



Registration of a Charge

Company Name: **DEAMON LIMITED**

Company Number: **05693726**



Received for filing in Electronic Format on the: **04/10/2022**

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Details of Charge

Date of creation: **30/09/2022**

Charge code: **0569 3726 0004**

Persons entitled: **CITY NATIONAL BANK (AS ADMINISTRATIVE AGENT)**

Brief description: **THE CHARGOR'S INTEREST IN THE FOLLOWING INTELLECTUAL PROPERTY: (I) SONG: "WRECKING BALL"; WRITER "SACHA STARBEK" AND (II) SONG "YOU'RE BEAUTIFUL"; WRITER "SACHA STARBEK". PLEASE REFER TO IN EXHIBIT E OF THE CHARGE INSTRUMENT FOR THE FULL LIST OF INTELLECTUAL PROPERTY.**

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: **IAN LUBY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5693726

Charge code: 0569 3726 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by DEAMON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2022 .

Given at Companies House, Cardiff on 7th October 2022

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



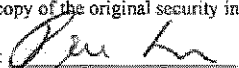
Companies House



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

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of an application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Execution Version

Signature: 
Name: Ian Luby
Title: Solicitor
Date: 4 October 2022

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Security Agreement*”) is entered into as of September 30, 2022 by and among the parties listed on the signature pages hereof, as “Grantors”, and any additional entities which become parties to this Security Agreement by executing a Security Agreement Supplement hereto in substantially the form of Annex I hereto (each a “*Grantor*”, and collectively, the “*Grantors*”), and City National Bank, in its capacity as administrative agent (the “*Administrative Agent*”) for the Secured Parties.

PRELIMINARY STATEMENT

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 (the “*Parent Guarantor*”), Wilmington Trust (London) Limited, as English Security Agent, the Administrative Agent, and each lender from time to time party thereto have entered into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the first paragraph hereof and in the Preliminary Statement, the following terms shall have the following meanings:

“*Accounts*” shall have the meaning set forth in Article 9 of the UCC.

“*Applicable IP Office*” means the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or, solely in the case of Section 4.7(c), outside the United States.

“*Article*” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“*Chattel Paper*” shall have the meaning set forth in Article 9 of the UCC.

“*Collateral*” shall have the meaning set forth in Article II.

“Commercial Tort Claims” means the commercial tort claims as defined in Article 9 of the UCC, including each commercial tort claim specifically described on Exhibit H.

“Control” shall have the meaning set forth in Article 8 of the UCC or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyright Security Agreement” means each Copyright Security Agreement among the Grantors, or any of them, and the Administrative Agent, for the benefit of the Secured Parties, in substantially the form of Exhibit J attached hereto.

“Copyrights” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to all copyrights and mask works, database and design rights, whether or not registered or published, and all registrations and recordations thereof and all applications in connection therewith.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Deposit Accounts” shall have the meaning set forth in Article 9 of the UCC.

“Documents” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Event of Default” means an event described in Section 5.1.

“Excluded Property” means, collectively: (i) to the extent entered into in the ordinary course of business in good faith and not in contemplation of circumventing any Grantor’s obligations under the Loan Documents, any rights or interest in any contract, lease, permit, or license agreement of any Grantor to which any Grantor is a party with a non-Affiliate if and for so long as the grant of the security interest hereunder shall, pursuant to the terms of such contract, lease, permit, or license agreement, constitute or result in (1) a breach or termination pursuant to the terms of, or a default under, any such contract, lease, permit, or license agreement, or (2) a violation of a material Requirement of Law applicable thereto; (ii) any U.S. intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications or any registrations issuing therefrom under applicable federal law; **provided** that upon filing with the U.S. Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act, 15 U.S.C. § 1051 (or any successor provision), such intent-to-use trademark or service mark application shall be considered Collateral; (iii) motor vehicles and any other assets subject to certificates of title the perfection of a Lien on which is excluded from the UCC in the relevant jurisdiction; **provided, however,** that the Collateral shall include (and such security interest shall attach to) any such motor vehicle or other asset immediately at such time as such motor vehicle or other asset shall no longer be subject to a certificate of title the perfection of a Lien on which is excluded from the UCC in the relevant jurisdiction; or (iv) any other property with respect to which, in the determination of the Administrative Agent in its sole discretion (confirmed in writing by notice to Borrower), the time, difficulty, cost, or other consequences (including any material adverse tax consequences) of granting or perfecting a Lien on such property shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; **provided, however,** that (1) the foregoing exclusions in clause (i) shall not be construed to apply to the extent that any such prohibition or restriction would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409

of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Applicable Law (including any Debtor Relief Laws) or principles of equity, (2) with respect to the foregoing exclusions in clause (i), such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation, unenforceability, prohibition, breach or termination shall be remedied or avoided or no longer applicable, (y) to the extent severable, to any portion of such contract, lease, permit, or other agreement that does not result in any of the consequences specified in clause (1) or (2) of clause (i) above, or (z) to the extent that any consent or waiver has been obtained that would permit the Administrative Agent's Lien notwithstanding such prohibition or restriction, and (3) "Excluded Property" shall not include, and the foregoing exclusions shall in no way be construed to limit, impair, or otherwise affect the Administrative Agent's Liens upon, any rights or interests of any Grantor in or to monies due or to become due under or in connection with any contract, lease, permit, license or agreement, motor vehicle, or other asset, or any proceeds from the sale, license, lease, or other dispositions of any of the foregoing described in clauses (i) through (iv) above.

"**Exhibit**" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"**Fixtures**" shall have the meaning set forth in Article 9 of the UCC.

"**General Intangibles**" shall have the meaning set forth in Article 9 of the UCC.

"**Goods**" shall have the meaning set forth in Article 9 of the UCC.

"**Instruments**" shall have the meaning set forth in Article 9 of the UCC.

"**Intellectual Property**" means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law, all registrations and applications for the registration or issuance thereof and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Software, Trademarks, Internet Domain Names, Trade Secrets and IP Licenses.

"**Internet Domain Name**" means all right, title and interest (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to internet domain names.

"**Inventory**" shall have the meaning set forth in Article 9 of the UCC.

"**Investment Property**" shall have the meaning set forth in Article 9 of the UCC.

