



Registration of a Charge

Company name: **DEAMON LIMITED**

Company number: **05693726**



XA03SFVT

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

Details of Charge

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

Charge code: **0569 3726 0002**

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

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

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 0002

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

COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this “*Copyright Security Agreement*”) dated as of March 1, 2021 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its permitted successors and assigns, the “*Administrative Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Hipgnosis Holdings UK Limited, a limited company established and existing under the laws of England and Wales (the “*Borrower*”), Hipgnosis Songs Fund Limited, a non-cellular company limited by shares organized under the laws of Guernsey (“*Holdings*”), Wilmington Trust (London) Limited, as English Security Agent, the Administrative Agent, and each lender from time to time party thereto have entered into an Amended and Restated Credit Agreement dated as April 2, 2020 (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of July 22, 2020, that certain Second Amendment to Amended and Restated Credit Agreement dated as of September 10, 2020, that certain Third Amendment and Waiver to Amended and Restated Credit Agreement dated as of December 24, 2020, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrower and the Grantors (as defined in the Security Agreement defined below) as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that certain Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Supplement No. 2 to Pledge and Security Agreement dated as of the date hereof (the “*Supplement*”), which Supplement joins such Grantors as “Grantors” to that certain Amended and Restated Pledge and Security Agreement dated as of April 2, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Copyright Collateral*”):

- (a) all of such Grantor’s Copyrights including those referred to on Schedule I hereto;
- (b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright.

3. SECURITY FOR OBLIGATIONS. This Copyright Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Copyright Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall promptly notify the Administrative Agent of any additional U.S. copyright registrations or applications therefor after the date hereof pursuant to the Credit Agreement or the Security Agreement. Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future U.S. registered copyrights or applications therefor of Grantors. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Copyright Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Copyright Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

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:

HIPGNOSIS SFH I LIMITED

By:

Name:
Title:

COPYRIGHT SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

ROBOT OF THE CENTURY MUSIC PUBLISHING
COMPANY, INC.

By: _____
Name: _____
Title: _____

KENNEDY PUBLISHING & PRODUCTIONS
LIMITED

By: _____
Name: A. HOWL
Title: DIRECTOR

DEAMON LIMITED

By: _____
Name: R. HOWL
Title: DIRECTOR

HIPGNOSIS SFH I LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

ROBOT OF THE CENTURY MUSIC PUBLISHING
COMPANY, INC.

By: _____
Name:
Title:

KENNEDY PUBLISHING & PRODUCTIONS
LIMITED

By: _____
Name:
Title:

DEAMON LIMITED

By: _____
Name:
Title:

HIPGNOSIS SFH I LIMITED

By: _____
Name: *ANDREW LUTCH*
Title: *Director*

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A., as the Administrative
Agent

By: _____
Name: Peter Christensen
Title: Executive Director

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT
[See Attached]

COPYRIGHTS

Copyright Registrations

Grantor	Country	Song Title	Writer(s)
Part 1 – New Entity Accessions			
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
Part 2 – December 2020 Acquisitions			
Hipgnosis SFH I Limited	US	NEW RULES	Caroline Ailin
Hipgnosis SFH I Limited	US	GO YOUR OWN WAY	Lindsay Buckingham
Hipgnosis SFH I Limited	US	HOLIDAY ROAD	Lindsay Buckingham
Hipgnosis SFH I Limited	US	THE CHAIN	Lindsay Buckingham
Hipgnosis SFH I Limited	US	NEVER GOING BACK AGAIN	Lindsay Buckingham
Hipgnosis SFH I Limited	US	BIG LOVE	Lindsay Buckingham
Hipgnosis SFH I Limited	US	SECOND HAND NEWS	Lindsay Buckingham
Hipgnosis SFH I Limited	US	TUSK	Lindsay Buckingham
Hipgnosis SFH I Limited	US	MONDAY MORNING	Lindsay Buckingham
Hipgnosis SFH I Limited	US	WHATEVER IT TAKES	Joel Little
Hipgnosis SFH I Limited	US	ROYALS	Joel Little
Hipgnosis SFH I Limited	US	YOUNG, DUMB & BROKE	Joel Little
Hipgnosis SFH I Limited	US	YOU NEED TO CALM DOWN	Joel Little
Hipgnosis SFH I Limited	US	ME! (FEAT. BRENDON URIE)	Joel Little

Grantor	Country	Song Title	Writer(s)
Hipgnosis SFH I Limited	US	TEAM	Joel Little
Hipgnosis SFH I Limited	US	8TEEN	Joel Little
Hipgnosis SFH I Limited	US	GREEN LIGHT	Joel Little
Hipgnosis SFH I Limited	US	DO YOU REMEMBER	Joel Little
Hipgnosis SFH I Limited	US	TENNIS COURT	Joel Little
Hipgnosis SFH I Limited	US	THERAPY	Joel Little
Hipgnosis SFH I Limited	US	FREE	Joel Little
Hipgnosis SFH I Limited	US	YELLOW FLICKER BEAT	Joel Little
Hipgnosis SFH I Limited	US	WHERE IS HOME (FEAT TWIN SHADOW)	Joel Little
Hipgnosis SFH I Limited	US	BUZZCUT SEASON	Joel Little
Hipgnosis SFH I Limited	US	RIBS	Joel Little
Hipgnosis SFH I Limited	US	400 LUX	Joel Little
Hipgnosis SFH I Limited	US	THE WAY I ARE (DANCE WITH SOMEBODY)	Joel Little
Hipgnosis SFH I Limited	US	HEART OF GOLD	Neil Young
Hipgnosis SFH I Limited	US	OLD MAN	Neil Young
Hipgnosis SFH I Limited	US	ROCKIN IN THE FREE WORLD	Neil Young
Hipgnosis SFH I Limited	US	OHIO	Neil Young
Hipgnosis SFH I Limited	US	HARVEST MOON	Neil Young
Hipgnosis SFH I Limited	US	SOUTHERN MAN	Neil Young
Hipgnosis SFH I Limited	US	CINNAMON GIRL	Neil Young
Hipgnosis SFH I Limited	US	HELPLESS	Neil Young
Hipgnosis SFH I Limited	US	AFTER THE GOLD RUSH	Neil Young
Hipgnosis SFH I Limited	US	HEY HEY MY MY	Neil Young
Hipgnosis SFH I Limited	US	WHENEVER, WHEREVER	Shakira Isabel Mebarak Ripoll ("Shakira")
Hipgnosis SFH I Limited	US	ME ENAMORE	Shakira Isabel Mebarak

Grantor	Country	Song Title	Writer(s)
			Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	CHANTAJE	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	WAKA WAKA THIS TIME FOR AFRICA	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	PERRO FIEL	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	HIPS DON’T LIE	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	LA TORTURA	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	ADDICTED TO YOU	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	UNDERNEATH YOUR CLOTHES	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	CLANDESTINO	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	DARE	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	SHE WOLF	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	NADA	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	OBJECTION	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	DÉJÀ VU	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	CIEGA SORDOMUDA	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	INEVITABLE	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	SUERTE	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	ANTOLOGIA	Shakira Isabel Mebarak Ripoll (“Shakira”)
Hipgnosis SFH I Limited	US	SI TE VAS	Shakira Isabel Mebarak Ripoll (“Shakira”)

Copyright Applications

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