



Registration of a Charge

Company Name: **BOOSEY & CO.,LIMITED**

Company Number: **00252082**



Received for filing in Electronic Format on the: **25/09/2023**

XCCS0P2X

Details of Charge

Date of creation: **13/09/2023**

Charge code: **0025 2082 0008**

Persons entitled: **FIFTH THIRD BANK, NATIONAL ASSOCIATION (AS ADMINISTRATIVE AGENT FOR THE LENDERS (AS DEFINED IN THE INSTRUMENT)).**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN IDENTIFIED. FOR FULL DETAILS OF THE CHARGES AND FIXED SECURITY, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANTHONY MARCOU, SOLICITOR, DLA PIPER UK LLP, LONDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 252082

Charge code: 0025 2082 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2023 and created by BOOSEY & CO., LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2023 .

Given at Companies House, Cardiff on 27th September 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to s859G of the Companies Act 2006, this is a true, complete and correct copy of the original instrument.

Execution Version

Date: 25 September 2023

Signed: 

TRADEMARK SECURITY AGREEMENT

DLA Piper UK LLP

as of September 13, 2023

WHEREAS, pursuant to the terms of that certain Credit, Security, Pledge and Guaranty Agreement, dated as of September 13, 2023, as it may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement) by and among Concord Ops Holdings LLC, a Delaware limited liability company, as borrower (the "Borrower"), each of the Guarantors party thereto from time to time, each of the financial institutions party thereto from time to time (the "Lenders"), and Fifth Third Bank, National Association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank, the Lenders have agreed to make Loans to the Borrower;

WHEREAS, the Borrower and Guarantors (each, a "Grantor", collectively, the "Grantors") now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, to the extent of the applicable Grantor's rights, title and interest therein but in all cases excluding Excluded Assets, the Trademarks listed on Schedule 1 annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors organized under the laws of the United States have granted a first priority security interest to the Administrative Agent, for the benefit of the Secured Parties, in and to all personal property of such Grantors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Grantors in, to and under all of such Grantors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule 2 hereto), whether or not in possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, in each case subject only to Permitted Encumbrances; and

WHEREAS, pursuant to the terms of that certain Debenture, dated September 13, 2023, (as it may be amended, supplemented or otherwise modified, renewed, restated or replaced

from time to time, the Debenture”) by and between the UK Guarantors from time to time party thereto, as Chargors and the Administrative Agent, the Grantors organized in England and Wales have granted fixed and floating charges to the Administrative Agent, for the benefit of the Secured Parties, over all of their respective assets and undertaking, including, without limitation, all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each such Grantor in, or relating to trademarks (which may now or in the future subsist), whether registered or unregistered (including, without limitation, those Trademark licenses listed on Schedule 2 hereto) and the benefit of all applications and rights to use such assets (which may now or in the future subsist) and all proceeds of sale thereof or income therefrom, together with the goodwill of such Grantor's business, but in all cases excluding Excluded Assets, as continuing security for the payment and discharge of the Obligations.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

(i) each Grantor does hereby grant a first priority security interest to the Administrative Agent, for the benefit of the Secured Parties, in and to all such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Grantor, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with their guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances.

(ii) For purposes hereof, the term “Trademark Collateral” shall include all of the items and/or types of property listed in (i) through (iii) below:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement or the Debenture, as applicable. Each of the Grantors and the Administrative Agent further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement or the Debenture, as applicable, and are subject

to the limitations set forth in the Credit Agreement or the Debenture, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Revolving Credit Commitments to make Loans under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (for the benefit of the Secured Parties) shall promptly execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments requested by the Grantors, as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which any Grantor is a party, such Grantor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly Authorized Officer as of the date first set forth above.

GRANTORS:

CONCORD OPS HOLDINGS LLC

By: _____

Name: Kent Hoskins

Title: Authorized Person

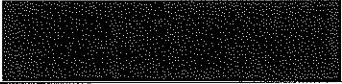
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CONCORD RECORDED MUSIC 1 LLC
PULSE RECORDS, LLC
KIDZ BOP ENTERPRISES LLC
KIDZ BOP LIVE LLC
CONCORD PUBLISHING, LLC
BOOSEY & HAWKES HOLDINGS LLC
B&H MUSIC PUBLISHING INC.
PULSE 2.0, LLC
CONCORD COMPOSITIONS 1 LLC
CONCORD SPECIAL PURPOSE
ACQUISITION COMPANY, LLC
CONCORD SPECIAL PURPOSE
ACQUISITION COMPANY 2.0, LLC
RODGERS & HAMMERSTEIN HOLDINGS
LLC
CONCORD THEATRICALS CORP.
SAMUEL FRENCH, INC.
R & H PARTNER I LLC
R & H PARTNER II LLC
TAMS-WITMARK LLC