"**IP Ancillary Rights**" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all rights to claim priority from such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

"**IP License**" means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, and whether any Grantor is the licensee or licensor thereof, granting any right, title or interest in or relating to any Intellectual Property.

"**Lenders**" means the lenders party to the Credit Agreement and their successors and assigns.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Liabilities” mean all claims, actions, suits, judgments, damages, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, Taxes, commissions, charges, disbursements and expenses (including those incurred upon any appeal or in connection with the preparation for and/or response to any subpoena or request for document production relating thereto), in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“Material Intellectual Property” means Intellectual Property that is owned by or licensed to a Grantor and material to the conduct of such Grantor’s business, including all Material Licenses.

“Material Licenses” shall mean any IP License with respect to a Material Music Agreement or otherwise material to the business of the Grantors taken as a whole.

“Patent Security Agreement” means each Patent Security Agreement among Grantors, or any of them, and the Administrative Agent, for the benefit of the Secured Parties, in substantially the form of Exhibit K attached hereto.

“Patents” mean all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor.

“Pledged Collateral” means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“Requirement of Law” means, as to any Person, any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon the Person or any of its assets or to which the Person or any of its assets is subject.

“Section” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“Secured Obligations” means all Obligations (as defined in the Credit Agreement).

“Security” shall have the meaning set forth in Article 8 of the UCC.

“Security Agreement Supplement” shall mean any Security Agreement Supplement to this Security Agreement in substantially the form of Annex I hereto executed by an entity that becomes a Grantor under this Security Agreement after the date hereof.

“Software” means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

“Stock Rights” means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, any voting and management rights (however designated) and rights to become a member, partner or holder thereof in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

“Supporting Obligations” shall have the meaning set forth in Article 9 of the UCC.

“Trade Secrets” mean all right, title and interest (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to proprietary, confidential and/or non-public information, however documented, including but not limited to confidential ideas, know-how, concepts, methods, processes, formulae, reports, data, customer lists, mailing lists, business plans and all other trade secrets.

“Trademark Security Agreement” means each Trademark Security Agreement among Grantors, or any of them, and the Administrative Agent, for the benefit of the Secured Parties, in substantially the form of Exhibit L attached hereto.

“Trademarks” mean all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill of the business connected with the use thereof, and symbolized thereby, and all registrations and recordations thereof and all applications in connection therewith.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, the Administrative Agent’s or any other Secured Party’s Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, or in which such Grantor otherwise has any right, title or interest and regardless of where located (all of which will be collectively referred to as the **“Collateral”**), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Intellectual Property;
- (iv) all Documents;
- (v) all Equipment;

- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims including those listed on Exhibit H;
- (xvi) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations; ***provided*** that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien granted hereunder on such Excluded Property will automatically be deemed to have been released; ***provided, further***, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants, and each Grantor that becomes a party to this Security Agreement pursuant to the execution of a Security Agreement Supplement represents and warrants (after giving effect to supplements, if any, to each of the Exhibits hereto with respect to such Grantor as attached to such Security Agreement Supplement), to the Administrative Agent and the Secured Parties that:

3.1. Title, Authorization, Validity, Enforceability, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(d), and has full power and authority to grant to the Administrative Agent the security interest in the Collateral pursuant hereto. The execution and delivery by such Grantor of this Security Agreement has been duly authorized by proper corporate, limited liability company, partnership or similar proceedings, as applicable, of such Grantor, and this Security Agreement constitutes a legal valid and binding obligation of such Grantor. This Security Agreement creates a valid security interest in the Collateral of each of the Grantors, to the extent a security interest therein can be created under the UCC, securing the payment of the Secured Obligations, and is enforceable against such Grantor in all Collateral it now owns or holds an interest or hereafter acquires, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Except to the extent a security interest in the Collateral cannot be perfected by (a) the filing of a financing statement

under the UCC in the appropriate offices against such Grantor in the locations listed on Exhibit G, (b) the filings referred to in Section 3.10(e), (c) the delivery of any Account Control Agreements with respect to Deposit Accounts included in the Collateral or (d) delivery of any Collateral as specifically required under Sections 3.7, 4.4 and 4.6(b) hereunder, all filings and other actions necessary or desirable to perfect such security interest have been duly taken or will have been taken upon the filing of financing statements under the UCC listing each applicable Grantor, as a debtor, and the Administrative Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Exhibit G, the filings referred to in Section 3.10(e), the delivery of such Collateral as required hereunder and the delivery of any Account Control Agreements with respect to Deposit Accounts located in the United States which are required to be Controlled Accounts under the terms of the Credit Agreement and are included in the Collateral. Upon the making of such filings, the delivery of such Collateral as specifically required under Sections 3.7, 4.4 and 4.6(b) hereunder or delivery of such Account Control Agreements, the Administrative Agent shall have a first priority (subject only to Liens permitted under Section 4.1(d)) perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by such actions. To the extent required hereunder, all action by any Grantor necessary to perfect such security interest on each item of Collateral (to the extent such security interest can be perfected by the filing of a financing statement under the UCC, the filings referred to in Section 3.10(e), the delivery of such Collateral as specifically required hereunder under Sections 3.7, 4.4 and 4.6(b) hereunder or the delivery of an Account Control Agreement with respect to Deposit Accounts located in the United States) has been duly taken. Without limiting the foregoing, each Grantor has taken, or will take, all actions specified in Sections 4.2(c), 4.4, 4.5 and 4.6 to deliver to and/or establish the Administrative Agent's "control" (within the meaning of Sections 8-106 and 9-106 of the UCC) over any portion of the Pledged Collateral constituting Certificated Securities, Uncertificated Securities or Instruments.

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. As of the Closing Date, the type of entity of such Grantor, its jurisdiction of organization, the organizational number issued to it by its jurisdiction of organization, and its federal employer identification number (as applicable) are set forth on Exhibit A.

3.3. Principal Location. As of the Closing Date, such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. As of the Closing Date and subject to the Post-Closing Letter, all of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations which are leased by the Grantor as lessee, or (pursuant to the Post-Closing Letter) subject to a collateral access agreement or agreement of similar effect, and designated in Part VII(b) or Part VII(d) of Exhibit A.

