

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		08/09/2019	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	SESAC, Inc.
Street Address:	35 Music Square East
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	Corporation: NEW YORK
Name:	SESAC LLC
Street Address:	35 Music Square East
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	Limited Liability Company: DELAWARE
Name:	The Harry Fox Agency LLC
Street Address:	40 Wall Street
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Limited Liability Company: DELAWARE
Name:	Rumblefish, Inc.
Street Address:	35 Music Square East
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	Corporation: DELAWARE
Name:	Christian Copyright Licensing International, Inc.

OP \$715.00 4738281

Street Address:	S.E. Mill Plain Blvd
Internal Address:	Suite 150
City:	Vancouver
State/Country:	WASHINGTON
Postal Code:	98683
Entity Type:	Corporation: OREGON

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4738281	SESAC
Registration Number:	5011368	SESAC
Registration Number:	4337612	SESAC
Registration Number:	2888403	SESAC LATINA
Registration Number:	4541496	FROM SOUND CHECK TO ROYALTY CHECK
Registration Number:	4541495	WRITE, PLAY & GET PAID.
Registration Number:	4541494	YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.
Registration Number:	4670007	MS. MELODY & MR. LYRIC
Registration Number:	3530060	EMECANICAL
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.
Registration Number:	3549058	RUMBLEFISH
Registration Number:	4168302	FRIENDLY MUSIC
Registration Number:	4268557	MICROSYNC
Registration Number:	4685416	RADKEY
Registration Number:	2212284	
Registration Number:	2197307	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	3806681	CCLI
Registration Number:	3806873	CHRISTIAN COPYRIGHT LICENSING INTERNATIO
Registration Number:	3812489	CHURCH COPYRIGHT LICENSE
Registration Number:	2519235	SONGSELECT
Registration Number:	4118187	S
Serial Number:	86750552	C

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1117512 TM 1L
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NAME OF SUBMITTER:	Sonya Jackman
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SIGNATURE:	/Sonya Jackman/
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DATE SIGNED:	08/12/2019
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Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of August 9, 2019 (“Effective Date”), by JEFFERIES FINANCE LLC, as collateral agent (the “Collateral Agent”), in favor of SESAC, INC., SESAC LLC, THE HARRY FOX AGENCY LLC, RUMBLEFISH, INC. and CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL, INC. (individually, a “Grantor”, and, collectively, the “Grantors”). Capitalized terms used but not herein defined, have the meanings set forth in the Trademark Security Agreement and Security Agreement referenced below, as applicable.

WHEREAS, the Grantors are parties to that certain First Lien Security Agreement, dated as of February 23, 2017 (as amended, modified, refinanced and/or restated from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver the Trademark Security Agreement, dated as of February 23, 2017, by Grantors, in favor of Collateral Agent (“Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered the Trademark Security Agreement to the Collateral Agent for purposes of filing with the United States Trademark and Trademark Office (“USPTO”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and a security interest in and to all of each Grantor’s right, title and interest, including goodwill, in, to and under all the Collateral (excluding the Excluded Assets) of such Grantor, including all Trademarks of such Grantor (collectively, the “Trademarks”), which includes those United States Trademark registrations and applications listed on the attached Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the USPTO on February 24, 2017 at Reel/Frame 5995/0208; and

WHEREAS, the Collateral Agent wishes to release its security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for itself and on behalf of the Secured Parties (as defined in the Credit Agreement), hereby irrevocably terminates, releases and discharges any security interest in and lien upon the Trademarks, and assigns, transfers, and conveys to the Grantors any and all right, title or interest in, or to, the Trademarks that the Collateral Agent may hold.

Collateral Agent agrees, at the Grantors’ expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.


Collateral Agent authorizes and requests that the Commissioner of the USPTO and any other applicable governmental authority record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by and constructed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed, by its duly authorized representative effective as of the Effective Date.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 006717 FRAME: 0797

SCHEDULE A

Trademark Registrations and Applications

	Owner	Mark	App. No.	Reg. No.
1.	SESAC, Inc.	SESAC & DESIGN	86385496	4,738,281
2.	SESAC, Inc.	SESAC & DESIGN	86766989	5,011,368
3.	SESAC, Inc.	SESAC	85672699	4,337,612
4.	SESAC LLC as assignee of SESAC, Inc.	SESAC LATINA	76500829	2,888,403
5.	SESAC, Inc.	FROM SOUND CHECK TO ROYALTY CHECK	85695932	4,541,496
6.	SESAC, Inc.	WRITE, PLAY & GET PAID.	85695892	4,541,495
7.	SESAC, Inc.	YOUR MUSIC. YOUR RIGHTS. YOUR MONEY.	85695841	4,541,494
8.	SESAC, Inc.	MS. MELODY & MR. LYRIC	86166042	4,670,007
9.	The Harry Fox Agency LLC	EMECHANICAL	77307956	3,530,060
10.	The Harry Fox Agency LLC	ESONG ¹	77307948	3,582,253
11.	The Harry Fox Agency LLC	ESYNCH	85124785	4,313,452
12.	The Harry Fox Agency LLC	HFA	75724785	2,422,834
13.	The Harry Fox Agency LLC	HFA & DESIGN	76298761	2,782,585
14.	The Harry Fox Agency LLC	RIGHTS. SIMPLIFIED.	85645640	4,285,657
15.	The Harry Fox Agency LLC	SONGFILE	77000525	3,273,353
16.	The Harry Fox Agency LLC	THE HARRY FOX AGENCY	75723642	2,385,258
17.	Rumblefish, Inc.	RUMBLEFISH	77313953	3,549,058
18.	Rumblefish, Inc.	FRIENDLY MUSIC	77847935	4,168,302
19.	Rumblefish, Inc.	MICROSYNC	77847940	4,268,557
20.	Rumblefish, Inc.	RADkey	85955671	4,685,416

¹ Subject to a co-existence agreement.

	Owner	Mark	App. No.	Reg. No.
21.	Christian Copyright Licensing International, Inc.	STYLIZED C LOGO	86750552	Pending: published for opposition in December 2016
22.	Christian Copyright Licensing International, Inc.	NOTE DESIGN	75264671	2,212,284
23.	Christian Copyright Licensing International, Inc.	CCLI	75264672	2,197,307
24.	Christian Copyright Licensing International, Inc.	CCLI	77860923	3,806,681
25.	Christian Copyright Licensing International, Inc.	CHRISTIAN COPYRIGHT LICENSING INTERNATIONAL	77864227	3,806,873
26.	Christian Copyright Licensing International, Inc.	CHURCH COPYRIGHT LICENSE	77422848	3,812,489
27.	Christian Copyright Licensing International, Inc.	SONGSELECT	75840924	2,519,235
28.	Christian Copyright Licensing International, Inc.	STYLIZED MUSIC NOTE	85376252	4,118,187