

02/06/2013



103655005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 01-09)
Office Collection 0651-0027. (exp. 02)

11-01-12

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Record as of 11-1-12

1. Name of conveying party(ies):
SEE ATTACHED SCHEDULE I

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) SEE ATTACHED SCHEDULE I
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
 Internal Address: _____
 Street Address: 11 MADISON AVENUE
 City: NEW YORK
 State: NEW YORK
 Country: USA Zip: 10010

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) NOVEMBER 1, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) B. Trademark Registration No.(s)
 SEE ATTACHED SCHEDULE II SEE ATTACHED SCHEDULE II

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 SEE ATTACHED SCHEDULE II

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey
 Internal Address: National Corporate Research
Suite 420
 Street Address: 1100 G Street, N.W.
 City: Washington
 State: D.C. Zip: 20005
 Phone Number: (202) 370-4761
 Fax Number: (800) 494-7512
 Email Address: tfahay@nationalcorp.com

6. Total number of applications and registrations involved: 88

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,215.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

11/07/2012 TLEE11 00000017 77850014
 Deposit Account Number _____ 48.00
 Authorized User Name _____ 2175.00

9. Signature: [Signature] NOVEMBER 1, 2012
 Signature Date

MEGAN M. TEIXEIRA
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I

List of Entities

| Entity | Entity Type | State of Formation/Citizenship |
|--|---------------------------|--------------------------------|
| 615 Music Library, LLC | Limited Liability Company | Tennessee |
| A.P. Schmidt Co. | Corporation | Delaware |
| Alternative Distribution Alliance | General Partnership | New York |
| Arms Up Inc. | Corporation | Delaware |
| Artist Arena International, LLC | Limited Liability Company | New York |
| Artist Arena LLC | Limited Liability Company | New York |
| Asylum Records LLC | Limited Liability Company | Delaware |
| Atlantic Mobile LLC | Limited Liability Company | Delaware |
| Atlantic Pix LLC | Limited Liability Company | Delaware |
| Atlantic Productions LLC | Limited Liability Company | Delaware |
| Atlantic Recording Corporation | Corporation | Delaware |
| Atlantic Scream LLC | Limited Liability Company | Delaware |
| Atlantic/143 L.L.C. | Limited Liability Company | Delaware |
| Atlantic/MR Ventures Inc. | Corporation | Delaware |
| BB Investments LLC | Limited Liability Company | Delaware |
| Berna Music, Inc. | Corporation | California |
| Big Beat Records Inc. | Corporation | Delaware |
| Bulldog Entertainment Group LLC | Limited Liability Company | Delaware |
| Bulldog Island Events LLC | Limited Liability Company | New York |
| Bute Sound LLC | Limited Liability Company | Delaware |
| Cafe Americana Inc. | Corporation | Delaware |
| Chappell Music Company, Inc. | Corporation | Delaware |
| Choruss LLC | Limited Liability Company | Delaware |
| Cordless Recordings LLC | Limited Liability Company | Delaware |
| Cota Music, Inc. | Corporation | New York |
| Cotillion Music, Inc. | Corporation | Delaware |
| CRK Music Inc. | Corporation | Delaware |
| E/A Music, Inc. | Corporation | Delaware |
| East West Records LLC | Limited Liability Company | Delaware |
| Electra Group Ventures Inc. | Corporation | Delaware |
| Elekylum Music, Inc. | Corporation | Delaware |
| Elektra Entertainment Group Inc. | Corporation | Delaware |
| Elektra/Chameleon Ventures Inc. | Corporation | Delaware |
| EN Acquisition Corp. | Corporation | Delaware |
| FBR Investments LLC | Limited Liability Company | Delaware |
| Ferret Music Holdings LLC | Limited Liability Company | Delaware |
| Ferret Music LLC | Limited Liability Company | New Jersey |
| Ferret Music Management LLC | Limited Liability Company | New Jersey |
| Ferret Music Touring LLC | Limited Liability Company | New Jersey |
| FHK, Inc. | Corporation | Tennessee |
| Fiddleback Music Publishing Company, Inc | Corporation | Delaware |
| Foster Frees Music, Inc. | Corporation | California |
| Foz Man Music LLC | Limited Liability Company | Delaware |

| | | |
|---|---------------------------|------------|
| Fueled by Ramen LLC | Limited Liability Company | Delaware |
| Inside Jobs, Inc. | Corporation | New York |
| Insound Acquisition Inc. | Corporation | Delaware |
| Intersong U.S.A., Inc. | Corporation | Delaware |
| J. Ruby Productions, Inc. | Corporation | California |
| Jadar Music Corp. | Corporation | Delaware |
| Lava Records LLC | Limited Liability Company | Delaware |
| Lava Trademark Holding Company LLC | Limited Liability Company | Delaware |
| LEM America, Inc. | Corporation | Delaware |
| London-Sire Records Inc. | Corporation | Delaware |
| Made of Stone LLC | Limited Liability Company | Delaware |
| Maverick Partner Inc. | Corporation | Delaware |
| Maverick Recording Company | Corporation | California |
| McGuffin Music Inc. | Corporation | Delaware |
| Mixed Bag Music, Inc. | Corporation | New York |
| MM Investment Inc. | Corporation | Delaware |
| Nonesuch Records Inc. | Corporation | Delaware |
| Non-Stop Cataclysmic Music, LLC | Limited Liability Company | Utah |
| Non-Stop International Publishing, LLC | Limited Liability Company | Utah |
| Non-Stop Music Holdings, Inc. | Corporation | Delaware |
| Non-Stop Music Library, L.C. | Limited Company | Utah |
| Non-Stop Music Publishing, LLC | Limited Liability Company | Utah |
| Non-Stop Outrageous Publishing, LLC | Limited Liability Company | Utah |
| Non-Stop Productions, LLC | Limited Liability Company | Utah |
| NVC International Inc. | Corporation | Delaware |
| Octa Music, Inc. | Corporation | New York |
| P & C Publishing LLC | Limited Liability Company | New York |
| Penalty Records, L.L.C. | Limited Liability Company | New York |
| Pepamar Music Corp. | Corporation | New York |
| Perfect Game Recording Company LLC | Limited Liability Company | Delaware |
| Rep Sales, Inc. | Corporation | Minnesota |
| Restless Acquisition Corp. | Corporation | Delaware |
| Revelation Music Publishing Corporation | Corporation | New York |
| Rhino Entertainment Company | Corporation | Delaware |
| Rhino Name & Likeness Holdings, LLC | Limited Liability Company | Delaware |
| Rhino/FSE Holdings, LLC | Limited Liability Company | Delaware |
| Rick's Music Inc. | Corporation | Delaware |
| Rightsong Music Inc. | Corporation | Delaware |
| Roadrunner Records, Inc. | Corporation | New York |
| Rodra Music, Inc. | Corporation | California |
| Ryko Corporation | Corporation | Delaware |
| Rykodisc, Inc. | Corporation | Minnesota |
| Rykomusic, Inc. | Corporation | Minnesota |
| Sea Chime Music, Inc. | Corporation | California |
| Six-Fifteen Music Productions, Inc. | Corporation | Tennessee |
| SR/MDM Venture Inc. | Corporation | Delaware |
| Summy-Birchard, Inc. | Corporation | Wyoming |
| Super Hype Publishing, Inc. | Corporation | New York |
| T.Y.S., Inc. | Corporation | New York |
| T-Boy Music, L.L.C. | Limited Liability Company | New York |
| T-Girl Music, L.L.C | Limited Liability Company | New York |