3.5. Deposit Accounts, Securities Accounts and Commodity Accounts. Exhibit B sets forth as of the Closing Date all Deposit Accounts, Securities Accounts, and Commodity Accounts owned by Grantors as of the Closing Date, including, (i) with respect to each bank, Securities Intermediary or Commodities Intermediary the name and address of such person, (ii) the accounts numbers of the Deposit Accounts, Securities Accounts or Commodity Accounts maintained with such person and (iii) the purpose of each such account. The applicable Grantor is the sole entitlement holder or customer of each such account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Administrative Agent pursuant hereto) having "control" (within the meanings of Sections 8-106, 9-106 and 9-104 of the UCC) over any such Securities Account, Commodity Account, or Deposit Account located in the United States or any securities, commodities, or other property credited thereto.

3.6. Exact Names. As of the Closing Date, such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition resulting in any change of name, except as set forth on Exhibit C. Such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition resulting in any change of name, except as set forth in Exhibit C.

3.7. Letter-of-Credit Rights and Chattel Paper. As of the Closing Date, Exhibit D lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit D (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Administrative Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit D, subject only to Liens permitted under Section 4.1(d).

3.8. Accounts and Chattel Paper.

(a) With respect to its Accounts, to such Grantor's knowledge, (i) all Accounts represent bona fide sales or licensing of property or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by an Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment, or as otherwise permitted under the Credit Agreement; (iii) there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices and statements with respect thereto; (iv) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) no Account Debtor has become insolvent or is generally unable to pay its debts as they become due, in each case except as could reasonably be expected to have a Material Adverse Effect.

3.9. [Intentionally Omitted].

3.10. Intellectual Property.

(a) As of the Closing Date, Exhibit E contains a complete and accurate listing of all: (i) Copyrights owned by such Grantor in respect of Material Musical Compositions, (ii) IP Licenses conveying to such Grantor exclusive rights in or to any Copyrights in respect of Material Musical Composition, (iii) issued Patents and Patent applications owned by such Grantor, (iv) registered Trademarks and applications to register Trademarks owned by such Grantor, (v) Material Intellectual Property consisting of IP Licenses conveying to such Grantor rights in or to any issued Patents or registered Trademarks or any applications for registration of the foregoing, and (vi) Material Intellectual Property consisting of Internet Domain Names. Such Grantor owns directly or is entitled to use, by license or otherwise, all Intellectual Property necessary for the conduct of such Grantor's business as currently conducted. All of the U.S. registrations, applications for registration or applications for issuance of the Intellectual Property are in good standing and are recorded in the name of such Grantor.

(b) On the Closing Date, all Material Intellectual Property owned by such Grantor is

valid, in full force and effect, subsisting, unexpired and enforceable, and no Material Intellectual Property has been abandoned. No breach or default of any Material License or Material Music Agreement shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of such Grantor in, any Material Intellectual Property: (i) the consummation of the transactions contemplated by any Loan Documents or (ii) any holding, decision, judgment or order rendered by any Governmental Authority on or prior to the Closing Date. There are no pending (or, to the knowledge of such Grantor, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or such Grantor's rights in, any Material Intellectual Property of such Grantor. To such Grantor's knowledge, no Person has been or is infringing, misappropriating, diluting, violating or otherwise impairing any Material Intellectual Property of such Grantor.

(c) Such Grantor has taken or caused to be taken steps so that none of its Material Intellectual Property, the value of which to such Grantor is contingent upon maintenance of the confidentiality thereof, has been disclosed by such Grantor to any Person other than employees, contractors, customers, representatives and agents of such Grantor who are parties to customary confidentiality and nondisclosure agreements with such Grantor. Each employee and contractor of such Grantor involved in development or creation of any Material Intellectual Property has assigned any and all inventions and ideas of such Person in and to such Intellectual Property to such Grantor.

(d) No settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor or exist to which such Grantor is bound that adversely affect its rights to own or use any Material Intellectual Property except as could not be reasonably expected to result in a Material Adverse Effect, in each case individually or in the aggregate.

(e) To the extent a Lien therein can be created under the laws of the United States of America, this Security Agreement is effective to create a valid and continuing Lien on such Copyrights, IP Licenses, Patents and Trademarks and, upon filing with the Applicable IP Office of one or more Copyright Security Agreements, Patent Security Agreements and/or Trademark Security Agreements, and the filing of appropriate financing statements under the UCC in the jurisdictions listed in Exhibit G hereto, all action necessary or desirable to protect and perfect the security interest which may be perfected by such filing, in, to and on such Grantor's Patents, Trademarks, Copyrights, or IP Licenses have been taken and such perfected security interest is enforceable (subject to any Applicable Law (including any Debtor Relief Laws) or principles of equity) in the United States as such as against any and all creditors of and purchasers from such Grantor. Such Grantor has no interest in any Copyright (including any IP License conveying exclusive rights in or to any Copyright) that is necessary in connection with the operation of such Grantor's business, except for those Copyrights identified in Exhibit E attached hereto which have been registered with the United States Copyright Office.

3.11. Filing Requirements. None of such Grantor's Equipment which is located in the United States is covered by any certificate of title. None of the Collateral owned by it and located in the United States is of a type for which security interests or liens may be perfected by filing under any US federal statute except for Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit E.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated (by a filing authorized by the secured party in respect thereof) naming such Grantor as debtor has been filed or is of record in any jurisdiction except for financing statements or security agreements in respect to Liens permitted under Section 4.1(d).

3.13. Pledged Collateral.

(a) As of the Closing Date, Exhibit F sets forth a complete and accurate list of all of the Pledged Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit F as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Secured Parties hereunder or under any other Collateral Document and, solely with respect to Pledged Collateral that does not consist of Equity Interests, other Liens permitted under Section 4.1(d). Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are issued by an issuer organized under the laws of a state or other jurisdiction of the United States and are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, and (iii) all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) no options, warrants, calls or commitments of any character whatsoever (A) exist relating to such Pledged Collateral or (B) obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by the laws of the United States of America affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit F, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral owned by it and none of the Pledged Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

3.14. Exhibit Supplements. Notwithstanding anything contained herein to the contrary, each of the Exhibits described herein shall be deemed automatically updated upon the delivery of any notices required to be delivered herein or pursuant to any other Loan Document which shall contain any such updated information.

