

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAL LEONARD LLC		12/01/2023	Limited Liability Company: DELAWARE
NOTEFLIGHT, LLC		12/01/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	5855077	ARRANGEME	
Registration Number:	2078114	CARTA	
Registration Number:	2125712	ESSENTIAL ELEMENTS	
Registration Number:	2891426	ESSENTIAL TECHNIQUE	
Registration Number:	5134641	EXPLAINED	
Registration Number:	1082469	EXPRESSIVE ARTS	
Registration Number:	1050640	E-Z PLAY	
Registration Number:	1236314	EZ PLAY TODAY	
Registration Number:	2279695	FAST TRACK	
Registration Number:	2329530	FINGERPOWER	
Registration Number:	2409470	FINGERPOWER	
Registration Number:	4754603	GROOVE3	
Registration Number:	4754556	GROOVE 3	
Registration Number:	4879887	GUITARINSTRUCTOR.COM	
Registration Number:	1967973	HAL LEONARD	
Registration Number:	5760189	HAL LEONARD	
Registration Number:	3510701	JAZZ PLAY-ALONG	

CH \$865.00 5855077

Property Type	Number	Word Mark
Registration Number:	3008569	JOY OF SINGING
Registration Number:	1522200	MUSIC DISPATCH
Registration Number:	2559958	MUSIC EXPRESS
Registration Number:	5353222	MUSIC MINUS ONE
Registration Number:	4624883	NOTEFLIGHT
Registration Number:	2891425	PLAY TODAY!
Registration Number:	2474423	PRAISESONG
Registration Number:	2934243	PRO VOCAL
Registration Number:	1957457	RECORDED VERSIONS
Registration Number:	1577734	RUBANK
Registration Number:	4808079	SCOREPLAY
Registration Number:	3711053	SHEET MUSIC DIRECT
Registration Number:	3806205	SHEET MUSIC PLUS
Registration Number:	3806207	SHEET MUSIC PLUS.COM
Registration Number:	1928073	SIGNATURE LICKS
Registration Number:	1450735	THE GRAND STAND
Registration Number:	4993826	VOICES IN CONCERT

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	106598.0001
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	12/01/2023

Total Attachments: 8

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This agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Subordination Agreement") dated as of December 1, 2023, among Hal Leonard LLC, a Delaware limited liability company, as Borrower (the "Company"), Muse Group US, Inc., a Delaware corporation, as Holdings, the other Loan Parties (as defined in the Credit Agreement referenced below) party hereto, Wilmington Trust, National Association, in its capacity as administrative agent for the Subordinated Secured Parties ("Subordinated Agent") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Senior Secured Parties defined therein ("Agent"), to the indebtedness (including interest) owed by the Loan Parties pursuant to that certain Credit Agreement dated as of December 1, 2023, among the Company, Holdings, the other Loan Parties, Agent and the Lenders from time to time party thereto, and the other Senior Debt Documents (as defined in the Subordination Agreement), as such Credit Agreement and such Senior Debt Documents have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under such agreements as contemplated by the Subordination Agreement; and each party to this agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2023 ("Trademark Security Agreement"), made by HAL LEONARD LLC, a Delaware limited liability company, and NOTEFLIGHT, LLC, a Massachusetts limited liability company (collectively, the "Grantors"), is in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of December 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has created in favor of the Administrative Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all rights, title and interests in and to, pursuant to the laws of the United States or any other country, all material trademarks, service marks, trade names, corporate names, business names, trade styles, logos, slogans, and other source or business identifiers, and all registrations and recordings thereof, and any applications in connection therewith, including all extensions or

renewals thereof, and all rights in domain names and social media handles (“Trademarks”) of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property constitutes an Excluded Asset, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The term of this Trademark Security Agreement shall be coterminous with the Security Agreement.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

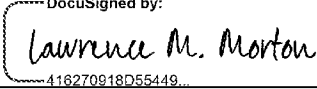
In entering this Trademark Security Agreement, the Administrative Agent shall be entitled to all of its rights, protections, immunities and indemnities as afforded to the Administrative Agent under the Credit Agreement and any other Loan Document as if the same were fully set forth herein.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

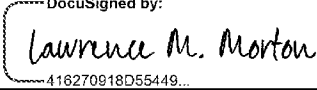
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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