TRADEMARK

REEL: 004962 FRAME: 0143

| | | |
|--|---------------------------|------------|
| The All Blacks U.S.A., Inc. | Corporation | Delaware |
| The Biz LLC | Limited Liability Company | Delaware |
| The Rhythm Method Inc. | Corporation | Delaware |
| Tommy Boy Music, Inc. | Corporation | New York |
| Tommy Valando Publishing Group, Inc. | Corporation | Delaware |
| Unichappell Music Inc. | Corporation | Delaware |
| Upped.com LLC | Limited Liability Company | Delaware |
| W.B.M. Music Corp. | Corporation | Delaware |
| Walden Music Inc. | Corporation | New York |
| Warner Alliance Music Inc. | Corporation | Delaware |
| Warner Brethren Inc. | Corporation | Delaware |
| Warner Bros. Music International Inc. | Corporation | Delaware |
| Warner Bros. Records Inc. | Corporation | Delaware |
| Warner Custom Music Corp. | Corporation | California |
| Warner Domain Music Inc. | Corporation | Delaware |
| Warner Music Discovery Inc. | Corporation | Delaware |
| Warner Music Distribution LLC | Limited Liability Company | Delaware |
| Warner Music Inc. | Corporation | New York |
| Warner Music Latina Inc. | Corporation | Delaware |
| Warner Music Nashville LLC | Limited Liability Company | Tennessee |
| Warner Music SP Inc. | Corporation | Delaware |
| Warner Sojourner Music Inc. | Corporation | Delaware |
| Warner Special Products Inc. | Corporation | Delaware |
| Warner Strategic Marketing Inc. | Corporation | Delaware |
| Warner/Chappell Music (Services), Inc. | Corporation | New Jersey |
| Warner/Chappell Music, Inc. | Corporation | Delaware |
| Warner/Chappell Production Music, Inc. | Corporation | Delaware |
| Warner-Elektra-Atlantic Corporation | Corporation | New York |
| WarnerSongs, Inc. | Corporation | Delaware |
| Warner-Tamerlane Publishing Corp. | Corporation | California |
| Warprise Music Inc. | Corporation | Delaware |
| WB Gold Music Corp. | Corporation | Delaware |
| WB Music Corp. | Corporation | California |
| WBM/House of Gold Music, Inc. | Corporation | Delaware |
| WBR Management Services Inc. | Corporation | Delaware |
| WBR/QRI Venture, Inc. | Corporation | Delaware |
| WBR/Ruffnation Ventures, Inc. | Corporation | Delaware |
| WBR/SIRE Ventures Inc. | Corporation | Delaware |
| WEA Europe Inc. | Corporation | Delaware |
| WEA Inc. | Corporation | Delaware |
| WEA International Inc. | Corporation | Delaware |
| Wea Management Services Inc. | Corporation | Delaware |
| Wide Music, Inc. | Corporation | California |
| WMG Acquisition Corp. | Corporation | Delaware |
| WMG Artist Brand LLC | Limited Liability Company | Delaware |
| WMG Management Services Inc. | Corporation | Delaware |
| WMG Trademark Holding Company LLC | Limited Liability Company | Delaware |