ARTICLE IV COVENANTS

From the date of this Security Agreement and thereafter until this Security Agreement is terminated pursuant to the terms hereof, each Grantor party hereto as of the date hereof agrees, and from and after the effective date of any Security Agreement Supplement applicable to any Grantor (and after giving effect to supplements, if any, to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement) and thereafter until this Security Agreement is terminated pursuant to the terms hereof, each such additional Grantor agrees that:

4.1. General.

(a) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor. Such Grantor also agrees to furnish any such information described in the foregoing sentence to the Administrative Agent promptly upon request. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(b) Further Assurances. Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent reasonably requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(c) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral except for dispositions specifically permitted pursuant to the Credit Agreement.

(d) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement and the other Collateral Documents, and (ii) except to the extent constituting Pledged Collateral consisting of Equity Interests, other Liens permitted under Section 6.02 (*Liens*) of the Credit Agreement.

(e) Other Financing Statements. Except as required under any other Loan Document, such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except for financing statements in respect to Liens permitted under Section 4.1(d). Such Grantor acknowledges that it is not authorized to file any financing statement under the UCC or amendment or termination statement with respect to any financing statement under the UCC without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(f) Compliance with Terms. Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral, other than any such performance or compliance which could not be reasonably likely to have a Material Adverse Effect.

4.2. Receivables.

(a) Delivery of Invoices. Such Grantor will deliver to the Administrative Agent immediately upon its request after the occurrence and during the continuation of an Event of Default duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(b) Disclosure of Counterclaims on Receivables. If, to the knowledge of such Grantor (i) any material discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by such Grantor exists or (ii) any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing.

(c) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act to the extent the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act” are applicable.

4.3. Equipment.

(a) Equipment. Such Grantor shall not permit any Equipment located in the United States to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Administrative Agent does not have a Lien. Such Grantor will not, without the Administrative Agent’s prior written consent, alter or remove any identifying symbol or number on any of such Grantor’s Equipment constituting Collateral.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will, unless delivered pursuant to another Collateral Document and subject to the Post-Closing Letter, (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist) together with stock powers executed in blank (if applicable), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Administrative Agent’s request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause the issuers of uncertificated securities which are Pledged Collateral, subject to Section 4.14, to cause the Administrative Agent to have and retain Control over such Pledged Collateral.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidated,

retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for sales of assets permitted pursuant to Section 4.1(c) hereof or pursuant to the terms of the Credit Agreement) or merge or consolidate with any other entity (except as permitted under the Credit Agreement), or (ii) vote any Pledged Collateral in favor of any action that will cause a Default or Event of Default under the Credit Agreement.

(b) Issuance of Additional Securities. Except as permitted by the Credit Agreement, such Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor. If any Grantor shall receive or become entitled to receive any Equity Interest constituting Pledged Collateral after the Closing Date, it shall promptly (and in any event in accordance with Section 5.10 (*Additional Subsidiaries and Collateral*) of the Credit Agreement with respect to any Equity Interest constituting Pledged Collateral in any Subsidiary and within two Months following the last day of the calendar month in which such Equity Interest was received with respect to any Equity Interest constituting Pledged Collateral that is not a Subsidiary) deliver to the Administrative Agent (1) a duly executed addendum to this Security Agreement (including an updated Exhibit F) in form and substance reasonably acceptable to the Administrative Agent identifying such Pledged Collateral and (2) all certificates evidencing such Pledged Collateral together with stock powers or instruments of transfer, endorsed in blank, for such certificates, as additional collateral security for the Secured Obligations.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral to be registered in the name of the Administrative Agent or its nominee at any time upon the occurrence of an Event of Default that is continuing at the option of the Administrative Agent.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided, however*, that no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral.

(ii) Upon the occurrence and during the continuance of an Event of Default, all rights of any Grantor to exercise the voting rights or other rights and powers it is entitled to exercise pursuant to Section 4.6(d)(i) shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority, without notice, to exercise such voting and other rights and powers; provided that, unless otherwise directed by the Required Lenders, the Administrative Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively referred to as the “*Excluded Payments*”): (A) dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer, except as permitted by Section 6.03 (*Fundamental Changes*) of the Credit Agreement; and (C) other than the Blackrock Account,

cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Pledged Collateral; ***provided, however***, that until actually paid, all rights to such distributions in relation to Pledged Collateral shall remain subject to the Lien created by this Security Agreement;

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement); and

(v) Upon the occurrence and during the continuance of an Event of Default, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to Section 4.6(d)(iii) shall cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 4.6(d)(v) shall be held in trust for the benefit of the Administrative Agent and the other Secured Parties, shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsement reasonably requested by the Administrative Agent).

(e) Interests in Limited Liability Companies and Limited Partnerships. Each Grantor agrees that no ownership interests in a limited liability company or a limited partnership organized under the laws of a state or other jurisdiction of the United States which are included within the Collateral and owned by such Grantor shall at any time constitute a Security under Article 8 of the UCC of the applicable jurisdiction.

4.7. Intellectual Property.

(a) After any change to Exhibit E (or the information required to be disclosed thereon), the applicable Grantor shall provide the Administrative Agent notification thereof in the next Compliance Certificate required to be delivered under the Credit Agreement, as described in this Section 4.7 and any other documents that the Administrative Agent reasonably requests with respect thereto.

(b) Such Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each Trademark included in the Material Intellectual Property owned by it in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law and (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless Administrative Agent shall obtain a perfected security interest in such other Trademark pursuant to this Security Agreement and (ii) not do any act or omit to do any act whereby (w) such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way, (x) any Patent included in the Material Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, (y) any portion of the Copyrights included in the Material Intellectual Property may become invalidated, otherwise impaired or fall into the public domain or (z) any Trade Secret that is Material Intellectual Property may become publicly available or otherwise unprotectable.

(c) Such Grantor shall notify the Administrative Agent immediately if it knows that any application or registration with an Applicable IP Office relating to any Material Intellectual Property owned by it and registered in its name may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Patent, Trademark, Copyright or other Material Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office). Such Grantor shall take all actions that are necessary or reasonably requested by the Administrative Agent to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation in its name and included in the Material Intellectual Property owned by it.

(d) Such Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that any Material Intellectual Property of such Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, such Grantor shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate under the circumstances to protect such Material Intellectual Property.