HAL LEONARD LLC

By: 
Name: Lawrence M. Morton
Title: President

NOTEFLIGHT, LLC

By: 
Name: Lawrence M. Morton
Title: Manager

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

HAL LEONARD LLC
a Delaware limited liability company

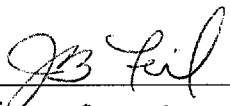
By: _____
Name: _____
Title: _____

NOTEFLIGHT, LLC
a Massachusetts limited liability company

By: _____
Name: _____
Title: _____

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity, but solely as
Administrative Agent

By: 
Name: Joseph B. Feil
Title: Vice President

TRADEMARKSTrademark Registrations and Applications

Registered Owner	Jurisdiction	Trademark	Registration No.	Registration Date
HAL LEONARD LLC	US Federal	ARRANGEME	5855077	09-10-2019
HAL LEONARD LLC	US Federal	CARTA	2078114	07-08-1997
HAL LEONARD LLC	US Federal	ESSENTIAL ELEMENTS	2125712	12/30/1997
HAL LEONARD LLC	US Federal	ESSENTIAL TECHNIQUE	2891426	10-05-2004
HAL LEONARD LLC	US Federal	EXPLAINED	5134641	1/31/2017
HAL LEONARD LLC	US Federal	EXPRESSIVE ARTS	1082469	1/17/1978
HAL LEONARD LLC	US Federal	E-Z PLAY	1050640	10/19/1976
HAL LEONARD LLC	US Federal	EZ PLAY TODAY & Design	1236314	05-03-1983
HAL LEONARD LLC	US Federal	FAST TRACK	2279695	9/21/1999
HAL LEONARD LLC	US Federal	FINGERPOWER	2329530	3/14/2000
HAL LEONARD LLC	US Federal	FINGERPOWER	2409470	11/28/2000
HAL LEONARD LLC	US Federal	GROOVE3	4754603	6/16/2015
HAL LEONARD LLC	US Federal	GROOVE3 and Design	4754556	6/16/2015
HAL LEONARD LLC	US Federal	GUITARINSTRUCTOR.COM	4879887	01-05-2016
HAL LEONARD LLC	US Federal	HAL LEONARD Logo	1967973	4/16/1996
HAL LEONARD LLC	US Federal	HAL LEONARD	5760189	5/28/2019
HAL LEONARD LLC	US Federal	JAZZ PLAY-ALONG	3510701	10-07-2008
HAL LEONARD LLC	US Federal	JOY OF SINGING	3008569	10/25/2005
HAL LEONARD LLC	US Federal	MUSIC DISPATCH & Design	1522200	1/24/1989

Registered Owner	Jurisdiction	Trademark	Registration No.	Registration Date
HAL LEONARD LLC	US Federal	MUSIC EXPRESS	2559958	04-09-2002
HAL LEONARD LLC	US Federal	MUSIC MINUS ONE	5353222	12-12-2017
Noteflight, LLC	US Federal	NOTEFLIGHT	4624883	10/21/2014
HAL LEONARD LLC	US Federal	PLAY TODAY!	2891425	10-05-2004
HAL LEONARD LLC	US Federal	PRAISESONG	2474423	7/31/2001
HAL LEONARD LLC	US Federal	PRO VOCAL	2934243	3/15/2005
HAL LEONARD LLC	US Federal	RECORDED VERSIONS	1957457	2/20/1996
HAL LEONARD LLC	US Federal	RUBANK & Design	1577734	1/16/1990
HAL LEONARD LLC	US Federal	SCOREPLAY	4808079	09-08-2015
HAL LEONARD LLC	US Federal	SHEET MUSIC DIRECT	3711053	11-17-2009
HAL LEONARD LLC	US Federal	SHEET MUSIC PLUS	3806205	06/22/2010
HAL LEONARD LLC	US Federal	SHEET MUSIC PLUS.COM (Stylized/Design)	3806207	06/22/2010
HAL LEONARD LLC	US Federal	SIGNATURE LICKS (stylized)	1928073	10/17/1995
HAL LEONARD PUBLISHING CORPORATION	US Federal	THE GRAND STAND	1450735	08-04-1987
HAL LEONARD LLC	US Federal	VOICES IN CONCERT	4993826	07-05-2016
HAL LEONARD LLC	Australia	ARRANGEME	1475313	09-06-2021
HAL LEONARD LLC	Australia	HL HAL LEONARD & Design	1238156/1679004	07-01-2015
Noteflight, LLC	Australia	NOTEFLIGHT	1659509	02-12-2015
HAL LEONARD LLC	Canada	E-Z PLAY	TMA235863	9/14/1979
HAL LEONARD LLC	Canada	HAL LEONARD	TMA1083127	10-02-2020

