

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| Capitol Records, LLC | | 02/25/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| Narada Productions, Inc. | | 02/25/2010 | CORPORATION: WISCONSIN |
| Caroline Records, Inc. | | 02/25/2010 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------------------|
| Name: | Citibank, N.A., London Branch |
| Street Address: | Citigroup Centre, Canada Square |
| Internal Address: | Canary Wharf |
| City: | London |
| State/Country: | UNITED KINGDOM |
| Postal Code: | E14 5LB |
| Entity Type: | National Association: UNITED KINGDOM |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Serial Number: | 77492925 | CAPITOL |
| Registration Number: | 2267047 | |
| Registration Number: | 3689101 | CAPITOL |
| Registration Number: | 2657396 | CRESCENT CITY SOUL |
| Registration Number: | 2034589 | B |
| Registration Number: | 2072748 | FUNKDAMENTALS |
| Registration Number: | 3006385 | GOT HITS! |
| Registration Number: | 2065736 | GUARDIAN |
| Registration Number: | 2201731 | HOLLYWOOD AND VINE |
| Serial Number: | 72410934 | LEGENDARY MASTERS |
| Registration Number: | 2707294 | PARA SEMPRE |

OP \$540.00 77492925

900156647

**TRADEMARK
 REEL: 004164 FRAME: 0001**

| | | |
|----------------------|----------|--------------------------|
| Registration Number: | 1717593 | SBK RECORDS |
| Registration Number: | 1895995 | SHELTER |
| Registration Number: | 1024563 | SILVER SPOTLIGHT |
| Registration Number: | 2036927 | SILVER SPOTLIGHT RECORDS |
| Registration Number: | 2582219 | SOLO LO MEJOR 20 EXITOS |
| Serial Number: | 77492921 | |
| Registration Number: | 3424098 | U+ELEMENT |
| Registration Number: | 1061172 | XDR |
| Registration Number: | 3676023 | NARADA |
| Serial Number: | 77638326 | CAROLINE DISTRIBUTION |

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.225.2772
Email: psen@cgsh.com
Correspondent Name: Pia Sen, CGSH LLP
Address Line 1: 1 Liberty Plaza
Address Line 2: Floor 37 N
Address Line 4: New York, NEW YORK 10006

DOMESTIC REPRESENTATIVE

Name: Citigroup, N.A., London Branch
Address Line 1: 388 Greenwich Street
Address Line 4: New York, NEW YORK 10013

| | |
|--------------------|------------|
| NAME OF SUBMITTER: | Pia Sen |
| Signature: | /Pia Sen/ |
| Date: | 03/09/2010 |

Total Attachments: 5
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**TRADEMARK SECURITY AGREEMENT
(for Recorded Music Entities)**

THIS TRADEMARK SECURITY AGREEMENT made as of this 25 day of February 2010 (the "Agreement")

By and among:

The Grantors (as defined herein)
-and-
the Security Agent (as defined herein)

WHEREAS, in accordance with the **AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT** originally dated September 17, 2007 and amended and restated on January 28, 2008 (as further amended from time to time, the "**Pledge and Security Agreement**"), between, among others, Capitol Records, LLC, Narada Productions, Inc. and Caroline Records, Inc. (each, a "**Grantor**"), and Citibank, N.A., London Branch, as Security Agent for the Secured Parties (together with its permitted successors in such capacity as the Security Agent, the "**Security Agent**"), each Grantor has agreed to grant to the Security Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Trademarks.

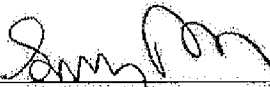
NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows.

- A Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement.
- B As security for the prompt and complete payment or performance in full when due of the Secured Obligations with respect to every Obligor, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Security Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the Trademarks (including, without limitation, those applications and registrations listed on Schedule I attached hereto).
- C This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations and does not create an ownership interest of the Security Agent in the Trademarks. Upon termination of the Pledge and Security Agreement, the Security Agent shall, upon such satisfaction and at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Security Agent shall reasonably cooperate with any efforts made by the Grantors to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral
- D The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Security Agent and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Security Agent and Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference.


E. This 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 instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CAPITOL RECORDS, LLC

By 
Name *SUSAN FEINGOLD*
Title: *SECRETARY*

NARADA PRODUCTIONS, INC.

