:
BOOSEY & HAWKES Z LIMITED		09/13/2023	Limited Corporation:
CONCORD CREATIVE SERVICES LTD		09/13/2023	Limited Corporation:
LAFLEUR MUSIC LTD		09/13/2023	Limited Corporation:
LIME GREEN MUSIC LTD		09/13/2023	Limited Corporation:
MELON YELLOW MUSIC LIMITED		09/13/2023	Limited Corporation:
UNITED NATIONS MUSIC PUBLISHING LIMITED		09/13/2023	Limited Corporation:
WINTHROP ROGERS, LIMITED		09/13/2023	Limited Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Bank, National Association
<b>Street Address:</b>	1901 Avenue of the Stars, Suite 1450

**TRADEMARK**  
**REEL: 008198 FRAME: 0793**

<b>Internal Address:</b>	Attention: Jeffrey Bazoian
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 30**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	6249291	LULLAPOP LULLABIES
<b>Registration Number:</b>	2953747	KIDZ BOP
<b>Registration Number:</b>	3059071	KIDZ BOP KIDS
<b>Registration Number:</b>	2988362	SUNG BY KIDS FOR KIDS
<b>Registration Number:</b>	3298693	KIDZ BOP
<b>Registration Number:</b>	4317364	KIDZ BOP KIDS
<b>Registration Number:</b>	4560519	KIDZ BOP
<b>Registration Number:</b>	4560518	KIDZ BOP
<b>Registration Number:</b>	3659970	SUNG BY KIDS FOR KIDS
<b>Registration Number:</b>	2677561	RAZOR & TIE
<b>Registration Number:</b>	2538339	KIDZ BOP
<b>Registration Number:</b>	2105111	RAZOR & TIE
<b>Registration Number:</b>	1736241	RODGERS AND HAMMERSTEIN RH
<b>Registration Number:</b>	1884962	HAPPY TALK
<b>Registration Number:</b>	1891058	RODGERS AND HAMMERSTEIN RH
<b>Registration Number:</b>	3122378	G2K GETTING TO KNOW...
<b>Registration Number:</b>	3122377	G2K GETTING TO KNOW...
<b>Registration Number:</b>	1347361	RODGERS & HAMMERSTEIN
<b>Registration Number:</b>	1331321	RODGERS & HAMMERSTEIN
<b>Registration Number:</b>	1316063	RODGERS & HAMMERSTEIN
<b>Registration Number:</b>	1414921	SOUTH PACIFIC
<b>Registration Number:</b>	1371381	THE KING AND I
<b>Registration Number:</b>	2174183	BOOSEY & HAWKES
<b>Registration Number:</b>	1612889	CAROUSEL
<b>Registration Number:</b>	3390621	G2K
<b>Registration Number:</b>	1744458	RODGERS AND HAMMERSTEIN RH
<b>Registration Number:</b>	2505080	THE KING AND I
<b>Registration Number:</b>	1732991	THE SOUND OF MUSIC
<b>Registration Number:</b>	1738432	THE SOUND OF MUSIC
<b>Registration Number:</b>	1715564	WILLIAMSON MUSIC A RODGERS AND HAMMERSTE

**CORRESPONDENCE DATA****Fax Number:**

*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:** 4159848700**Email:** mpalmer@omm.com**Correspondent Name:** Madeleine Palmer / Andrew Montalbano**Address Line 1:** Two Embarcadero Center, 28th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 0265032-00010**NAME OF SUBMITTER:** Madeleine Palmer**SIGNATURE:** /Madeleine Palmer/**DATE SIGNED:** 09/14/2023**Total Attachments: 38**

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**TRADEMARK****REEL: 008198 FRAME: 0795**

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TRADEMARK SECURITY AGREEMENT

as of September 13, 2023

WHEREAS, pursuant to the terms of that certain Credit, Security, Pledge and Guaranty Agreement, dated as of September 13, 2023, as it may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement) by and among Concord Ops Holdings LLC, a Delaware limited liability company, as borrower (the "Borrower"), each of the Guarantors party thereto from time to time, each of the financial institutions party thereto from time to time (the "Lenders"), and Fifth Third Bank, National Association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank, the Lenders have agreed to make Loans to the Borrower;

