



Registration of a Charge

Company name: **DEAMON LIMITED**

Company number: **05693726**



XA03SCW8

Received for Electronic Filing: **12/03/2021**

Details of Charge

Date of creation: **01/03/2021**

Charge code: **0569 3726 0001**

Persons entitled: **JPMORGAN CHASE BANK, N.A. (AS ADMINISTRATIVE AGENT)**

Brief description: **1. GRANTOR: DEAMON LIMITED; COUNTRY: US; SONG TITLE: WRECKING BALL; WRITER(S): SACHA SKARBEK. 2. GRANTOR: DEAMON LIMITED; COUNTRY: US; SONG TITLE: YOU'RE BEAUTIFUL; WRITER(S): SACHA SKARBEK.**

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 S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

GREENBERG TRAURIG, LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5693726

Charge code: 0569 3726 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2021 and created by DEAMON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2021 .

Given at Companies House, Cardiff on 15th March 2021

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

SUPPLEMENT No. 2 TO PLEDGE AND SECURITY AGREEMENT

Reference is hereby made to the Amended and Restated Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), dated as of April 2, 2020 by and among by and among the parties listed on the signature pages thereof, as “Grantors”, and certain other entities which become parties to the Security Agreement from time to time, including, without limitation, those that become party thereto by executing a Security Agreement Supplement in substantially the form hereof (such parties, including the undersigned, the “*Grantors*”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “*Administrative Agent*”), for the benefit of the Secured Parties under the Credit Agreement. Each capitalized term used herein and not defined herein shall have the meanings given to it in the Security Agreement.

By its execution below, the undersigned, Robot of the Century Music Publishing Company, Inc., a New York corporation (“*ROTC*”), Kennedy Publishing & Productions Limited, a limited company established and existing under the laws of England and Wales (“*Kennedy*”), and Deamon Limited, a limited company established and existing under the laws of England and Wales (“*Deamon*”, and together with ROTC and Kennedy, each a “*New Grantor*”) each agree to become, and do hereby become, a Grantor under the Security Agreement and agree to be bound by such Security Agreement as if originally a party thereto. Each New Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (except as permitted by Section 4.1(e) of the Security Agreement) in all of said New Grantor’s right, title and interest in and to the Collateral, whether now owned or hereafter acquired, to secure the prompt and complete payment and performance of the Secured Obligations.

By its execution below, each New Grantor represents and warrants as to itself that all of the representations and warranties contained in the Security Agreement are true and correct in all respects as of the date hereof. Each New Grantor represents and warrants that the supplements to the Exhibits to the Security Agreement attached hereto are true and correct in all respects and such supplements set forth all information required to be scheduled under the Security Agreement. Each New Grantor shall take all steps necessary to perfect, in favor of the Administrative Agent, a first-priority security interest (except as permitted by Section 4.1(e) of the Security Agreement) in and lien against said New Grantor’s Collateral, including, without limitation, delivering all certificated Pledged Collateral to the Administrative Agent (and other Collateral required to be delivered under the Security Agreement), and taking all steps necessary to properly perfect the Administrative Agent’s interest in any uncertificated Pledged Collateral.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the undersigned have executed and delivered this
Supplement No. 2 to Pledge and Security Agreement as of this 1st day of
March, 2021.

**ROBOT OF THE CENTURY MUSIC
PUBLISHING COMPANY, INC**

✓ By: _____
Name: Kenneth MacPherson
Title: Director

**KENNEDY PUBLISHING &
PRODUCTIONS LIMITED**

By: _____
Name: _____
Title: _____

DEAMON LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed and delivered this
Supplement No. 2 to Pledge and Security Agreement as of this 1st day of
March, 2021.

**ROBOT OF THE CENTURY MUSIC
PUBLISHING COMPANY, INC.**

By: _____
Name: _____
Title: _____

**KENNEDY PUBLISHING &
PRODUCTIONS LIMITED**

By: _____
Name: L. HOWE
Title: DIRECTOR

DEAMON LIMITED

By: _____
Name: L. HOWE
Title: DIRECTOR

EXHIBIT A
(See Sections 3.2, 3.3, 3.4, 3.9 and 8.1 of Security Agreement)

INFORMATION AND COLLATERAL LOCATIONS OF ROBOT OF THE CENTURY MUSIC
PUBLISHING COMPANY, INC.