By: _____

Name: Kent Hoskins

Title: Authorized Person

CONCORD THEATRICALS LIMITED

By: 

Name: Kent Hoskins

Title: Director

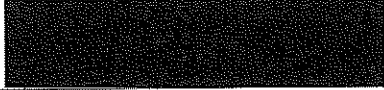
SAMUEL FRENCH LIMITED

By: _____

Name: Kent Hoskins

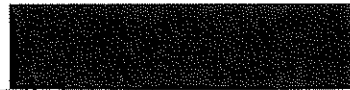
Title: Director

BOOSEY & HAWKES HOLDINGS LIMITED

By: 
Name: Kent Hoskins
Title: Director

**CLASSIC COPYRIGHT (HOLDINGS)
LIMITED**

By: _____



Name: Kent Hoskins

Title: Director

CLASSIC COPYRIGHT LIMITED

By: _____

Name: Kent Hoskins

Title: Director

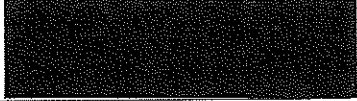
BOOSEY & HAWKES LIMITED

By: _____

Name: Kent Hoskins

Title: Director

**BOOSEY & HAWKES GROUP SERVICES
LIMITED**

By: 
Name: Kent Hoskins
Title: Director

**BOOSEY & HAWKES MUSIC PUBLISHERS
LIMITED**

By: _____

Name: Kent Hoskins

Title: Director

ANGLO-SOVIET MUSIC PRESS LIMITED

By: 
Name: Kent Hoskins
Title: Director

ANTON J. BENJAMIN LIMITED

By: _____

Name: Kent Hoskins

Title: Director

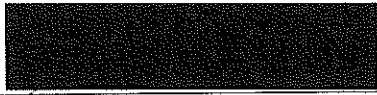
**BOOSEY & HAWKES MULTIMEDIA
LIMITED**

By: _____

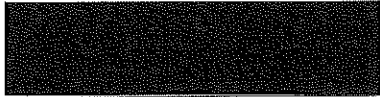
Name: Kent Hoskins

Title: Director

3RD AUDIO LIMITED

By: 
Name: Kent Hoskins
Title: Director

BIG PICTURE MUSIC LTD.

By: 

Name: Kent Hoskins

Title: Director

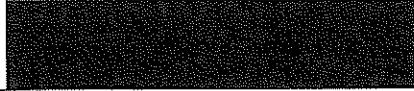
BOOSEY & CO., LIMITED

By: _____

Name: Kent Hoskins

Title: Director

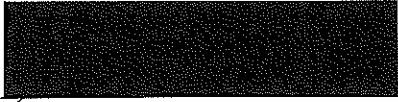
BOOSEYTONES LIMITED

By: 

Name: Kent Hoskins

Title: Director

**BRITISH STANDARD MUSIC COMPANY
LIMITED**

By: 
Name: Kent Hoskins
Title: Director

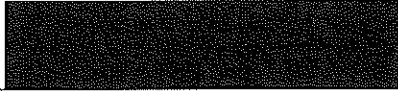
HAWKES & SON (LONDON) LIMITED

By: _____

Name: Kent Hoskins

Title: Director

HENDON MUSIC LIMITED

By: 
Name: Kent Hoskins
Title: Director

SCHAUER & MAY LIMITED

By: 
Name: Kent Hoskins
Title: Director

BOOSEY & HAWKES KJM LIMITED

By: 
Name: Kent Hoskins
Title: Director

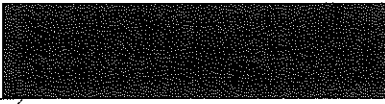
BOOSEY & HAWKES Z LIMITED

By: 
Name: Kent Hoskins
Title: Director

CONCORD CREATIVE SERVICES LTD

By: 
Name: ~~Kent~~ Hoskins
Title: Director

LAFLEUR MUSIC LTD

By: 

Name: Kent Hoskins

Title: Director

LIME GREEN MUSIC LTD

By: _____

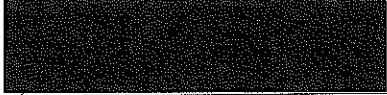
Name: Kent Hoskins

Title: Director

MELON YELLOW MUSIC LIMITED

By: 
Name: Kent Hoskins
Title: Director

**UNITED NATIONS MUSIC PUBLISHING
LIMITED**

By: 

