

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI13456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadcast Music, Inc.		02/08/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Ares Capital Corporation, as administrative agent		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5927782	MUSIC MOVES OUR WORLD	
Registration Number:	5595258	EMOJI THAT TRACK	
Registration Number:	5517297	BMI THE WEEKLY	
Registration Number:	5484653	SPEED DATING FOR SONGWRITERS	
Registration Number:	5443402	BMI	
Registration Number:	4595332	BMI WRITE ON.	
Registration Number:	4467364	WRITE ON	
Registration Number:	3218865	YOU MAY BE INDEPENDENT....BUT YOU'RE NOT ALONE	
Registration Number:	2986132	RAPID CUE	
Registration Number:	2966895	TRAILBLAZERS OF GOSPEL MUSIC	
Registration Number:	3671998	THE BMI WORKSHOP SONGBOOK	
Registration Number:	3572512	HOW I WROTE THAT SONG	
Registration Number:	2784616	BMI TV SELECT	
Registration Number:	2772728	DIGITAL LICENSING CENTER	
Registration Number:	2403942	BMI 1940	
Registration Number:	2415215	BROADCAST MUSIC, INC.	
Registration Number:	2349908	BMI	
Registration Number:	1968331	BMI	

CH \$515.00.00 88056009

Property Type	Number	Word Mark
Registration Number:	1577742	MUSICWORLD
Registration Number:	1125187	BMI

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: (617)5269884

Email: ypan@proskauer.com,GKazlow@proskauer.com

Correspondent Name: Geoffrey H Kazlow

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11668.637
NAME OF SUBMITTER:	Yuming Pan
SIGNATURE:	Yuming Pan
DATE SIGNED:	02/08/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 8, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Ares Capital Corporation, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of February 8, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and

(vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

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

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

BROADCAST MUSIC, INC., as Grantor

By: 

Name: Michael O'Neill


Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008340 FRAME: 0572

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,
as Administrative Agent

By:  _____

Name: Scott Lem

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Broadcast Music, Inc.	MUSIC MOVES OUR WORLD	5927782	12/03/2019
Broadcast Music, Inc.	EMOJI THAT TRACK	5595258	10/30/2018
Broadcast Music, Inc.	BMI THE WEEKLY	5517297	07/17/2018
Broadcast Music, Inc.	SPEED DATING FOR SONGWRITERS	5484653	06/05/2018
Broadcast Music, Inc.	BMI & design	5443402	04/10/2018
Broadcast Music, Inc.	BMI WRITE ON. & design	4595332	09/02/2014
Broadcast Music, Inc.	WRITE ON	4467364	01/14/2014
Broadcast Music, Inc.	YOU MAY BE INDEPENDENT....BU T YOU'RE NOT ALONE	3218865	03/13/2007
Broadcast Music, Inc.	RAPID CUE	2986132	08/16/2005
Broadcast Music, Inc.	TRAILBLAZERS OF GOSPEL MUSIC	2966895	07/12/2005
Broadcast Music, Inc.	THE BMI WORKSHOP SONGBOOK & design	3671998	08/25/2009
Broadcast Music, Inc.	HOW I WROTE THAT SONG	3572512	02/10/2009
Broadcast Music, Inc.	BMI TV SELECT	2784616	11/18/2003
Broadcast Music, Inc.	DIGITAL LICENSING CENTER	2772728	10/07/2003
Broadcast Music, Inc.	BMI 1940 & design	2403942	11/14/2000
Broadcast Music, Inc.	BROADCAST MUSIC, INC.	2415215	12/26/2000
Broadcast Music, Inc.	BMI & design	2349908	05/16/2000
Broadcast Music, Inc.	BMI & design	1968331	04/16/1996
Broadcast Music, Inc.	MUSICWORLD	1577742	01/16/1990
Broadcast Music, Inc.	BMI	1125187	09/18/1979

UNITED STATES TRADEMARK APPLICATIONS

None.