(e) If such Grantor, after the Closing Date, either directly or through any agent, employee, licensee or designee, (i) files an application for the registration or issuance of any U.S. Patent, U.S. Trademark or U.S. Copyright, (ii) otherwise acquires a U.S. issued Patent, U.S. registered Copyright or U.S. registered Trademark, or application for the foregoing, or any IPLicense conveying exclusive rights to such Grantor in or to any U.S. registered Copyright, or (iii) files a "Statement of Use" or "Amendment to Allege Use" with the U.S. Patent and Trademark Office with respect to any intent-to-use Trademark application owned by any Grantor, such Grantor shall, concurrently with the notification required to be provided pursuant to Section 4.7(a), execute and deliver to the Administrative Agent, one or more Copyright Security Agreements, Patent Security Agreements and/or Trademark Security Agreements, as applicable, for such Copyrights, Trademarks and Patents and IP Licenses.

(f) Such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of all Material Intellectual Property owned by it (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(g) Upon an Event of Default that is continuing, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Material License that constitutes Collateral owned by such Grantor to effect the assignment of all such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

(h) Sections 5.11 (*Music Agreements; Etc.*), 5.16 (*Material Copyright Interests*) and 6.10 (*Amendment to Material Documents*) of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

4.8 Commercial Tort Claims. Such Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Administrative Agent of any Commercial Tort Claim acquired by it which is in excess of \$1,000,000 and, unless the Administrative Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit I

hereto, granting to the Administrative Agent a first priority security interest in such commercial tort claim. The only Commercial Tort Claims of any Grantor existing on the date hereof are those listed on Exhibit H.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit which is in excess of \$500,000, it shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or subject to an Account Control Agreement for application to the Secured Obligations, in accordance with the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly (and in any event no later than concurrently with the delivery of the Compliance Certificate delivered pursuant to clause (d) of Section 5.01 (*Financial Statements and Other Information*) of the Credit Agreement with respect to the Fiscal Quarter (or, in the case of any such event that occurs in the last Fiscal Quarter of a Fiscal Year, Fiscal Year) in which such event occurs) notify the Administrative Agent of any Collateral valued in excess of \$500,000 which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. Section 5.05 (*Maintenance of Properties; Insurance*) of the Credit Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

4.13. Collateral Access Agreements. Section 5.14 (*Leased Locations*) of the Credit Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

4.14. Account Control Agreements. Except as otherwise provided in the Credit Agreement (including without limitation Section 5.13 thereof), each Grantor shall obtain an authenticated Account Control Agreement, from each bank holding a Deposit Account located in the United States for such Grantor. Except as otherwise provided in the Credit Agreement, each Grantor shall obtain authenticated Account Control Agreements or other applicable control agreement, from each issuer of uncertificated securities and from each Securities Intermediary, or Commodities Intermediary issuing or holding any Financial Assets or commodities of or for any Grantor which are located in the United States.

4.15. Change of Name or Location. Section 6.14 (*Jurisdiction; Places of Business; Change of Name*) of the Credit Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) Any Grantor shall fail to observe or perform any of the terms or provisions of Article IV (other than Sections 4.2, 4.3, 4.12, and 4.13).

(c) Any Grantor shall fail to observe or perform any of the terms or provisions of this Security Agreement (other than a breach which constitutes an Event of Default under any other Section of this Article V), and such failure shall continue unremedied for a period of ten days after the earlier of knowledge of such breach or notice thereof from the Administrative Agent.

(d) The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement.

(e) Any Equity Interest of a Person who is organized in any jurisdiction in the United States which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent together with stock powers executed in blank and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided* that this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the other Secured Parties with respect to any Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other Applicable Law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Account Control Agreement or other control agreement with any securities or commodity intermediary and take any action therein with respect to such Collateral;

(iv) without notice, demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the other Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and the other Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) [Intentionally Omitted]

(f) Notwithstanding the foregoing, neither the Administrative Agent nor any other Secured Party shall be required to (i) make any demand upon, or pursue or exhaust any of its rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3 Grantor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence and during the continuance of an Event of Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent and each Lender, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral), each Grantor hereby upon the occurrence of an Event of Default which is continuing (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, an irrevocable, nonexclusive worldwide license (exercisable without payment of royalty or other compensation to any Grantor), including in such license the right to use, license, sublicense or practice any Intellectual Property now owned or licensed or hereafter owned, licensed or otherwise acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer Software and programs used for the compilation or printout thereof, and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may (but shall have no obligation to) finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Administrative Agent may at any time after the occurrence of an Event of Default, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or

otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Administrative Agent to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney-in-fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to file any financing statement with respect to the Collateral and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iii) in the case of any Intellectual Property owned by or licensed to a Grantor, execute, deliver and have recorded any document that the Administrative Agent may request to evidence, effect, publicize or record the Administrative Agent's security interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (v) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens that are permitted under Section 4.1(d)), (vi) to contact Account Debtors for any reason, (vii) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (viii) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (ix) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (x) to settle, adjust, compromise, extend or renew the Receivables, (xi) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiii) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xiv) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xv) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing as provided in the Credit Agreement; *provided* that this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Secured Parties, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any other Secured Party to exercise any such powers. The Administrative Agent agrees that, except for the powers granted in Section 6.2(a)(ii) to (v) and Section 6.2(a)(xv), it shall not exercise any power or authority granted to it unless an Event of Default has occurred and is continuing.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) OF THE GRANTOR WITH RESPECT TO ITS PLEDGED

COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO, IN EACH CASE SUBJECT TO SECTION 6.2(a). IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 7.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONE OF THE ADMINISTRATIVE AGENT, ANY LENDER, ANY OTHER SECURED PARTY, ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR OR THEIR AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO SUCH PARTY'S OWN BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII GENERAL PROVISIONS

7.1 Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under Applicable Law, any notice made shall be deemed reasonable if sent to Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by Applicable Law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any other Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any other Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by Applicable Law) of any kind in connection with this Security Agreement or any Collateral.

7.2. Limitation on Administrative Agent's and Secured Parties' Duty with Respect to the

Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent and each other Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any other Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such other Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that Applicable Law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section 7.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7.2. Without limitation upon the foregoing, nothing contained in this Section 7.2 shall be construed to grant any rights to the Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by Applicable Law in the absence of this Section 7.2.