Name: Kent Hoskins
Title: Director

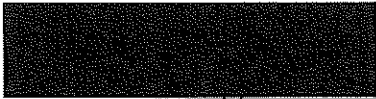
WINTHROP ROGERS, LIMITED

By: _____

Name: ~~Kent~~ Hoskins
Title: Director

ACCEPTED:

Fifth Third Bank, National Association,
as Administrative Agent

By: 

Name: Andrew Hensley

Title: Managing Director

Schedule 1

Trademarks

Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
Kidz Bop Enterprises LLC	US Federal	LULLAPOP LULLABIES	6249291 January 19, 2021
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP	2953747 May 17, 2005
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP KIDS	3059071 February 14, 2006
Kidz Bop Enterprises LLC	US Federal	SUNG BY KIDS FOR KIDS	2988362 August 23, 2005
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP	3298693 September 25, 2007
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP KIDS	4317364 April 9, 2013
Kidz Bop Enterprises LLC	US Federal		4560519 July 1, 2014
Kidz Bop Enterprises LLC	US Federal		4560518 July 1, 2014
Kidz Bop Enterprises LLC	US Federal	SUNG BY KIDS FOR KIDS	3659970 July 28, 2009
Kidz Bop Enterprises LLC	US Federal		2677561 January 21, 2003

Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
Kidz Bop Enterprises LLC	US Federal	KIDZ BOP	2538339 February 12, 2002
Kidz Bop Enterprises LLC	US Federal	RAZOR & TIE	2105111 October 14, 1997
Rodgers & Hammerstein Holdings LLC	US Federal		1736241 December 1, 1992
Rodgers & Hammerstein Holdings LLC	US Federal	HAPPY TALK	1884962 March 21, 1995
Rodgers & Hammerstein Holdings LLC	US Federal		1891058 April 25, 1995
Rodgers & Hammerstein Holdings LLC	US Federal		3122378 August 1, 2006
Rodgers & Hammerstein Holdings LLC	US Federal		3122377 August 1, 2006
Rodgers & Hammerstein Holdings LLC	US Federal	RODGERS & HAMMERSTEIN	1347361 July 9, 1985
Rodgers & Hammerstein Holdings LLC	US Federal	RODGERS & HAMMERSTEIN	1331321 April 16, 1985
Rodgers & Hammerstein Holdings LLC	US Federal	RODGERS & HAMMERSTEIN	1316063 January 22, 1985
Rodgers & Hammerstein Holdings LLC	US Federal	SOUTH PACIFIC	1414921 October 28, 1986
Rodgers & Hammerstein Holdings LLC	US Federal	THE KING AND I	1371381 November 19, 1985

Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	US Federal	BOOSEY & HAWKES	2174183 July 21, 1998
Rodgers & Hammerstein Holdings LLC	US Federal	CAROUSEL	1612889 September 11, 1990
Rodgers & Hammerstein Holdings LLC	US Federal		3390621 March 4, 2018
Rodgers & Hammerstein Holdings LLC	US Federal		1744458 January 5, 1993
Rodgers & Hammerstein Holdings LLC	US Federal	THE KING AND I	2505080 November 6, 2001
Rodgers & Hammerstein Holdings LLC	US Federal	THE SOUND OF MUSIC	1732991 November 17, 1992
Rodgers & Hammerstein Holdings LLC	US Federal	THE SOUND OF MUSIC	1738432 December 8, 1992
Rodgers & Hammerstein Holdings LLC	US Federal		1715564 September 15, 1992

Schedule 2

Trademark Licenses

1. License from CYPR, LLC to Pulse Records, LLC pursuant to the Amended and Restated Limited Liability Company Agreement of Pulse Records, LLC, dated November 10, 2022 (the “**Pulse Records License**”).
2. License from CYPMP, LLC to Pulse 2.0, LLC pursuant to (a) the Second Amended and Restated Limited Liability Company Agreement of Pulse 2.0, LLC, dated January 4, 2023 and (b) that certain Contribution Agreement for Pulse 2.0, LLC, dated as of January 6, 2020, by and between CYPMP, LLC, as contributor and Pulse 2.0, LLC as company, as amended by that certain Contribution Agreement, dated January 4, 2023 (collectively, the “**Pulse 2.0 License**”, and together with the Pulse Records License, the “**Pulse Licenses**”).