

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cherry Lane Music Publishing Company, Inc.		04/30/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	131 South Dearborn, 6th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3614284	CHERRY LANE	
Registration Number:	1840410	GUITAR RECORDINGS	
Registration Number:	1840405	GUITAR RECORDINGS CLASSIC CUTS	
Registration Number:	3663260	MUSIC ALIVE!	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0418		

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**TRADEMARK
 REEL: 004209 FRAME: 0269**

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/19/2010
Total Attachments: 9 source=cherrylanetrademark#page1.tif source=cherrylanetrademark#page2.tif source=cherrylanetrademark#page3.tif source=cherrylanetrademark#page4.tif source=cherrylanetrademark#page5.tif source=cherrylanetrademark#page6.tif source=cherrylanetrademark#page7.tif source=cherrylanetrademark#page8.tif source=cherrylanetrademark#page9.tif	

TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of April 30, 2010

WHEREAS, Cherry Lane Music Publishing Company, Inc., a New York corporation (the "Pledgor") now owns or holds 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, including the goodwill associated therewith, now owned, held or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") 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, the Trademark registrations and applications listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of material Trademark registrations and applications subsequently registered or otherwise applied for; and

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of January 11, 2010 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among BMG RM Germany GmbH, as Parent, the Borrowers referred to therein, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, National Association, a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent") and Issuing Bank (in such capacity, the "Issuing Bank"), and J.P. Morgan Europe Limited, as Sterling Agent (the "Sterling Agent"), the Lenders have agreed to make Loans to the Borrowers. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the terms of the applicable Security Document, the Pledgor granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Pledgor (subject to certain exclusions specified therein) including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now in existence or hereafter acquired, 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, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired:

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

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B 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 to the extent such grant of security interest in such Trademark license does not constitute a breach or default under or results in the termination of or gives rise to any right of acceleration, modification or cancellation under any Trademark license; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor 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.

Provided, however, notwithstanding any of the other provisions herein (and notwithstanding any recording of the Administrative Agent's security interest made in the USPTO or other registry office in any other jurisdiction), this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark to the extent such grant of a security interest is prohibited by Applicable Law or would result in the forfeiture of the Pledgor's rights in any Trademark, including Trademark applications filed with the USPTO on the basis of the Pledgor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing with the USPTO would adversely affect the enforceability or validity of such Trademark application.

The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent within 45 days (or such longer period as may be approved by the Administrative Agent) after the end of each calendar quarter in which the Pledgor registers or otherwise adopts or acquires any material Trademark registration or application not listed on

Schedule A hereto or enters into any material Trademark license entered into with respect to material Trademarks and not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement, the Security Documents and this Trademark Security Agreement, and to provide, perfect and preserve the security interest of the Administrative Agent (for the benefit of the Secured Parties) granted pursuant to the Security Documents, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

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 applicable Security Document. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm 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 more fully set forth therein and the terms and provisions of the Security Agreement are incorporated by reference herein solely to the extent that they pertain to the Trademark Collateral.

At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of the Secured Parties) shall promptly execute and deliver to the Pledgor, at Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments 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 of the Security Documents and the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of the Secured Parties) will provide notice(s) required by Section 5(c) of the Security Agreement in connection with any enforcement of its rights against any of the Trademark Collateral, to the extent applicable.

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 it is a party, the Pledgor 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 IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

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.


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, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.


PLEDGOR:

CHERRY LANE MUSIC PUBLISHING
COMPANY, INC.

By 
Name: DONALD MALTER
Title: VICE PRESIDENT, FINANCE

ACCEPTED:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By 

Name: Alexandra Bratman
Title: Vice President

ACKNOWLEDGEMENT OF PLEDGOR

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On APRIL 30, 2010, before me, AYDIN S. CAGINALP, Notary Public, personally appeared DONALD MAUTER, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]

SIGNATURE OF NOTARY

AYDIN S. CAGINALP
Notary Public, State of New York
No. 4825763
Qualified in Nassau County
Commission Expires 3/30/ 2014

[SEAL]



Schedule A
to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

CHERRY LANE - Reg. No. 3,614,284 for “music publishing services” and “Sheet music; series of books in the field of music instruction and books in the field of general music related matters” owned by Cherry Lane Music Publishing Company, Inc.

GUITAR RECORDINGS (design) - Reg. No. 1,840,410 for “musical sound recordings” owned by Cherry Lane Music Publishing Company, Inc.

GUITAR RECORDINGS CLASSIC CUTS - Reg. No. 1,840,405 for “musical sound recordings” owned by Cherry Lane Music Publishing Company, Inc.

MUSIC ALIVE! - Reg. No. 3,663,260 for “magazines concerning music” owned by Cherry Lane Music Publishing Company, Inc. Cherry Lane granted an exclusive, worldwide, non-transferable limited license to use this mark to In Tune Partners LLC on January 8, 2009.

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

License to Cherry Lane Music Company, a New York partnership, with respect to the use of the Cherry Lane Trademark in the music printing business.