7.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

7.4. Administrative Agent's Performance of Debtor Obligations. Without having any obligation

to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 7.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.5 Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 5.3, or 7.7 will cause irreparable injury to the Administrative Agent and the other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the other Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 7.5 shall be specifically enforceable against the Grantors.

7.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(c)) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(c)) shall be binding upon the Administrative Agent or the other Secured Parties unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Lenders.

7.7. No Waiver; Amendments; Cumulative Remedies. No failure or delay by the Administrative Agent or any other Secured Party in exercising any right or power under this Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the other Secured Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Security Agreement or consent to any departure by the Grantor therefrom shall in any event be effective unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 (*Waivers; Amendments*) of the Credit Agreement and then only to the extent in such writing specifically set forth.

7.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

7.9 Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the

Secured Obligations, or any part thereof (including a payment effected through exercise of a right of setoff), is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), all as though such payment or performance had not been made. In the event that any payment, or any part thereof (including a payment effected through exercise of a right of setoff), is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the other Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, hereunder.

7.11. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

7.12. Expenses. Each Grantor agrees to pay expenses incurred by the Administrative Agent, its Affiliates and the other Secured Parties in accordance with and subject to the terms of the Credit Agreement as fully as if such Grantor was a party to the Credit Agreement in its capacity as a Loan Party.

7.13. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

7.14. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations (other than contingent indemnification obligations, Swap Obligations and Bank Product Obligations) have been indefeasibly paid and performed in full and no commitments of the Lenders which would give rise to any Secured Obligations are outstanding.

7.15. Entire Agreement; Supplemental Agreements. This Security Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral. The provisions of the Copyright Security Agreements, Trademark Security Agreements, and Patent Security Agreements are supplemental to the provisions of this Security Agreement, and nothing contained in the Copyright Security Agreements, Trademark Security Agreements, or the Patent Security Agreements shall limit any of the rights or remedies of the Lender hereunder. In the event of any conflict between any provision in this Security Agreement and a provision in a Copyright Security Agreement, Trademark Security Agreement or Patent Security Agreement, such provision of this Security Agreement shall control; *provided* that, in the event of any conflict between any provision in this Security Agreement, the Copyright Security Agreement and the Credit Agreement, the Credit Agreement shall control.

7.16. CHOICE OF LAW. This Security Agreement and the other Loan Documents (other than

those containing a contrary express choice of law provision) shall be construed in accordance with, and this Security Agreement, the other Loan Documents and all matters arising out of or relating in any way whatsoever to the Loan Documents (whether in contract, tort, or otherwise) shall be governed by, the law of the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been made by the parties in reliance (at least in part) on Section 5-1401 of the General Obligation Law of the State of New York, as amended (as and to the extent applicable), and other Applicable Law.

7.17. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF JURISDICTION) OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK. CLAUSE (D) OF SECTION 9.09 (*GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS*) OF THE CREDIT AGREEMENT, IS INCORPORATED HEREIN, MUTATIS MUTANDIS, AS IF A PART HEREOF, AND HSG HEREBY ACCEPTS ITS APPOINTMENT AS PROCESS AGENT THEREUNDER AND UNDER THE LOAN DOCUMENTS.

7.18. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.19. Indemnity. Each Grantor agrees to indemnify Administrative Agent and the other Secured Parties in accordance with and subject to the terms of the Credit Agreement as fully as if such Grantor was a party to the Credit Agreement in its capacity as a Loan Party. This provision shall survive the termination of this Security Agreement, the Credit Agreement and the other Loan Documents and the repayment of the Secured Obligations.

7.20. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7.21. Lien Absolute. All rights of the Administrative Agent hereunder, and all obligations of the Grantors hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations;

(c) any exchange, release or non-perfection of any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations;

(d) the insolvency of any Person; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Grantor.

7.22. Release. Each Grantor consents and agrees that the Administrative Agent may at any time, or from time to time, in its discretion and subject to the terms of the Credit Agreement:

(a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Secured Obligations; and

(b) exchange, release and/or surrender all or any of the Collateral (including the Pledged Collateral), or any part thereof, by whomsoever deposited, which is now or may hereafter be held by the Administrative Agent in connection with all or any of the Secured Obligations; all in such manner

and upon such terms as the Administrative Agent may deem proper, and without notice to or further assent from any Grantor, it being hereby agreed that each Grantor shall be and remain bound upon this Security Agreement, irrespective of the value or condition of any of the Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the Credit Agreement, or any other agreement governing any Secured Obligations.

7.23. Delivery of Collateral and Foreign Law Matters. Notwithstanding anything herein to the contrary:

(a) to the extent that the security interest in any Collateral purported to be granted hereunder is located and/or registered outside of the United States and perfected under the laws of a jurisdiction outside the United States pursuant to any other Collateral Document, the provisions of such other Collateral Document (including, without limitation, the relevant representations, warranties and covenants) relating to such perfection of Liens of Collateral shall govern and the related representations, warranties and covenants in this Security Agreement related to perfection of Liens of Collateral shall be deemed satisfied by compliance with such other Collateral Document; and

(b) to the extent that any Grantor is required hereunder to deliver Pledged Collateral constituting Equity Interests to the Administrative Agent for purposes of possession and control and is unable to do so as a result of having delivered such Pledged Collateral to the respective Security Agent in accordance with the terms of any other Collateral Document, such Grantor's obligations hereunder with respect to such delivery shall be deemed satisfied by the delivery to the applicable Security Agent under such Collateral Document.

ARTICLE VIII NOTICES

8.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.01 (*Notices*) of the Credit Agreement.

8.2. Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice in accordance with Section 9.01 (*Notices*) of the Credit Agreement.

ARTICLE IX THE ADMINISTRATIVE AGENT

City National Bank has been appointed the Administrative Agent for the Lenders hereunder pursuant to Article VIII (*THE AGENTS*) of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to Article VIII (*THE AGENTS*) of the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII (*THE AGENTS*). Any successor Administrative Agent appointed pursuant to Article VIII (*THE AGENTS*) of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first written above.