SCHEDULE II

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--------------------------------|---------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Asylum Records LLC | TURNT-UP | 77/850814 | 10/16/2009 | 3834071 | 09/17/2010 |
| Atlantic Recording Corporation | ATCO | 72/147686 | 06/26/1962 | 0749139 | 05/07/1963 |
| Atlantic Recording Corporation | ATCO & DEVICE | 74/274643 | 05/12/1992 | 1742951 | 12/29/1992 |
| Atlantic Recording Corporation | ATLANTIC | 77/391088 | 02/07/2008 | 3727091 | 12/22/2009 |
| Atlantic Recording Corporation | ATLANTIC | 73/747919 | 09/23/1988 | 1535113 | 04/18/1989 |
| Atlantic Recording Corporation | ATLANTIC & A DESIGN | 73/110680 | 12/27/1976 | 1116322 | 04/10/1979 |
| Atlantic Recording Corporation | BEYONDT HEPIT | 78/850420 | 03/30/2006 | 3327589 | 10/30/2007 |
| Atlantic Recording Corporation | DIGITALA RENA | 75/098972 | 05/06/1996 | 2263372 | 07/20/1999 |
| Atlantic Recording Corporation | FANBASE | 77/583191 | 10/01/2008 | 3615830 | 05/05/2009 |
| Atlantic Recording Corporation | VIVA LA ROCK | 77/246800 | 08/03/2007 | 3414342 | 04/22/2008 |
| Big Beat Records, Incorporated | BIG BEAT | 74/121906 | 12/10/1990 | 1662343 | 10/29/1991 |
| Big Beat Records, Incorporated | BIG BEAT | 78/704583 | 08/31/2005 | 3126785 | 09/08/2006 |
| East West Records LLC | ILG | 77/850872 | 10/16/2009 | 3855840 | 10/05/2010 |
| Elektra | A DESIGN | 73/484607 | 06/11/1984 | 1330698 | 04/16/1985 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-----------------------------|--------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Entertainment Group | (ASYLUM) REVISED | | | | |
| Elektra Entertainment Group | ASYLUM | 72/420297 | 04/03/1972 | 1016112 | 07/15/1975 |
| Elektra Entertainment Group | ASYLUM & A DESIGN | 73/054076 | 06/03/1975 | 1095762 | 07/11/1978 |
| Elektra Entertainment Group | ASYLUM & A DESIGN (REVISED) | 73/484606 | 06/11/1984 | 1330697 | 04/16/1985 |
| Elektra Entertainment Group | ELEKTRA | 74/048852 | 04/12/1990 | 1633872 | 02/05/1991 |
| Elektra Entertainment Group | ELEKTRA & E DESIGN (REVISED) | 73/450320 | 10/31/1983 | 1324186 | 03/12/1985 |
| Elektra Entertainment Group | ELEKTRA & E DESIGN | 73/450319 | 10/31/1983 | 1328138 | 04/02/1985 |
| Elektra Entertainment Group | ELEKTRA & EE LOGO | 73/830751 | 10/11/1989 | 1623393 | 11/20/1990 |
| Elektra Entertainment Group | ELEKTRA & GUITAR PLAYER DESIGN | 72/090833 | 02/12/1960 | 0709958 | 01/17/1961 |
| Elektra Entertainment Group | ELEKTRA/ NONSUCH LOGO | 73/692676 | 10/30/1987 | 1492989 | 06/21/1988 |
| En Acquisition Corporation | EMPORER NORTON RECORDS (WORDS) | 76/280243 | 07/03/2001 | 3105438 | 06/20/2006 |
| Fueled By Ramen LLC | FUELED BY RAMEN & DESIGN | 77/735721 | 05/13/2009 | 3730937 | 12/12/2009 |
| Insound | INSOUND | 77/231165 | 07/17/2007 | 3398057 | 03/18/2008 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-----------------------------------|----------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Acquisition, Incorporated | | | | | |
| Insound Acquisition, Incorporated | SOUND SCREEN DESIGN | 77/819100 | 09/03/2009 | 3780651 | 04/27/2010 |
| Insound Acquisition, Incorporated | SOUNDSC REEN DESIGN | 77/612226 | 11/11/2008 | 3753734 | 03/02/2010 |
| London-Sire Records | DISCOVER Y & DESIGN | 74/342644 | 12/23/1992 | 1832631 | 04/26/1994 |
| Non-Stop Productions, LLC | NON STOP AND MUSICAL CLEF DESIGN | 77/607924 | 11/05/2008 | 3594890 | 03/24/2009 |
| Non-Stop Music Library, L.C. | CUEGLE (STYLIZED) | 78/742753 | 10/28/2005 | 3306653 | 10/09/2007 |
| Nonesuch Records, Incorporated | NONESUCH | 74/134367 | 01/28/1991 | 1666567 | 12/03/1991 |
| Nonesuch Records, Incorporated | N NONESUCH (STYLIZED) | 78/535015 | 12/18/2004 | 3313537 | 10/16/2007 |
| Restless Acquisition Corporation | RESTLESS BRAND & DESIGN | 75/622618 | 01/19/1999 | 2311746 | 01/25/2000 |
| Restless Acquisition Corporation | RESTLESS RECORDS (WORDS) | 73/632789 | 11/28/1986 | 1446189 | 07/07/1987 |
| Rhino Entertainment Company | FAMILY DOG | 77/301486 | 10/11/2007 | 4063593 | 11/29/2011 |
| Rhino Entertainment Company | FLASHBACK | 75/187396 | 10/25/1996 | 2771899 | 10/07/2003 |
| Rhino Entertainment | GOLDEN THROATS | 75/374242 | 10/16/1997 | 2287060 | 10/19/1999 |