Registered Owner	Jurisdiction	Trademark	Registration No.	Registration Date
HAL LEONARD LLC	Canada	MUSIC DISPATCH & Design	TMA369201	06-08-1990
HAL LEONARD LLC	Canada	SHEETMUSICPLUS.COM	TMA846241	3/14/2013
HAL LEONARD LLC	China	ARRANGEME	1475313	02-12-2015
HAL LEONARD LLC	China	HAL LEONARD & Design	1238156	8/29/2014
Noteflight, LLC	China	NOTEFLIGHT	1223531	11/20/2014
HAL LEONARD LLC	EUIPO	ARRANGEME	1475313	03-06-2019
HAL LEONARD LLC	EUIPO	HAL LEONARD	1238156	08/29/2014
HAL LEONARD LLC	EUIPO	HAL LEONARD & Design	1238156	8/29/2014
HAL LEONARD LLC	EUIPO	MUSIC MINUS ONE	16300683	5/24/2017
Noteflight, LLC	EUIPO	NOTEFLIGHT	1223531	07/15/2014
HAL LEONARD LLC	EUIPO	SHEET MUSIC PLUS.COM & Design	9019332	9/28/2010
HAL LEONARD LLC	Hong Kong	HAL LEONARD & Design	304172274	12/29/2017
HAL LEONARD LLC	India	ARRANGEME	1475313	09-07-2021
HAL LEONARD LLC	India	HAL LEONARD & Design	1238156/2965182	8/29/2014
Noteflight, LLC	India	NOTEFLIGHT	2884019	7/15/2014
HAL LEONARD LLC	India	SHEETMUSICDIRECT & Design	4937928	10/25/2021
HAL LEONARD LLC	Japan	ARRANGEME	2019-360202	03-06-2019
HAL LEONARD LLC	Japan	HAL LEONARD & Design	1238156	8/29/2014
Noteflight, LLC	Japan	NOTEFLIGHT	1223531	07-03-2015
HAL LEONARD LLC	Korea	ARRANGEME	1475313	03-06-2019
HAL LEONARD LLC	Korea	HAL LEONARD & Design	1238156	8/29/2014
Noteflight, LLC	Korea	NOTEFLIGHT	1223531	06/22/2015
HAL LEONARD LLC	Mexico	ARRANGEME	1475313/2196718	09-07-2021

Registered Owner	Jurisdiction	Trademark	Registration No.	Registration Date
HAL LEONARD LLC	Mexico	ARRANGEME	1475313/2196719	09-07-2021
HAL LEONARD LLC	Mexico	ARRANGEME	1475313/2196720	09-07-2021
HAL LEONARD LLC	Mexico	HAL LEONARD & Design	1238156/1604068	1/15/2016
Noteflight, LLC	New Zealand	NOTEFLIGHT	1009330	3/25/2015
HAL LEONARD LLC	Singapore	ARRANGEME	1475313	09-07-2021
HAL LEONARD LLC	Singapore	HAL LEONARD & Design	1238156	10-05-2015
HAL LEONARD LLC	Taiwan	HAL LEONARD	106036037	6/16/2018
HAL LEONARD LLC	UK	ARRANGEME	UK00801475313	12-09-2019
Hal Leonard LLC	UK	EZPLAY	UK00001056739	12/23/1975
Hal Leonard LLC	UK	EZPLAY TODAY & Design	UK00001186630	6/28/1982
HAL LEONARD LLC	UK	HAL LEONARD & Design	UK00801238156	01-08-2016
Hal Leonard, LLC	UK	MUSIC MINUS ONE	UK00916300683	5/24/2017
Noteflight, LLC	UK	NOTEFLIGHT	UK00801223531	9/22/2015
Hal Leonard, LLC	UK	SHEET MUSIC PLUS.COM & Design	UK00909019332	9/28/2010
HAL LEONARD LLC	WIPO	ARRANGEME	1475313	03-06-2019
HAL LEONARD LLC	WIPO	HAL LEONARD & Design	1238156	8/29/2014
Noteflight, LLC	WIPO	NOTEFLIGHT	1223531	7/15/2014