GRANTORS:

HIPGNOSIS HOLDINGS UK LIMITED

REDACTED

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

HIPGNOSIS SONGS FUND LIMITED

REDACTED

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

HIPGNOSIS SFH I LIMITED

REDACTED

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

HIPGNOSIS SFH XIII LIMITED

REDACTED

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

HIPGNOSIS SFH XIX LIMITED

REDACTED

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

HIPGNOSIS SFH XX LIMITED

REDACTED

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

RUBYRUBY (LONDON) LIMITED

By: _____
Name:
Title:

DEAMON LIMITED

By: _____
Name:
Title:

**KENNEDY PUBLISHING & PRODUCTIONS
LIMITED**

By: _____
Name:
Title:

PB SONGS LTD

By: _____
Name:
Title:

HIPGNOSIS SFH XX LIMITED

By: _____
Name:
Title:

RUBYRUBY (LONDON) LIMITED

REDACTED
By: _____
Name: CHRIS HELM
Title: DIRECTOR

DEAMON LIMITED

REDACTED
By: _____
Name: CHRIS HELM
Title: DIRECTOR

KENNEDY PUBLISHING & PRODUCTIONS
LIMITED

REDACTED
By: _____
Name: CHRIS HELM
Title: DIRECTOR

PB SONGS LTD

REDACTED
By: _____
Name: CHRIS HELM
Title: DIRECTOR

HIPGNOSIS ACQUISITION CORP.

REDACTED

By: -

Name: CHRIS HELN

Title: ~~SECRETARY~~ Treasurer

HIPGNOSIS SONGS GROUP, LLC

by its sole member

HIPGNOSIS ACQUISITION CORP.

REDACTED

By: -

Name: CHRIS HELN

Title: ~~SECRETARY~~ Treasurer

ROBOT OF THE CENTURY MUSIC
PUBLISHING COMPANY, INC.

REDACTED

By: -

Name: CHRIS HELN

Title: ~~SECRETARY~~ Vice President
and Treasurer

ADMINISTRATIVE AGENT:

CITY NATIONAL BANK, as the Administrative Agent

REDACTED

By: _____

~~Walter~~ Steve Scott

Title: Senior Vice President

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS SONGS FUND LIMITED

- I. **Name of Grantor:** Hipgnosis Songs Fund Limited
- II. **State of Incorporation or Organization:** The Bailiwick of Guernsey
- III. **Type of Entity:** Non-cellular company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 65158
- 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:

PO Box 286, Floor 2, Trafalgar Court
Les Banques, St Peter Port
Guernsey
GY1 4LY

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

PO Box 286, Floor 2, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 4LY

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS HOLDINGS UK LIMITED

- I. **Name of Grantor:** Hipgnosis Holdings UK 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:** 12123246
- 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:
- Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS SFH I LIMITED

- I. **Name of Grantor:** Hipgnosis SFH I 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:** 10809693
- 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS SFH XIII LIMITED

- I. **Name of Grantor:** Hipgnosis SFH XIII 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:** 11736239
- 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS SFH XIX LIMITED

- I. **Name of Grantor:** Hipgnosis SFH XIX 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:** 11923045
- 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS SFH XX LIMITED

- I. **Name of Grantor:** Hipgnosis SFH XX 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:** 11922621
- 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF RUBYRUBY (LONDON) LIMITED

- I. **Name of Grantor:** RubyRuby (London) 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:** 07623714
- 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

EXHIBIT A
(See Sections 3.2, 3.3, 3.4 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

EXHIBIT A
(See Sections 3.2, 3.3, 3.4 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF PB SONGS LTD

- I. **Name of Grantor:** PB Songs Ltd
- 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:** 07675784
- 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:

Eastcastle House
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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

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

INFORMATION AND COLLATERAL LOCATIONS OF HIPGNOSIS ACQUISITION CORP.

- I. **Name of Grantor:** Hipgnosis Acquisition Corp.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 3400572
- V. **Federal Identification Number:** 85-2410823
- 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 4, The Legacy Building, Queens Road, Belfast, BT3 9DT

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

None.

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

None.

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

None.

(d) Other locations

Unit 4, The Legacy Building, 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 HIPGNOSIS SONGS GROUP LLC

- I. **Name of Grantor:** Hipgnosis Songs Group, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:** 5207347
- V. **Federal Identification Number:** 46-1107724
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

Chief Executive Office: 15503 Ventura Blvd., Suite 300, Encino, California 91436

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

None.

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

- 1. 15503 Ventura Blvd., Suite 300, Encino, California 91436
Landlord: Encino Spectrum, LLC
- 2. 12th Floor Front, 15 West 26th St., New York, New York, 10010
Landlord: Mesa Realty Associates LLC
- 3. 115 29th Avenue South, Nashville, Tennessee, 37212
Landlord: Multinational Business Development, LLC

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

None.

(d) Other locations

15503 Ventura Blvd., Suite 300, Encino, California, 91436
12th Floor Front, 15 West 26th St., New York, New York, 10010
115 29th Avenue South, Nashville, Tennessee, 37212

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 4, The Legacy Building, 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 4, The Legacy Building, 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
Hipgnosis Songs Fund Limited	Barclays Bank plc	Deposit Account	EUR	REDACTED	Guernsey
Hipgnosis Songs Fund Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
Hipgnosis Songs Fund Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis Holdings UK Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
Hipgnosis Holdings UK Limited	Barclays Bank plc	Deposit Account	EUR	REDACTED	Guernsey
Hipgnosis Holdings UK Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	EUR	REDACTED	Guernsey
Hipgnosis SFH I Limited	Santander UK	Deposit Account	GBP	REDACTED	United Kingdom
Hipgnosis SFH I Limited	Santander UK	Deposit Account	USD	REDACTED	United Kingdom
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey ¹
Hipgnosis SFH I	Barclays Bank	Deposit Account	GBP	REDACTED	Guernsey

¹ The Borrower is in the process of closing this deposit account.

Entity	Bank	Type of Account	Currency	Account Number	Jurisdiction Held
Limited	plc				
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey ²
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey ³
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey ⁴
Hipgnosis SFH I Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey ⁵
Hipgnosis SFH XIII Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
Hipgnosis SFH XIII Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH XIX Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
Hipgnosis SFH XIX Limited	Barclays Bank plc	Deposit Account	USD	REDACTED	Guernsey
Hipgnosis SFH XX Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
RubyRuby (London) Limited	Barclays Bank plc	Deposit Account	GBP	REDACTED	Guernsey
PB Songs Ltd	Barclays Bank UK plc	Deposit Account	GBP	REDACTED	United Kingdom
PB Songs Ltd	Barclays Bank UK plc	Deposit Account	GBP	REDACTED	United Kingdom
Robot of the Century Music Publishing Company, Inc.	JPMorgan Chase Bank New York	Deposit Account	USD	REDACTED	New York, USA
Hipgnosis Acquisition Corp.	City National Bank	Operating Account	USD	REDACTED	Los Angeles, CA
Hipgnosis Songs Group, LLC	City National Bank	ATM Account	USD	REDACTED	Los Angeles, CA
Hipgnosis Songs Group, LLC	City National Bank	Operating Account	USD	REDACTED	Los Angeles, CA

² The Borrower is in the process of closing this deposit account.