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|-----------------------------|----------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Company | | | | | |
| Rhino Entertainment Company | KID RHINO | 78/748488 | 11/07/2005 | 3157928 | 10/17/2006 |
| Rhino Entertainment Company | KID RHINO | 78/748392 | 11/07/2005 | 3437902 | 05/27/2008 |
| Rhino Entertainment Company | RHINO | 74/693974 | 06/26/1995 | 1967102 | 04/09/1996 |
| Rhino Entertainment Company | RHINO | 74/693972 | 06/26/1995 | 2240911 | 04/20/1999 |
| Rhino Entertainment Company | RHINO & DESIGN | 74/693973 | 06/26/1995 | 1967101 | 04/09/1996 |
| Rhino Entertainment Company | RHINO & DESIGN | 74/694022 | 06/26/1995 | 1971491 | 04/30/1996 |
| Rhino Entertainment Company | RHINO & DESIGN | 77/305850 | 10/17/2007 | 3435762 | 05/27/2008 |
| Rhino Entertainment Company | THE FAMILY DOG PRESENTS & DESIGN | 75/136977 | 07/22/1996 | 2103017 | 10/07/1997 |
| Rhino Entertainment Company | THE MONKEES | 72/241935 | 03/25/1966 | 0847385 | 04/09/1968 |
| Rhino Entertainment Company | THE MONKEES | 72/259379 | 11/25/1966 | 0848385 | 04/30/1968 |
| Rhino Entertainment Company | THE MONKEES | 77/322730 | 11/06/2007 | 3453505 | 06/24/2008 |
| Rhino Entertainment Company | THE MONKEES | 85/455437 | 10/25/2011 | | |
| Rykodisc, | CD CASE | 74/331497 | 11/16/1992 | 1837746 | 05/31/1994 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|---|----------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Incorporated | DESIGN (TRANSPARENT GREEN) | | | | |
| Rykodisc, Incorporated | HANNIBAL (WORD) | 74/281225 | 06/03/1992 | 1959494 | 03/05/1996 |
| Rykodisc, Incorporated | HANNIBAL RECORDS & DEVICE | 74/281224 | 06/03/1992 | 1963617 | 03/26/1996 |
| Rykodisc, Incorporated | RYKO & DESIGN | 73/691979 | 10/26/1987 | 1521609 | 01/24/1989 |
| Rykodisc, Incorporated | RYKO & DESIGN | 74/108456 | 10/23/1990 | 1700253 | 07/14/1992 |
| Rykodisc, Incorporated | RYKO (WORD) | 74/108461 | 10/23/1990 | 1711260 | 09/01/1992 |
| Rykodisc, Incorporated | RYKODISC (WORD) | 73/691978 | 10/26/1987 | 1521608 | 01/24/1989 |
| Rykodisc, Incorporated | RYKODISC (WORD) | 74/208995 | 10/02/1991 | 1740989 | 12/22/1992 |
| Warner Bros. Records Incorporated | :R LOGO | 73/213454 | 04/26/1979 | 1250980 | 09/13/1983 |
| Warner Bros. Records Incorporated | GIANT | 74/037873 | 03/13/1990 | 1706315 | 08/11/1992 |
| Warner Bros. Records Incorporated | GIANT & DESIGN | 75/511128 | 6/30/1998 | 2283035 | 10/05/1999 |
| Warner Bros. Records Incorporated | JG DESIGN | 78/351110 | 01/13/2004 | 3399356 | 03/18/2008 |
| Warner Bros. Records Incorporated | JG DESIGN | 78/351114 | 01/13/2004 | 3412609 | 04/15/2008 |
| Warner Bros. Records Incorporated | REPRISE | 73/213460 | 04/26/1979 | 1175896 | 11/03/1981 |
| Warner Bros. Records | REVOLUTION | 74/221882 | 11/15/1991 | 1893542 | 05/09/1995 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--|---|----------------------|-------------------------|-----------------------|--------------------------|
| Incorporated | | | | | |
| Warner/Chappell Production Music, Incorporated | 615 MUSIC | 77/895577 | 12/17/2009 | 3898916 | 01/04/2011 |
| Warner/Chappell Production Music, Incorporated | 615 MUSIC & DESIGN | 77/895583 | 12/17/2009 | 3898917 | 01/04/2011 |
| Warner/Chappell Production Music, Incorporated | GROOVE ADDICTS | 77/150028 | 04/05/2007 | 3355839 | 12/18/2007 |
| Warner/Chappell Production Music, Incorporated | GROOVE ADDICTS (STYLIZED) | 77/150055 | 04/05/2007 | 3358922 | 12/25/2007 |
| Warner/Chappell Production Music, Incorporated | MISCELLANEOUS DESIGN (DESIGN OF HUMAN MOUTHS - GROOVE ADDICTS LOGO) | 77/156728 | 04/13/2007 | 3359281 | 12/25/2007 |
| Warner/Chappell Production Music, Incorporated | SONG STREET RECORDS | 77/920179 | 01/26/2010 | 4016557 | 08/23/2011 |
| Warner/Chappell Production Music, Incorporated | SONG STREET RECORDS & DESIGN | 77/931044 | 02/08/2010 | 4016574 | 08/23/2011 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--|--------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Warner/Chappell Production Music, Incorporated | WARNER CHAPPELL | 74/674144 | 05/15/1995 | 1985376 | 07/09/1996 |
| Warner/Chappell Production Music, Incorporated | WHO DID THAT MUSIC? | 77/156710 | 04/13/2007 | 3359277 | 12/25/2007 |
| Warner/Chappell Production Music, Incorporated | WHO DID THAT MUSIC? (STYLIZED) | 77/156723 | 04/13/2007 | 3359279 | 12/25/2007 |
| Warner Music Incorporated | FERVENT RECORDS | 76/229889 | 03/26/2001 | 2732893 | 07/01/2003 |
| Warner Music Incorporated | ROADRUNNER RECORDS (WORD) | 77/217627 | 06/28/2007 | 3391370 | 03/04/2008 |
| Warner Music Incorporated | SIGNMETO | 85/032543 | 05/07/2010 | 3893781 | 12/21/2010 |
| Warner Music Latina, Incorporated | WAPPO | 77/409624 | 02/29/2008 | 3690112 | 09/29/2009 |
| Warner Music Nashville LLC | 6P | 85/051455 | 06/01/2010 | 3904230 | 01/11/2011 |
| Warner-Elektra-Atlantic Corporation | CORDLESS | 78/980529 | 08/18/2005 | 3522757 | 10/28/2008 |
| Warner-Elektra-Atlantic Corporation | MUSIC VIDEO INTERACTIVE | 77/145237 | 03/30/2007 | 3621118 | 05/12/2009 |
| Warner-Elektra-Atlantic Corporation | MVI | 77/145216 | 03/30/2007 | 3740360 | 01/19/2010 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-------------------------------------|--|----------------------|-------------------------|-----------------------|--------------------------|
| Warner-Elektra-Atlantic Corporation | MVI MUSIC VIDEO INTERACTIVE AND DESIGN | 77/146407 | 04/02/2007 | 3680230 | 09/08/2009 |
| WEA International Incorporated | EASTWEST & EW LOGO | 74/061192 | 05/21/1990 | 1795621 | 09/28/1993 |
| WEA International Incorporated | SONGS YOU KNOW | 77/045954 | 11/16/2006 | 3404179 | 04/01/2008 |
| WEA International Incorporated | WEA LOGO | 73/408557 | 01/07/1983 | 1301320 | 10/23/1984 |
| WBR/Sire Ventures Incorporated | SIRE & S DESIGN | 74/298917 | 07/27/1992 | 1803119 | 11/09/1993 |

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), dated as of November 1, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Credit Suisse AG, as collateral agent (the "**Collateral Agent**") for the Secured First Lien Parties (as defined in the Security Agreement referred to below).

