

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362896

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900343200

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMI ENTERTAINMENT WORLD INC., as the U.S. Grantor		10/22/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as Administrative Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	a Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4211930	WHERE SONGS LIVE

CORRESPONDENCE DATA

Fax Number: 92626
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.
Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038266-0248
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	11/18/2015

Total Attachments: 9

source=EMI - resubmit for US grantor#page1.tif
source=EMI - resubmit for US grantor#page2.tif
source=EMI - resubmit for US grantor#page3.tif

source=EMI - resubmit for US grantor#page4.tif
source=EMI - resubmit for US grantor#page5.tif
source=EMI - resubmit for US grantor#page6.tif
source=EMI - resubmit for US grantor#page7.tif
source=EMI - resubmit for US grantor#page8.tif
source=EMI - resubmit for US grantor#page9.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMI ENTERTAINMENT WORLD INC., as the U.S. Grantor		10/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as Administrative Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	a Swiss banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4211930	WHERE SONGS LIVE	
CORRESPONDENCE DATA			
Fax Number:	92626		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<i>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.</i>			
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0248		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/kja/		
Date:	11/04/2015		

Total Attachments: 6

source=EMI tmk 2015 agreement#page1.tif
source=EMI tmk 2015 agreement#page2.tif
source=EMI tmk 2015 agreement#page3.tif
source=EMI tmk 2015 agreement#page4.tif
source=EMI tmk 2015 agreement#page5.tif
source=EMI tmk 2015 agreement#page6.tif

RECEIPT INFORMATION

ETAS ID: TM361170
Receipt Date: 11/04/2015
Fee Amount: \$40

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*"), dated as of October 22, 2015, is made by EMI Entertainment World Inc. (the "*US Grantor*") and EMI Music Publishing Limited (the "*UK Grantor*" and, together with the US Grantor, each a "*Grantor*" and, together, the "*Grantors*") in favor of UBS AG, STAMFORD BRANCH., as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to that certain (i) Amended and Restated Credit Agreement, dated as of August 20, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among MTL Publishing LLC, a Delaware limited liability company (the "*Company*"), EMI Music Publishing Group North America Holdings Inc., a Delaware corporation ("*EMIGNAH*" and, together with the Company, collectively, the "*Borrowers*" and each individually, a "*Borrower*"), DH Publishing, L.P., a Cayman Islands exempted limited partnership, acting by its General Partners, the Lenders party thereto from time to time, the Administrative Agent and the other agents named therein, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or in such Secured Cash Management Agreements, as applicable.

WHEREAS, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, the US Grantor has executed and delivered that certain Security Agreement, dated as of June 29, 2012, made by the US Grantor to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*US Security Agreement*") and the UK Grantor has executed and delivered that certain Debenture, dated as of June 29, 2012, made by the UK Grantor to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*UK Debenture*" and, together with the US Security Agreement, the "*Security Agreements*").

WHEREAS, under the terms of the Security Agreements, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement or the Security Agreements and not otherwise defined herein are used herein as defined in the Credit Agreement or the applicable Security Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of the

Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks registrations, together with all goodwill related thereto, set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

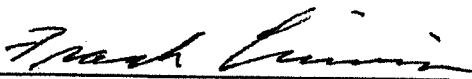
SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreements. This Trademark Security Agreement has been entered into in conjunction with the provisions of the applicable Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


EMI ENTERTAINMENT WORLD INC., as the US
Grantor

By: 
Name: Frank Crimmins
Title: Vice President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005670 FRAME: 0993

EMI MUSIC PUBLISHING LIMITED,
as the UK Grantor

By: 
Name: Frank Crimmins
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

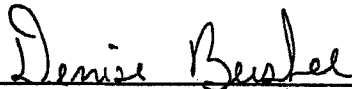
TRADEMARK
REEL: 005670 FRAME: 0994

UBS AG, STAMFORD BRANCH, as Administrative Agent

By:  _____

Name: Darlene Arias

Title: Director

By:  _____

Name: Denise Bushee


Title: Associate Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 005670 FRAME: 0995

SCHEDULE A

I. UK GRANTOR

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
	79053932	03/27/2008	03623172	05/19/2009

II. US GRANTOR

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
WHERE SONGS LIVE	77358555	12/21/2007	4211930	09/25/2012
	77054000	11/30/2006	3866220	10/26/2010