By 
Name *SUSAN FEINGOLD*
Title *SECRETARY*

CAROLINE RECORDS, INC.

By 
Name *SUSAN FEINGOLD*
Title: *SECRETARY*

CITIBANK, N.A., LONDON BRANCH,
as the Security Agent

By 
Name: **Peter Larsen**
Title: **Vice President**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAPITOL RECORDS, LLC

By _____
Name
Title


NARADA PRODUCTIONS, INC.

By _____
Name
Title

CAROLINE RECORDS, INC.

By _____
Name
Title

**CITIBANK, N.A., LONDON BRANCH,
as the Security Agent**

By  _____
Name. Peter Larsen
Title. Vice President

**SCHEDULE I
TRADEMARKS**

| Trademark Owner | Trademark | Application No. | Registration No. | Registration Date | Classes | Status |
|--------------------------|--|-----------------|------------------|-------------------|----------------------------------|------------|
| Capitol Records, LLC | BLUE NOTE | 79059676 | 979251 | 25 April 2008 | 6, 9, 11, 15, 16, 20, 28, 35, 41 | Registered |
| Capitol Records, LLC | CAPITOL | 77492925 | N/A | N/A | 9, 16, 25, 35, 41 | Pending |
| Capitol Records, LLC | CAPITOL SPECIAL MARKETS OUTLINE PLATTER DESIGN | 75497020 | 2267047 | 3 August 1999 | 9 | Registered |
| Capitol Records, LLC | CAPITOL WORD IN SCRIPT | 77689952 | 3689101 | 29 September 2009 | 9 | Registered |
| Capitol Records, LLC | CRESCENT CITY SOUL | 76357745 | 2657396 | 3 December 2002 | 9 | Registered |
| Capitol Records, LLC | EIGHTH NOTE LOGO | 75/975537 | 2034589 | 28 January 1997 | 9 | Registered |
| Capitol Records, LLC | FUNKDAMENTALS | 75/023885 | 2072748 | 17 June 1997 | 9 | Registered |
| Capitol Records, LLC | GOT HITS IN THE FORM GO! HITS! | 78208575 | 3006385 | 11 October 2005 | 9 | Registered |
| Capitol Records, LLC | GUARDIAN AND DESIGN | 74/709492 | 2065736 | 27 May 1997 | 9 | Registered |
| Capitol Records, LLC | HOLLYWOOD AND VINE | 75/069082 | 2201731 | 3 November 1998 | 9, 35, 41 | Registered |
| Capitol Records, LLC | LEGENDARY MASTERS | 72410934 | 960912 | 12 June 1973 | 9 | Registered |
| Capitol Records, LLC | PARA SEMPRE | 78/144390 | 2707294 | 15 April 2003 | 9 | Registered |
| Capitol Records, LLC | SBK RECORDS AND STAR DEVICE | 74092693 | 1717593 | 22 September 1992 | 9 | Registered |
| Capitol Records, LLC | SHELTER | 74/491387 | 1895995 | 30 May 1995 | 9 | Registered |
| Capitol Records, LLC | SILVER SPOTLIGHT | 31346 | 1024563 | 11 November 1975 | 9 | Registered |
| Capitol Records, LLC | SILVER SPOTLIGHT RECORDS WORDS AND CAR DESIGN | 75/045796 | 2036927 | 11 February 1997 | 9 | Registered |
| Capitol Records, LLC | SOLO LO MEJOR 20 EXITOS AND DEVICE | 76/325686 | 2582219 | 18 June 2002 | 9 | Registered |
| Capitol Records, LLC | TOWER DESIGN | 77492921 | N/A | N/A | 9, 16, 25, 35, 41 | Pending |
| Capitol Records, LLC | U+ELEMENT | 78/550370 | 3424098 | 6 May 2008 | 9 | Registered |
| Capitol Records, LLC | XDR | 73/095387 | 1061172 | 15 March 1977 | 9 | Registered |
| Narada Productions, Inc. | NARADA | 77669480 | 3676023 | 1 September 2009 | 9 | Registered |
| Caroline Records, Inc. | CAROLINE DISTRIBUTION | 77638326 | N/A | N/A | 35, 38, 41, 42 | Pending |