WHEREAS, WMG Acquisition Corp., a Delaware corporation, has entered into a Security Agreement, dated as of November 1, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**General Security Agreement**"). Capitalized terms not otherwise defined herein have the meanings set forth in the General Security Agreement.

WHEREAS, under the terms of the General Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, a security interest in, among other property, certain Trademarks (as defined below) of the Grantors, and have agreed as a condition thereof to execute this Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby confirms the grant to the Collateral Agent, for the ratable benefit of the Secured First Lien Parties, of a security interest in such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) all trademarks, service marks, domain names, trade dress, logos, slogans, trade names, and other source identifiers, whether registered or unregistered, owned by the Grantor, (provided that no security interest shall be granted in United States intent-to-use trademark applications or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted), including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) all registrations and applications for registration for any Trademark, together with all renewals thereof;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

SECTION 2. *Security for Secured First Lien Obligations.* The confirmation of the grant of continuing security interest in the Trademark Collateral by each Grantor under this Security Agreement secures the payment of all Secured First Lien Obligations of such Grantor, now or hereafter existing under or in respect of the Secured First Lien Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks record this Security Agreement.

SECTION 4. *Execution in Counterparts.* This Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. *Grants, Rights and Remedies.* This Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the U.S. Patent and Trademark Office. The security interest confirmed hereby has been granted to the Collateral Agent in connection with the General Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The General Security Agreement (and all, rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 6. *Governing Law.* This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the date first above written.

WMG ACQUISITION CORP.

By: 

Name: Paul M. Robinson

Title: Executive Vice President, General Counsel and Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

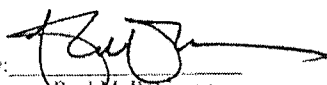
TRADEMARK
REEL: 004962 FRAME: 0155

Guarantors:

ROADRUNNER RECORDS
INC.
T.Y.S., INC.
THE ALL BLACKS U.S.A.,
INC.
A. P. SCHMIDT CO.
ATLANTIC RECORDING
CORPORATION
ATLANTIC/MR VENTURES
INC.
ARMS UP INC.
BERNA MUSIC, INC.
BIG BEAT RECORDS INC.
CAFE AMERICANA INC.
CHAPPELL MUSIC
COMPANY, INC.
COTA MUSIC, INC.
COTILLION MUSIC, INC.
CRK MUSIC INC.
E/A MUSIC, INC.
ELEKSYLUM MUSIC, INC.
ELEKTRA/CHAMELEON
VENTURES INC.
ELEKTRA ENTERTAINMENT
GROUP INC.
ELEKTRA GROUP
VENTURES INC.
EN ACQUISITION CORP.
FIK, INC.
FIDDLEBACK MUSIC
PUBLISHING COMPANY,
INC.
FOSTER FREES MUSIC, INC.
INSIDE JOB, INC.
INSOUND ACQUISITION
INC.
INTERSONG U.S.A., INC.
JADAR MUSIC CORP.
LEM AMERICA, INC.
LONDON-SIRE RECORDS
INC.
MAVERICK PARTNER INC.
MCGUFFIN MUSIC INC.
MIXED BAG MUSIC, INC.
MM INVESTMENT INC.
NONESUCH RECORDS INC.
NON-STOP MUSIC
HOLDINGS, INC.
NVC INTERNATIONAL INC.
OCTA MUSIC, INC.
PEPAMAR MUSIC CORP.
REP SALES, INC.
RESTLESS ACQUISITION
CORP.
REVELATION MUSIC
PUBLISHING CORPORATION
RHINO ENTERTAINMENT
COMPANY
RICK'S MUSIC INC.
RIGHTSONG MUSIC INC.
RODRA MUSIC, INC.
RYKO CORPORATION
RYKODISC, INC.
RYKOMUSIC, INC.
SEA CHIME MUSIC, INC.

SR/MDM VENTURE INC.
SUPER HYPE PUBLISHING,
INC.
THE RHYTHM METHOD INC.
TOMMY BOY MUSIC, INC.
TOMMY VALANDO
PUBLISHING GROUP, INC.
UNICHAPPELL MUSIC INC.
W.B.M. MUSIC CORP.
WALDEN MUSIC INC.
WARNER ALLIANCE MUSIC
INC.
WARNER BROTHERS INC.
WARNER BROS. MUSIC
INTERNATIONAL INC.
WARNER BROS. RECORDS
INC.
WARNER CUSTOM MUSIC
CORP.
WARNER DOMAIN MUSIC
INC.
WARNER MUSIC
DISCOVERY INC.
WARNER MUSIC LATINA
INC.
WARNER MUSIC SP INC.
WARNER SOJOURNER
MUSIC INC.
WARNER SPECIAL
PRODUCTS INC.
WARNER STRATEGIC
MARKETING INC.
WARNER/CHAPPELL MUSIC
(SERVICES), INC.
WARNER/CHAPPELL
MUSIC, INC.
WARNER/CHAPPELL
PRODUCTION MUSIC, INC.
WARNER-ELEKTRA-
ATLANTIC CORPORATION
WARNERSONGS, INC.
WARNER-TAMERLANE
PUBLISHING CORP.
WARPRISE MUSIC INC.
J. RUBY PRODUCTIONS,
INC.
SIX-FIFTEEN MUSIC
PRODUCTIONS, INC.
SUMMY-BIRCHARD, INC.
WB GOLD MUSIC CORP.
WB MUSIC CORP.
WBM/HOUSE OF GOLD
MUSIC, INC.
WBR MANAGEMENT
SERVICES INC.
WBR/QRI VENTURE, INC.
WBR/RUFFINATION
VENTURES, INC.
WBR/SIRE VENTURES INC.
WEA EUROPE INC.
WEA INC.
WEA INTERNATIONAL INC.
WEA MANAGEMENT
SERVICES INC.
WIDE MUSIC, INC.
WMG MANAGEMENT
SERVICES INC.

