

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE HARRY FOX AGENCY LLC		11/24/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3530060	EMECHANICAL
Registration Number:	3582253	ESONG
Registration Number:	4313452	ESYNCH
Registration Number:	2422834	HFA
Registration Number:	2782585	HFA
Registration Number:	4285657	RIGHTS. SIMPLIFIED.
Registration Number:	3273353	SONGFILE
Registration Number:	2385258	THE HARRY FOX AGENCY, INC.

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

CH \$215.00 3530060

ATTORNEY DOCKET NUMBER:	37427/37
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	04/19/2016

Total Attachments: 5

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SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 24, 2015, is entered into by The Harry Fox Agency LLC, a Delaware limited liability company (the "Grantor") and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Security Agreement, dated as of April 22, 2015 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Security Agreement"), among SESAC Holdco II LLC, a Delaware limited liability company, SESAC Holdco I LLC, a Delaware limited liability company, the Grantors, the other grantors party thereto and the Secured Party.

WHEREAS, pursuant to the Security Agreement, the Grantor granted a security interest to the Secured Party in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

WHEREAS, SESAC Expanded Services, LLC, a Delaware limited liability company, acquired 100% of the membership interests of the Grantor pursuant to that certain Membership Interest Purchase Agreement dated as of June 30, 2015 (the "**Membership Interest Purchase Agreement**") by and among the National Music Publishers' Association, Inc., a Delaware non-stock corporation, SESAC Expanded Services, LLC, a Delaware limited liability company and solely for the purpose of Section 11.18 of the Membership Interest Purchase Agreement, SESAC Holdings, Inc., a New York corporation.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks, including all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the

event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed
by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

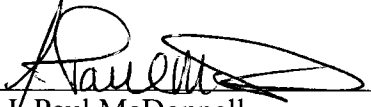
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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

THE HARRY FOX AGENCY LLC,
as Grantor

By: *Kelli Turner*
Name: Kelli Turner
Title: Vice President

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE A
TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg Date / Reg No.</u>
USA	EMECHANICAL	11/11/2008 Reg. No: 3,530,060
USA	ESONG	3/3/2009 Reg. No: 3,582,253
USA	ESYNCH	4/2/2013 Reg. No: 4,313,452
USA	HFA	1/23/2001 Reg. No: 2,422,834
USA	HFA AND DESIGN	11/11/2003 Reg. No: 2,782,585
USA	RIGHTS SIMPLIFIED	2/5/2013 Reg. No: 4,285,657
USA	SONGFILE	8/7/2007 Reg. No: 3,273,353
USA	THE HARRY FOX AGENCY, INC.	9/12/2000 Reg. No: 2,385,258