WHEREAS, the Borrower and Guarantors (each, a "Grantor", collectively, the "Grantors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, to the extent of the applicable Grantor's rights, title and interest therein but in all cases excluding Excluded Assets, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors organized under the laws of the United States have granted a first priority security interest to the Administrative Agent, for the benefit of the Secured Parties, in and to all personal property of such Grantors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Grantors in, to and under all of such Grantors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether or not in possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, in each case subject only to Permitted Encumbrances; and

WHEREAS, pursuant to the terms of that certain Debenture, dated September 13, 2023, (as it may be amended, supplemented or otherwise modified, renewed, restated or replaced

from time to time, the Debenture”) by and between the UK Guarantors from time to time party thereto, as Chargors and the Administrative Agent, the Grantors organized in England and Wales have granted fixed and floating charges to the Administrative Agent, for the benefit of the Secured Parties, over all of their respective assets and undertaking, including, without limitation, all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each such Grantor in, or relating to trademarks (which may now or in the future subsist), whether registered or unregistered (including, without limitation, those Trademark licenses listed on Schedule 2 hereto) and the benefit of all applications and rights to use such assets (which may now or in the future subsist) and all proceeds of sale thereof or income therefrom, together with the goodwill of such Grantor's business, but in all cases excluding Excluded Assets, as continuing security for the payment and discharge of the Obligations.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

(i) each Grantor does hereby grant a first priority security interest to the Administrative Agent, for the benefit of the Secured Parties, in and to all such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances.

(ii) For purposes hereof, the term “Trademark Collateral” shall include all of the items and/or types of property listed in (i) through (iii) below:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement or the Debenture, as applicable. Each of the Grantors and the Administrative Agent further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement or the Debenture, as applicable, and are subject

to the limitations set forth in the Credit Agreement or the Debenture, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Revolving Credit Commitments to make Loans under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (for the benefit of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors, as may be necessary or proper 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 which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which any Grantor is a party, such Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT 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.**

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.



This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any 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 Credit Agreement), and any attempted assignment without such consent shall be null and void.

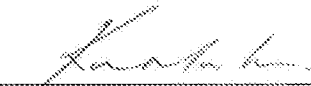
If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

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

GRANTORS:

**CONCORD OPS HOLDINGS LLC**

By:  \_\_\_\_\_

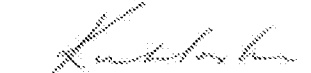
Name: Kent Hoskins

Title: Authorized Person

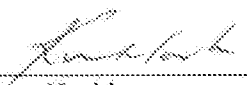
Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0801**

CONCORD RM HOLDCO LLC  
CONCORD RECORDED MUSIC I LLC  
PULSE RECORDS, LLC  
KIDZ BOP ENTERPRISES LLC  
KIDZ BOP LIVE LLC  
CONCORD PUBLISHING, LLC  
BOOSEY & HAWKES HOLDINGS LLC  
B&H MUSIC PUBLISHING INC.  
PULSE 2.0, LLC  
CONCORD COMPOSITIONS I LLC  
CONCORD SPECIAL PURPOSE  
ACQUISITION COMPANY, LLC  
CONCORD SPECIAL PURPOSE  
ACQUISITION COMPANY 2.0, LLC  
RODGERS & HAMMERSTEIN HOLDINGS  
LLC  
CONCORD THEATRICALS CORP.  
SAMUEL FRENCH, INC.  
R & H PARTNER I LLC  
R & H PARTNER II LLC  
TAMS-WITMARK LLC

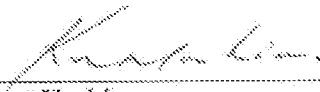
By:   
Name: Kent Hoskins  
Title: Authorized Person

**CONCORD THEATRICALS LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

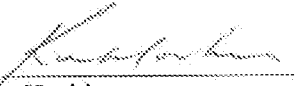
Signature Page to Trademark Security Agreement

**SAMUEL FRENCH LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

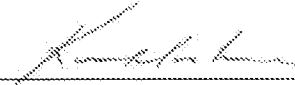
Signature Page to Trademark Security Agreement

**BOOSEY & HAWKES HOLDINGS LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

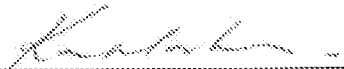
Signature Page to Trademark Security Agreement