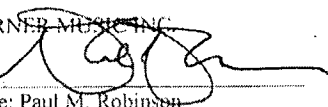
ASYLUM RECORDS LLC
ATLANTIC MOBILE LLC
ATLANTIC PRODUCTIONS
LLC
ATLANTIC SCREAM LLC
ATLANTIC/143 L.L.C.
BB INVESTMENTS LLC
BULLDOG
ENTERTAINMENT GROUP
LLC
BULLDOG ISLAND EVENTS
LLC
BUTE SOUND LLC
CHORUSS LLC
CORDLESS RECORDINGS
LLC
EAST WEST RECORDS LLC
FBR INVESTMENTS LLC
FOZ MAN MUSIC LLC
FUELED BY RAMEN LLC
LAVA RECORDS LLC
LAVA TRADEMARK
HOLDING COMPANY LLC
MADE OF STONE LLC
PENALTY RECORDS, L.L.C.
PERFECT GAME
RECORDING COMPANY LLC
RHINO NAME & LIKENESS
HOLDINGS, L.L.C.
RHINO/FSI HOLDINGS, L.L.C.
T-BOY MUSIC, L.L.C.
T-GIRL MUSIC, L.L.C.
THE BIZ LLC
UPPED.COM LLC
WARNER MUSIC
DISTRIBUTION LLC
WMG TRADEMARK
HOLDING COMPANY LLC
ARTIST ARENA LLC
FERRET MUSIC HOLDINGS
LLC
FERRET MUSIC LLC
FERRET MUSIC
MANAGEMENT LLC
FERRET MUSIC TOURING
LLC
P & C PUBLISHING LLC
WARNER MUSIC
NASHVILLE LLC
ATLANTIC PIX LLC

By: 
Name: Paul M. Robinson
Title: Vice President &
Secretary of each of the
above named entities listed
under the heading Guarantors
and signing this agreement in
such capacity on behalf of
each such entity

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

Guarantors (cont-d):

WARNER MUSIC INC.

By: 
Name: Paul M. Robinson
Title: Executive Vice President, General Counsel &
Secretary

615 MUSIC LIBRARY, LLC

By: Six Fifteen Music Productions, Inc., its Sole Member

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

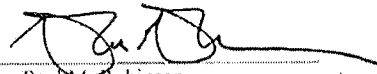
ARTIST ARENA INTERNATIONAL, LLC

By: Artist Arena LLC, its Member
By: Warner Music Inc., its Sole Member

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

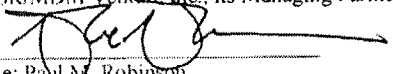
ALTERNATIVE DISTRIBUTION ALLIANCE

By: Warner Music Distribution LLC, its Managing
Partner

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

MAVERICK RECORDING COMPANY

By: SR/MDM Ventures Inc., its Managing Partner

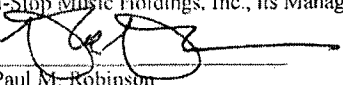
By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

Guarantors (cont-d):

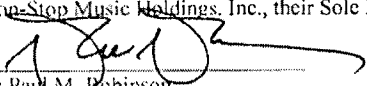
NON-STOP CATAclysmic Music, LLC
NON-STOP INTERNATIONAL PUBLISHING, LLC
NON-STOP OUTRAGEOUS PUBLISHING, LLC

By: Non-Stop Music Publishing, LLC, their Sole Member
By: Non-Stop Music Holdings, Inc., its Manager

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

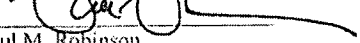
NON-STOP MUSIC LIBRARY, L.C.
NON-STOP MUSIC PUBLISHING, LLC
NON-STOP PRODUCTIONS, L.L.C

By: Non-Stop Music Holdings, Inc., their Sole Member

By: 
Name: Paul M. Robinson
Title: Vice President & Secretary

WMG ARTIST BRAND LLC

By: Warner Music Inc., its Managing Member

By: 
Name: Paul M. Robinson
Title: Executive Vice President, General Counsel &
Secretary

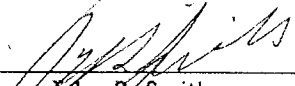
[SIGNATURE PAGE TO IP SECURITY AGREEMENT - TRADEMARK]

