

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI89599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BF Music LLC		12/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	U.S. Bank National Association, as Trustee		
Street Address:	60 Livingston Avenue		
Internal Address:	EP-MN-WS3D		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97919011	BRYAN FERRY	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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>			
Phone:	2125046141		
Email:	docketing@cwt.com, andrew.fessak@cwt.com		
Correspondent Name:	Andrew Fessak		
Address Line 1:	Cadwalader, Wickersham & Taft LLP		
Address Line 2:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	17717.001		
NAME OF SUBMITTER:	Andrew Fessak		
SIGNATURE:	Andrew Fessak		
DATE SIGNED:	03/13/2024		
Total Attachments: 4			
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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”) is made and entered into as of December 28, 2023, by BF Music LLC (the “Grantor”), in favor of U.S. Bank National Association, a national banking association organized under the laws of the United States, not in its individual capacity, but solely as trustee (the “Trustee”).

WHEREAS, Grantor is the owner of certain Trademarks included in the Collateral (as such term is defined in the Indenture (as defined below)), including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Secured Trademarks”);

WHEREAS, pursuant to the Indenture, dated as of March 19, 2021, as amended and restated by that certain Amended and Restated Indenture, dated as of May 10, 2022, as amended by that certain Supplemental Indenture No. 1, dated as of September 12, 2022, as amended by that certain Supplemental Indenture No. 2, dated as of September 14, 2022, as amended by that certain Supplemental Indenture No. 3, dated as of May 24, 2023, and as amended by that certain Supplemental Indenture No. 4, dated as of June 26, 2023 (as further amended, restated or otherwise modified from time to time, the “Indenture”), by and among Iconic Issuer LLC as Issuer, Grantor, certain other Note Parties (as defined therein), the Trustee and U.S. Bank National Association, as securities intermediary, to secure (i) the payment of all amounts on the Notes as such amounts become due in accordance with their terms, (ii) the payment of all other sums payable in accordance with the provisions of the Indenture and (iii) compliance with the provisions of the Indenture (collectively, the “Obligations”), all as provided in the Indenture, Grantor has granted to the Trustee for the benefit of the Holders of the Notes, a security interest in all of Grantor’s rights, title and interest in, to and under certain intellectual property of Grantor, including, without limitation, the Secured Trademarks and the goodwill appurtenant thereto and associated therewith (the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.05 of the Indenture, Grantor agreed to execute and deliver to the Trustee this Grant for purposes of recording the same with the United States Patent and Trademark Office (or any other office or agency as needed) to confirm, evidence and perfect the security interest in, to and under the Trademark Collateral granted under the Indenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Holders of the Notes, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor.

Capitalized terms used in this Grant (including the preamble and the recitals hereto) and not defined in this Grant, shall have the meanings assigned to such terms in the Indenture.

1. The parties hereto intend that the Trademark Collateral subject to this Grant is to be considered as Collateral under the Indenture and that this Grant is for recordation, and as applicable, perfection, purposes. The security interests granted pursuant to this Grant are granted

in furtherance, and not in limitation, of the security interests granted to the Trustee pursuant to the Indenture and the terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in, to and under the Trademark Collateral in favor of the Trustee for the benefit of the Holders of the Notes, and Grantor hereby requests the United States Patent and Trademark Office (or any other office or agency having jurisdiction) to file and record this Grant together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE TRADEMARK LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

4. This Grant may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

BF MUSIC LLC
as Grantor

By:  DocuSigned by:
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Name: Irving Azoff
Title: Chairman

SCHEDULE 1
TRADEMARKS

Trademark	Description / Class	Jurisdiction	Application / Registration No.	Application / Registration Date	Seller's Ownership Interest	Co-Owner(s) and Respective Interest
1 Bryan Ferry	Classes: 3,9,14,16,18, 21,24,25,26,28,41.	UK	Reg. No. UK00003878296	Filed 15 February 2023 Reg. 05 May 2023	Dene Jesmond Enterprises Limited (50%)	<ul style="list-style-type: none"> Dene Jesmond Enterprises Limited (50% retained)
2 Bryan Ferry	Int'l Classes: 009, 016, 025, 035, 041	US	Appln. No. 97919011	Filed 3 May 2023	Dene Jesmond Enterprises Limited (50%)	<ul style="list-style-type: none"> Dene Jesmond Enterprises Limited (50% retained)