- I. **Name of Grantor:** Robot of the Century Music Publishing Company, Inc.
- II. **State of Incorporation or Organization:** New York
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 3172543
- V. **Federal Identification Number:** 03-0557416
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

Place of Business: Unit 18, The innovation Centre, Queens Road, Belfast, BT3 9DT

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor:

N/A

- (b) Properties Leased by the Grantor (Include Landlord's Name):

N/A

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

N/A

- (d) Other locations

Unit 18, The innovation Centre, Queens Road, Belfast, BT3 9DT

EXHIBIT A
(See Sections 3.2, 3.3, 3.4, 3.9 and 8.1 of Security Agreement)

INFORMATION AND COLLATERAL LOCATIONS OF DEAMON LIMITED

- I. **Name of Grantor:** Deamon Limited
- II. **State of Incorporation or Organization:** England and Wales
- III. **Type of Entity:** Private Limited Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 05693726
- V. **Federal Identification Number:** N/A
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

Registered Address:

27-28 Eastcastle Street
London W1W 8DH
United Kingdom

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

N/A

(b) Properties Leased by the Grantor (Include Landlord's Name):

N/A

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

N/A

(d) Other locations

Unit 18, The innovation Centre, Queens Road, Belfast, BT3 9DT

EXHIBIT A
(See Sections 3.2, 3.3, 3.4, 3.9 and 8.1 of Security Agreement)

INFORMATION AND COLLATERAL LOCATIONS OF KENNEDY PUBLISHING & PRODUCTIONS LIMITED

- I. **Name of Grantor:** Kennedy Publishing & Productions Limited
- II. **State of Incorporation or Organization:** England and Wales
- III. **Type of Entity:** Private Limited Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 09805420
- V. **Federal Identification Number:** N/A
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

Registered Address:

27-28 Eastcastle Street
London W1W 8DH
United Kingdom

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

N/A

(b) Properties Leased by the Grantor (Include Landlord's Name):

N/A

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

N/A

(d) Other locations

Unit 18, The innovation Centre, Queens Road, Belfast, BT3 9DT

EXHIBIT B
(See Section 3.5 of Security Agreement)

DEPOSIT ACCOUNTS

Entity	Bank	Type of Account	Currency	Account Number	Jurisdiction Held
Robot of the Century Music Publishing Inc.	JPMorgan Chase New York	Deposit Account	USD		New York, USA
Kennedy Publishing & Productions Limited	Santander UK Plc	Deposit Account	GBP		United Kingdom

SECURITIES ACCOUNTS

Name of Grantor	Name of Institution	Type of Account	Account Number
None.			

COMMODITY ACCOUNTS

Name of Grantor	Name of Institution	Account Number
None.		

EXHIBIT C
(See Section 3.6 of Security Agreement)

PREVIOUS NAMES

Grantor	Prior Names	Dates that names changed
Kennedy Publishing & Productions Limited	EK Publishing Limited	October 7, 2015

EXHIBIT D

(See Section 3.7 of Security Agreement)

LETTER-OF-CREDIT RIGHTS

None.

CHATTEL PAPER

None.

EXHIBIT E
(See Section 3.10 and 3.11 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

COPYRIGHTS

Copyright Registrations

Grantor	Country	Song Title	Writer(s)
Robot of The Century Music Publishing Company, Inc.	US	SUPERPOSITION	Eric Cannata, Jacob Tilley, Sameer Gadhia, Francois Comtois and Payam Doostzadeh ("Young the Giant")
Kennedy Publishing & Productions Limited	US	WHEN YOU'RE GONE	Eliot Kennedy
Deamon Limited	US	WRECKING BALL	Sacha Skarbek
Deamon Limited	US	YOU'RE BEAUTIFUL	Sacha Skarbek

Copyright Applications

Grantor	Country	Copyright Application	Application Serial No.	Application Filing Date
None.				

PATENTS

Patent Registrations

Grantor	Country	Patent	Registration No.	Registration Date
None.				

Patent Applications

Grantor	Country	Patent Application	Application Serial No.	Application Filing Date
None.				

TRADEMARKS

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
None.				

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
None.				

EXHIBIT F

(See Section 3.13 of Security Agreement and Definition of “Pledged Collateral”)

LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY**STOCKS**

Pledgor	Pledged Company	No. of Pledged Equity Securities	Type of Pledged Equity Securities	Certificate No.(s) of Pledged Equity Securities	Pledged Equity Securities as % of Total Shares Issued and Outstanding	Pledged Equity Securities as % of Voting Shares
None.						

BONDS

Name of Grantor	Issuer	Number	Face Amount	Coupon Rate	Maturity
None.					

GOVERNMENT SECURITIES

Name of Grantor	Issuer	Number	Face Amount	Coupon Rate	Maturity
None.					

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)**

Name of Grantor	Issuer	Description of Collateral	Percentage Ownership Interest
None.			

EXHIBIT G

(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS WILL BE FILED

Name of Grantor	Office in which Financing Statement will be Filed
Robot of the Century Music Publishing Company, Inc.	Office of the Secretary of State of the State of New York
Deamon Limited	Office of the Recorder of Deeds in Washington D.C.
Kennedy Publishing & Productions Limited	Office of the Recorder of Deeds in Washington D.C.

EXHIBIT H

(See Definition of “Commercial Tort Claim”)

COMMERCIAL TORT CLAIMS

{NOTE: SPECIFICALLY DESCRIBE THE CLAIM (I.E. PARTIES, DESCRIPTION OF THE DISPUTE, CASE NUMBER – IF AVAILABLE) - SEE OFFICIAL COMMENT 5 TO SECTION 9-108 OF THE UCC}.

Name of Grantor	Description of Claim	Parties	Case Number; Name of Court where Case was Filed
None.			