TRADEMARK
REEL: 004962 FRAME: 0158

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By:  _____

Name: JAMES MORAN
Title: MANAGING DIRECTOR

By:  _____

Name: Tyler R. Smith
Title: Associate

**Schedule 1
to Security Agreement**

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--------------------------------|---------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Asylum Records LLC | TURNT-UP | 77/850814 | 10/16/2009 | 3834071 | 09/17/2010 |
| Atlantic Recording Corporation | ATCO | 72/147686 | 06/26/1962 | 0749139 | 05/07/1963 |
| Atlantic Recording Corporation | ATCO & DEVICE | 74/274643 | 05/12/1992 | 1742951 | 12/29/1992 |
| Atlantic Recording Corporation | ATLANTIC | 77/391088 | 02/07/2008 | 3727091 | 12/22/2009 |
| Atlantic Recording Corporation | ATLANTIC | 73/747919 | 09/23/1988 | 1535113 | 04/18/1989 |
| Atlantic Recording Corporation | ATLANTIC & A DESIGN | 73/110680 | 12/27/1976 | 1116322 | 04/10/1979 |
| Atlantic Recording Corporation | BEYONDT HEPIT | 78/850420 | 03/30/2006 | 3327589 | 10/30/2007 |
| Atlantic Recording Corporation | DIGITALA RENA | 75/098972 | 05/06/1996 | 2263372 | 07/20/1999 |
| Atlantic Recording Corporation | FANBASE | 77/583191 | 10/01/2008 | 3615830 | 05/05/2009 |
| Atlantic Recording Corporation | VIVA LA ROCK | 77/246800 | 08/03/2007 | 3414342 | 04/22/2008 |
| Big Beat Records, Incorporated | BIG BEAT | 74/121906 | 12/10/1990 | 1662343 | 10/29/1991 |
| Big Beat Records, Incorporated | BIG BEAT | 78/704583 | 08/31/2005 | 3126785 | 09/08/2006 |
| East West Records LLC | ILG | 77/850872 | 10/16/2009 | 3855840 | 10/05/2010 |
| Elektra | A DESIGN | 73/484607 | 06/11/1984 | 1330698 | 04/16/1985 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-----------------------------|--------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Entertainment Group | (ASYLUM) REVISED | | | | |
| Elektra Entertainment Group | ASYLUM | 72/420297 | 04/03/1972 | 1016112 | 07/15/1975 |
| Elektra Entertainment Group | ASYLUM & A DESIGN | 73/054076 | 06/03/1975 | 1095762 | 07/11/1978 |
| Elektra Entertainment Group | ASYLUM & A DESIGN (REVISED) | 73/484606 | 06/11/1984 | 1330697 | 04/16/1985 |
| Elektra Entertainment Group | ELEKTRA | 74/048852 | 04/12/1990 | 1633872 | 02/05/1991 |
| Elektra Entertainment Group | ELEKTRA & E DESIGN (REVISED) | 73/450320 | 10/31/1983 | 1324186 | 03/12/1985 |
| Elektra Entertainment Group | ELEKTRA & E DESIGN | 73/450319 | 10/31/1983 | 1328138 | 04/02/1985 |
| Elektra Entertainment Group | ELEKTRA & EE LOGO | 73/830751 | 10/11/1989 | 1623393 | 11/20/1990 |
| Elektra Entertainment Group | ELEKTRA & GUITAR PLAYER DESIGN | 72/090833 | 02/12/1960 | 0709958 | 01/17/1961 |
| Elektra Entertainment Group | ELEKTRA/ NONSUCH LOGO | 73/692676 | 10/30/1987 | 1492989 | 06/21/1988 |
| En Acquisition Corporation | EMPORER NORTON RECORDS (WORDS) | 76/280243 | 07/03/2001 | 3105438 | 06/20/2006 |
| Fueled By Ramen LLC | FUELED BY RAMEN & DESIGN | 77/735721 | 05/13/2009 | 3730937 | 12/12/2009 |
| Insound | INSOUND | 77/231165 | 07/17/2007 | 3398057 | 03/18/2008 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-----------------------------------|----------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Acquisition, Incorporated | | | | | |
| Insound Acquisition, Incorporated | SOUND SCREEN DESIGN | 77/819100 | 09/03/2009 | 3780651 | 04/27/2010 |
| Insound Acquisition, Incorporated | SOUNDSC REEN DESIGN | 77/612226 | 11/11/2008 | 3753734 | 03/02/2010 |
| London-Sire Records | DISCOVER Y & DESIGN | 74/342644 | 12/23/1992 | 1832631 | 04/26/1994 |
| Non-Stop Productions, LLC | NON STOP AND MUSICAL CLEF DESIGN | 77/607924 | 11/05/2008 | 3594890 | 03/24/2009 |
| Non-Stop Music Library, L.C. | CUEGLE (STYLIZED) | 78/742753 | 10/28/2005 | 3306653 | 10/09/2007 |
| Nonesuch Records, Incorporated | NONESUCH | 74/134367 | 01/28/1991 | 1666567 | 12/03/1991 |
| Nonesuch Records, Incorporated | N NONESUCH (STYLIZED) | 78/535015 | 12/18/2004 | 3313537 | 10/16/2007 |
| Restless Acquisition Corporation | RESTLESS BRAND & DESIGN | 75/622618 | 01/19/1999 | 2311746 | 01/25/2000 |
| Restless Acquisition Corporation | RESTLESS RECORDS (WORDS) | 73/632789 | 11/28/1986 | 1446189 | 07/07/1987 |
| Rhino Entertainment Company | FAMILY DOG | 77/301486 | 10/11/2007 | 4063593 | 11/29/2011 |
| Rhino Entertainment Company | FLASHBACK | 75/187396 | 10/25/1996 | 2771899 | 10/07/2003 |
| Rhino Entertainment | GOLDEN THROATS | 75/374242 | 10/16/1997 | 2287060 | 10/19/1999 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-----------------------------|----------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Company | | | | | |
| Rhino Entertainment Company | KID RHINO | 78/748488 | 11/07/2005 | 3157928 | 10/17/2006 |
| Rhino Entertainment Company | KID RHINO | 78/748392 | 11/07/2005 | 3437902 | 05/27/2008 |
| Rhino Entertainment Company | RHINO | 74/693974 | 06/26/1995 | 1967102 | 04/09/1996 |
| Rhino Entertainment Company | RHINO | 74/693972 | 06/26/1995 | 2240911 | 04/20/1999 |
| Rhino Entertainment Company | RHINO & DESIGN | 74/693973 | 06/26/1995 | 1967101 | 04/09/1996 |
| Rhino Entertainment Company | RHINO & DESIGN | 74/694022 | 06/26/1995 | 1971491 | 04/30/1996 |