**CLASSIC COPYRIGHT (HOLDINGS)  
LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**CLASSIC COPYRIGHT LIMITED**

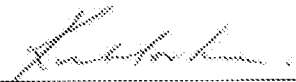
By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0807**

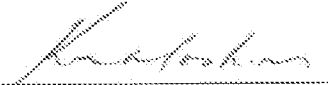


**BOOSEY & HAWKES LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

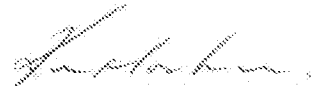
Signature Page to Trademark Security Agreement

**BOOSEY & HAWKES GROUP SERVICES  
LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

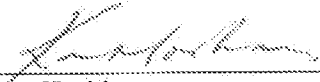
**BOOSEY & HAWKES MUSIC PUBLISHERS  
LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0810**

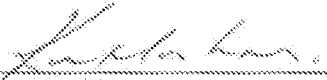
**ANGLO-SOVIET MUSIC PRESS LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0811**

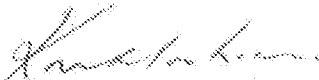
ANTON J. BENJAMIN LIMITED

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

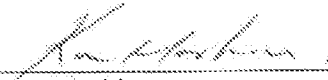
TRADEMARK  
REEL: 008198 FRAME: 0812

**BOOSEY & HAWKES MULTIMEDIA  
LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

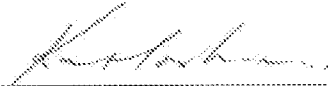
Signature Page to Trademark Security Agreement

**3RD AUDIO LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**BIG PICTURE MUSIC LTD.**

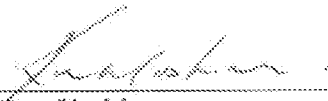
By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0815**



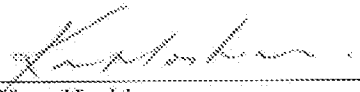
**BOOSEY & CO., LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

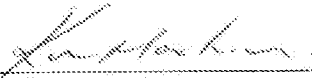
**TRADEMARK**  
**REEL: 008198 FRAME: 0816**

**BOOSEYTONES LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**BRITISH STANDARD MUSIC COMPANY  
LIMITED**

By: 

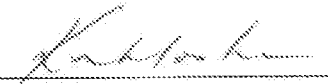
Name: Kent Hoskins

Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0818**

**HAWKES & SON (LONDON) LIMITED**

By: 

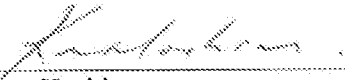
Name: Kent Hoskins

Title: Director

Signature Page to Trademark Security Agreement

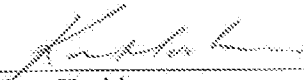
**TRADEMARK**  
**REEL: 008198 FRAME: 0819**

**HENDON MUSIC LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

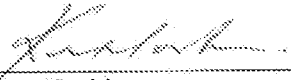
Signature Page to Trademark Security Agreement

**SCHAUER & MAY LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

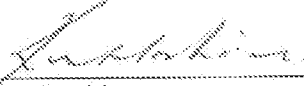
**BOOSEY & HAWKES KJM LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0822**


**BOOSEY & HAWKES Z LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

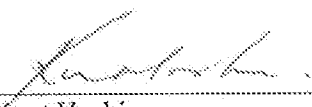
Signature Page to Trademark Security Agreement



CONCORD CREATIVE SERVICES LTD

By:   
Name: Kent Hoskins  
Title: Director

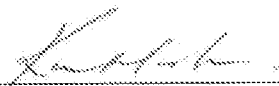
LAFLEUR MUSIC LTD

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

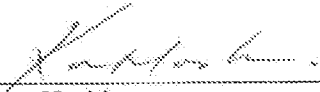
**TRADEMARK**  
**REEL: 008198 FRAME: 0825**

**LIME GREEN MUSIC LTD**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

MELON YELLOW MUSIC LIMITED

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

**UNITED NATIONS MUSIC PUBLISHING  
LIMITED**

By: 

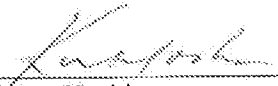
Name: Kent Hoskins

Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008198 FRAME: 0828**

**WINTHROP ROGERS, LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

Signature Page to Trademark Security Agreement

ACCEPTED:

Fifth Third Bank, National Association,  
as Administrative Agent




By:  \_\_\_\_\_

Name: Andrew Hensley

Title: Managing Director

Schedule 1

Trademarks

Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
Kidz Bop Enterprises LLC	US Federal	LULLAPOP LULLABIES	6249291 January 19, 2021
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP	2953747 May 17, 2005
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP KIDS	3059071 February 14, 2006
Kidz Bop Enterprises LLC	US Federal	SUNG BY KIDS FOR KIDS	2988362 August 23, 2005
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP	3298693 September 25, 2007
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP KIDS	4317364 April 9, 2013
Kidz Bop Enterprises LLC	US Federal		4560519 July 1, 2014
Kidz Bop Enterprises LLC	US Federal		4560518 July 1, 2014
Kidz Bop Enterprises LLC	US Federal	SUNG BY KIDS FOR KIDS	3659970 July 28, 2009
Kidz Bop Enterprises LLC	US Federal		2677561 January 21, 2003



Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP	2538339 February 12, 2002
Kidz Bop Enterprises LLC	US Federal	RAZOR & TIE	2105111 October 14, 1997
Rodgers & Hammerstein Holdings LLC	US Federal	<b>RODGERS AND HAMMERSTEIN</b> 	1736241 December 1, 1992
Rodgers & Hammerstein Holdings LLC	US Federal	HAPPY TALK	1884962 March 21, 1995
Rodgers & Hammerstein Holdings LLC	US Federal	<b>RODGERS AND HAMMERSTEIN</b> 	1891058 April 25, 1995
Rodgers & Hammerstein Holdings LLC	US Federal	<b>G2K</b> <b>Getting to Know...</b>	3122378 August 1, 2006
Rodgers & Hammerstein Holdings LLC	US Federal	<b>G2K</b> <b>Getting to Know...</b>	3122377 August 1, 2006
Rodgers & Hammerstein Holdings LLC	US Federal	RODGERS & HAMMERSTEIN	1347361 July 9, 1985
Rodgers & Hammerstein Holdings LLC	US Federal	RODGERS & HAMMERSTEIN	1331321 April 16, 1985
Rodgers & Hammerstein Holdings LLC	US Federal	RODGERS & HAMMERSTEIN	1316063 January 22, 1985
Rodgers & Hammerstein Holdings LLC	US Federal	SOUTH PACIFIC	1414921 October 28, 1986
Rodgers & Hammerstein Holdings LLC	US Federal	THE KING AND I	1371381 November 19, 1985

Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	US Federal		2174183 July 21, 1998
Rodgers & Hammerstein Holdings LLC	US Federal	CAROUSEL	1612889 September 11, 1990
Rodgers & Hammerstein Holdings LLC	US Federal		3390621 March 4, 2018
Rodgers & Hammerstein Holdings LLC	US Federal		1744458 January 5, 1993
Rodgers & Hammerstein Holdings LLC	US Federal	THE KING AND I	2505080 November 6, 2001
Rodgers & Hammerstein Holdings LLC	US Federal	THE SOUND OF MUSIC	1732991 November 17, 1992
Rodgers & Hammerstein Holdings LLC	US Federal	THE SOUND OF MUSIC	1738432 December 8, 1992
Rodgers & Hammerstein Holdings LLC	US Federal		1715564 September 15, 1992

## Schedule 2

### Trademark Licenses

1. License from CYPR, LLC to Pulse Records, LLC pursuant to the Amended and Restated Limited Liability Company Agreement of Pulse Records, LLC, dated November 10, 2022 (the “**Pulse Records License**”).
2. License from CYPMP, LLC to Pulse 2.0, LLC pursuant to (a) the Second Amended and Restated Limited Liability Company Agreement of Pulse 2.0, LLC, dated January 4, 2023 and (b) that certain Contribution Agreement for Pulse 2.0, LLC, dated as of January 6, 2020, by and between CYPMP, LLC, as contributor and Pulse 2.0, LLC as company, as amended by that certain Contribution Agreement, dated January 4, 2023 (collectively, the “**Pulse 2.0 License**”, and together with the Pulse Records License, the “**Pulse Licenses**”).