

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
Bug Music, Inc.		10/05/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1999 Avenue of the Stars, 27th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	United States: National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3253242	BUG	
Registration Number:	2688658	BUGMUSIC	
Registration Number:	1924174	BUG MUSIC	
Registration Number:	1925980	BUG	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	066397-0375		

CH \$115.00 3253242

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**TRADEMARK
 REEL: 004652 FRAME: 0297**

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	10/31/2011
Total Attachments: 11 source=bug music trademark with schedule#page1.tif source=bug music trademark with schedule#page2.tif source=bug music trademark with schedule#page3.tif source=bug music trademark with schedule#page4.tif source=bug music trademark with schedule#page5.tif source=bug music trademark with schedule#page6.tif source=bug music trademark with schedule#page7.tif source=bug music trademark with schedule#page8.tif source=bug music trademark with schedule#page9.tif source=bug music trademark with schedule#page10.tif source=bug music trademark with schedule#page11.tif	

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

Dated as of October 5, 2011

WHEREAS, each of Bug Music, Inc., and Windswept Holdings, LLC, (each, a “Pledgor” and collectively, the “Pledgors”) 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 Documents, each Pledgor granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of such Pledgor (subject to certain exclusions specified therein) whether now in existence or hereinafter acquired, including, without limitation, all right, title and interest of such Pledgor in, to and under all of such 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 its guaranty of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors 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, each Pledgor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations and its guaranty of the Obligations, a continuing security interest in all of such 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 such Pledgor and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark owned by such 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 such 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 either Pledgor's rights in any Trademark, including Trademark applications filed with the USPTO on the basis of such 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.

Each 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 such 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 such 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 Documents. Each 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 interests 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 each Pledgor, at such 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 this Trademark Security Agreement, the Credit Agreement and the other Fundamental Documents to which it is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, 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 Pledgors have caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGORS:

BUG MUSIC, INC.

By 

Name: Stanley Schneider

Title: Secretary

WINDSWEPT HOLDINGS, LLC

By 

Name: Stanley Schneider

Title: Senior Vice President, Business and Legal Affairs & Secretary

ACCEPTED:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By _____

Name:

Title:

ACKNOWLEDGEMENT OF PLEDGOR

STATE OF New York)
) SS.
COUNTY OF New York)

On Oct 3, 2011, before me, EMI HORIKAWA, Notary Public, personally appeared STANLEY SCHNEIDER, 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.

Emi Horikawa
SIGNATURE OF NOTARY

EMI HORIKAWA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6222227
Qualified in Westchester County
My Commission Expires May 17, 2014

CERT. FILED IN NY COUNTY
[SEAL]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGORS:

BUG MUSIC, INC.

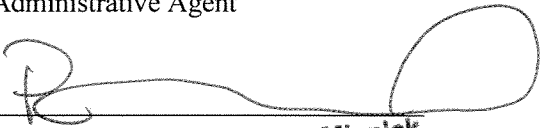
By _____
Name: Stanley Schneider
Title: Secretary

WINDSWEPT HOLDINGS, LLC

By _____
Name: Stanley Schneider
Title: Senior Vice President, Business and Legal
Affairs & Secretary

ACCEPTED:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By 
Name: **Patrick J. Minnick**
Title: **Vice President**

[Signature Page to Bug Trademark Security Agreement]





Schedule A
to Trademark Security Agreement



TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached Schedule A-1.

Schedule A-1

Trademarks

Trademark	Database	AppIn/Reg.	Goods and Services	Owner Name	Status
	U.S. Federal	Reg. No. 3253242	(INT. CL. 41) PUBLICATION OF MUSIC FOR OTHERS	BUG MUSIC, INC.	REGISTERED
	U.S. Federal	Reg. No. 2688658 (Cancelled)	(INT. CL. 41) PUBLICATION OF MUSIC FOR OTHERS	BUG MUSIC, INC.	CANCELLED
	U.S. Federal	Reg. No. 2447479	(INT. CL. 41) MUSIC PUBLISHING SERVICES, FILM MUSIC SUPERVISION (INT. CL. 42) LICENSING OF THE INTELLECTUAL PROPERTY RIGHTS IN MUSIC	WINDSWEPT HOLDINGS LLC	RENEWED (REGISTERED)
	U.S. Federal	Reg. No. 2443913	(INT. CL. 41) MUSIC PUBLISHING SERVICES, FILM MUSIC SUPERVISION (INT. CL. 42) LICENSING OF THE INTELLECTUAL PROPERTY RIGHTS ON MUSIC	WINDSWEPT HOLDINGS LLC	RENEWED (REGISTERED)
WINDSWEPT	U.S. Federal	Reg. No. 2442048	(INT. CL. 41) MUSIC PUBLISHING SERVICES, FILM MUSIC SUPERVISION (INT. CL. 42) LICENSING OF THE INTELLECTUAL PROPERTY RIGHTS IN MUSIC	WINDSWEPT HOLDINGS LLC	RENEWED (REGISTERED)

BUG MUSIC	U.S. Federal	Reg. No. 1924174	(INT. CL. 41) PUBLICATION OF MUSIC FOR OTHERS	BUG MUSIC, INC.	RENEWED (REGISTERED)
 Bug	U.S. Federal	Reg. No. 1925980	(INT. CL. 41) PUBLICATION OF MUSIC FOR OTHERS	BUG MUSIC, INC.	RENEWED (REGISTERED)
 Bug	United Kingdom	Reg. No. 2007462	Class 41. Music publishing.	Bug Music, Inc.	REGISTRATION (REGISTERED)
BUG MUSIC	United Kingdom	Reg. No. 2007463	Class 41. Music publishing.	Bug Music, Inc.	REGISTRATION (REGISTERED)

Schedule B
to Trademark Security Agreement

TRADEMARK LICENSES

[None.]

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