| Rhino Entertainment Company | RHINO & DESIGN | 77/305850 | 10/17/2007 | 3435762 | 05/27/2008 |
| Rhino Entertainment Company | THE FAMILY DOG PRESENTS & DESIGN | 75/136977 | 07/22/1996 | 2103017 | 10/07/1997 |
| Rhino Entertainment Company | THE MONKEES | 72/241935 | 03/25/1966 | 0847385 | 04/09/1968 |
| Rhino Entertainment Company | THE MONKEES | 72/259379 | 11/25/1966 | 0848385 | 04/30/1968 |
| Rhino Entertainment Company | THE MONKEES | 77/322730 | 11/06/2007 | 3453505 | 06/24/2008 |
| Rhino Entertainment Company | THE MONKEES | 85/455437 | 10/25/2011 | | |
| Rykodisc, | CD CASE | 74/331497 | 11/16/1992 | 1837746 | 05/31/1994 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|---|----------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Incorporated | DESIGN (TRANSPARENT GREEN) | | | | |
| Rykodisc, Incorporated | HANNIBAL (WORD) | 74/281225 | 06/03/1992 | 1959494 | 03/05/1996 |
| Rykodisc, Incorporated | HANNIBAL RECORDS & DEVICE | 74/281224 | 06/03/1992 | 1963617 | 03/26/1996 |
| Rykodisc, Incorporated | RYKO & DESIGN | 73/691979 | 10/26/1987 | 1521609 | 01/24/1989 |
| Rykodisc, Incorporated | RYKO & DESIGN | 74/108456 | 10/23/1990 | 1700253 | 07/14/1992 |
| Rykodisc, Incorporated | RYKO (WORD) | 74/108461 | 10/23/1990 | 1711260 | 09/01/1992 |
| Rykodisc, Incorporated | RYKODISC (WORD) | 73/691978 | 10/26/1987 | 1521608 | 01/24/1989 |
| Rykodisc, Incorporated | RYKODISC (WORD) | 74/208995 | 10/02/1991 | 1740989 | 12/22/1992 |
| Warner Bros. Records Incorporated | R LOGO | 73/213454 | 04/26/1979 | 1250980 | 09/13/1983 |
| Warner Bros. Records Incorporated | GIANT | 74/037873 | 03/13/1990 | 1706315 | 08/11/1992 |
| Warner Bros. Records Incorporated | GIANT & DESIGN | 75/511128 | 6/30/1998 | 2283035 | 10/05/1999 |
| Warner Bros. Records Incorporated | JG DESIGN | 78/351110 | 01/13/2004 | 3399356 | 03/18/2008 |
| Warner Bros. Records Incorporated | JG DESIGN | 78/351114 | 01/13/2004 | 3412609 | 04/15/2008 |
| Warner Bros. Records Incorporated | REPRISE | 73/213460 | 04/26/1979 | 1175896 | 11/03/1981 |
| Warner Bros. Records | REVOLUTION | 74/221882 | 11/15/1991 | 1893542 | 05/09/1995 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--|---|----------------------|-------------------------|-----------------------|--------------------------|
| Incorporated | | | | | |
| Warner/Chappell Production Music, Incorporated | 615 MUSIC | 77/895577 | 12/17/2009 | 3898916 | 01/04/2011 |
| Warner/Chappell Production Music, Incorporated | 615 MUSIC & DESIGN | 77/895583 | 12/17/2009 | 3898917 | 01/04/2011 |
| Warner/Chappell Production Music, Incorporated | GROOVE ADDICTS | 77/150028 | 04/05/2007 | 3355839 | 12/18/2007 |
| Warner/Chappell Production Music, Incorporated | GROOVE ADDICTS (STYLIZED) | 77/150055 | 04/05/2007 | 3358922 | 12/25/2007 |
| Warner/Chappell Production Music, Incorporated | MISCELLANEOUS DESIGN (DESIGN OF HUMAN MOUTHS – GROOVE ADDICTS LOGO) | 77/156728 | 04/13/2007 | 3359281 | 12/25/2007 |
| Warner/Chappell Production Music, Incorporated | SONG STREET RECORDS | 77/920179 | 01/26/2010 | 4016557 | 08/23/2011 |
| Warner/Chappell Production Music, Incorporated | SONG STREET RECORDS & DESIGN | 77/931044 | 02/08/2010 | 4016574 | 08/23/2011 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--|--------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| Warner/Chappell Production Music, Incorporated | WARNER CHAPPELL | 74/674144 | 05/15/1995 | 1985376 | 07/09/1996 |
| Warner/Chappell Production Music, Incorporated | WHO DID THAT MUSIC? | 77/156710 | 04/13/2007 | 3359277 | 12/25/2007 |
| Warner/Chappell Production Music, Incorporated | WHO DID THAT MUSIC? (STYLIZED) | 77/156723 | 04/13/2007 | 3359279 | 12/25/2007 |
| Warner Music Incorporated | FERVENT RECORDS | 76/229889 | 03/26/2001 | 2732893 | 07/01/2003 |
| Warner Music Incorporated | ROADRUNNER RECORDS (WORD) | 77/217627 | 06/28/2007 | 3391370 | 03/04/2008 |
| Warner Music Incorporated | SIGNMETO | 85/032543 | 05/07/2010 | 3893781 | 12/21/2010 |
| Warner Music Latina, Incorporated | WAPPO | 77/409624 | 02/29/2008 | 3690112 | 09/29/2009 |
| Warner Music Nashville LLC | 6P | 85/051455 | 06/01/2010 | 3904230 | 01/11/2011 |
| Warner-Elektra-Atlantic Corporation | CORDLES | 78/980529 | 08/18/2005 | 3522757 | 10/28/2008 |
| Warner-Elektra-Atlantic Corporation | MUSIC VIDEO INTERACTIVE | 77/145237 | 03/30/2007 | 3621118 | 05/12/2009 |
| Warner-Elektra-Atlantic Corporation | MVI | 77/145216 | 03/30/2007 | 3740360 | 01/19/2010 |

| <u>Grantor</u> | <u>Trademark</u> | <u>Application #</u> | <u>Application Date</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-------------------------------------|--|----------------------|-------------------------|-----------------------|--------------------------|
| Warner-Elektra-Atlantic Corporation | MVI MUSIC VIDEO INTERACTIVE AND DESIGN | 77/146407 | 04/02/2007 | 3680230 | 09/08/2009 |
| WEA International Incorporated | EASTWEST & EW LOGO | 74/061192 | 05/21/1990 | 1795621 | 09/28/1993 |
| WEA International Incorporated | SONGS YOU KNOW | 77/045954 | 11/16/2006 | 3404179 | 04/01/2008 |
| WEA International Incorporated | WEA LOGO | 73/408557 | 01/07/1983 | 1301320 | 10/23/1984 |
| WBR/Sire Ventures Incorporated | SIRE & S DESIGN | 74/298917 | 07/27/1992 | 1803119 | 11/09/1993 |