³ The Borrower is in the process of closing this deposit account.

⁴ The Borrower is in the process of closing this deposit account.

⁵ The Borrower is in the process of closing this deposit account.

Entity	Bank	Type of Account	Currency	Account Number	Jurisdiction Held
Hipgnosis Songs Group, LLC	Pinnacle Financial Partners	Operating Account	USD	REDACTED	Los Angeles, CA
Hipgnosis Songs Group, LLC	City National Bank	Operating Account	USD	REDACTED	Los Angeles, CA

SECURITIES ACCOUNTS

Name of Grantor	Name of Institution	Type of Account	Account Number
Hipgnosis Songs Fund Limited	BlackRock Investment Management (UK) Limited	Money Market Fund Account (GBP)	REDACTED
Hipgnosis Songs Fund Limited	BlackRock Investment Management (UK) Limited	Money Market Fund Account (USD)	REDACTED

COMMODITY ACCOUNTS

Name of Grantor	Name of Institution	Account Number
None.		

⁶De minimis account.

EXHIBIT C
(See Section 3.6 of Security Agreement)

PREVIOUS NAMES

Grantor	Prior Names	Dates that names changed
Hipgnosis SFH I Limited	Hipgnosis Songs Holdings UK Limited	October 9, 2018
Hipgnosis Acquisition Corp.	BDM Acquisition Corp.	April 26, 2021
Hipgnosis Songs Group, LLC	Big Deal Music, LLC	January 4, 2021

OTHER NAMES

FICTITIOUS NAMES REGISTERED WITH PERFORMING RIGHTS SOCIETIES		
Grantor	Fictitious Name	Dates Used
Hipgnosis Songs Group, LLC	Big Deal Hits	July 21, 2016 – January 4, 2021
Hipgnosis Songs Group, LLC	Big Deal Notes	February 1, 2016 – January 4, 2021
Hipgnosis Songs Group, LLC	Big Deal Rocks	February 27, 2019 – September 30, 2020
Hipgnosis Songs Group, LLC	Songs of Big Deal	Through January 4, 2021
Hipgnosis Songs Group, LLC	Big Deal Beats	February 18, 2016 – January 4, 2021
Hipgnosis Songs Group, LLC	Big Deal Jams	April 23, 2018 – January 4, 2021
Hipgnosis Songs Group, LLC	Music of Big Deal	October 18, 2012 – January 4, 2021
Hipgnosis Songs Group, LLC	Tunes of Big Deal Music	January 1, 2013 – January 4, 2021
Hipgnosis Songs Group, LLC	Words and Music Worldwide	December 19, 2022 – January 4, 2021
Hipgnosis Songs Group, LLC	Word And Music International	December 27, 2002 – January 4, 2021
Hipgnosis Songs Group, LLC	Words And Music Songs	January 1, 2015 – January 4, 2021
Hipgnosis Songs Group, LLC	Hipgnosis Hits	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Notes	January 4, 2021 – current

Hipgnosis Songs Group, LLC	Songs of Hipgnosis	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Beats	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Music of Hipgnosis	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Tunes	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Worldwide	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis International	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Songs	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Side A	November 13, 2020 – current
Hipgnosis Songs Group, LLC	Hipgnosis Side B	November 17, 2020 – current
Hipgnosis Songs Group, LLC	Hipgnosis Side S	December 11, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Side G	July 1, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Rebel Songs	July 22, 2022 – current
Hipgnosis SFH I Limited	Hipgnosis Songs Nb	January 1, 2021 – current
Hipgnosis SFH I Limited	Hipgnosis Songs Essential	April 17, 2021 – current
Hipgnosis SFH I Limited	Hipgnosis SFH One Global	July 1, 2022 – current
Hipgnosis SFH I Limited	Hipgnosis Heart Beats	July 28, 2022 – current
Hipgnosis SFH I Limited	Hipgnosis Heart Songs	May 12, 2022 – current
Hipgnosis SFH I Limited	Hipgnosis Songs Fund Limited NI	Current

TRADE NAMES		
Grantor	Other Names	Dates Used
Hipgnosis Songs Group, LLC	WAMA, Inc. dba Words and Music (trade name)	October 1, 2016 – September 9, 2020
Hipgnosis Songs Group, LLC	Big Deal Music, LLC dba Words & Music (trade name)	April 27, 2018 – January 4, 2021
Hipgnosis Songs Group, LLC	Hipgnosis Songs Group, LLC dba Words & Music (trade name)	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Hipgnosis Songs Group, LLC dba Big Deal Media (trade name)	January 4, 2021 – current

Hipgnosis Songs Group, LLC	Big Deal Music, LLC dba Big Deal Media (trade name)	October 31, 2014 – January 4, 2021
Hipgnosis Songs Group, LLC	Hipgnosis Songs Group, LLC dba Big Deal Media (trade name)	January 4, 2021 – current
Hipgnosis Songs Group, LLC	Big Deal Music, LLC dba Big Deal Rocks (trade name)	May 23, 2019 – current

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

No.	Grantor	Song Title	Writer(s)	Country
1.	Hipgnosis SFH I Limited	Dumb Disco Ideas	Alex David Frankel, Nicholas Alexander Millhiser ("Holy Ghost")	US
2.	Hipgnosis SFH I Limited	Impossible	Arnthor Birgisson ("Aristotracks")	US
3.	Hipgnosis SFH I Limited	Last Friday Night (TGIF)	Bonnie Leigh McKee	US
4.	Hipgnosis SFH I Limited	Teenage Dream	Bonnie Leigh McKee	US
5.	Hipgnosis SFH I Limited	Dynamite	Bonnie Leigh McKee	US
6.	Hipgnosis SFH I Limited	Roar	Bonnie Leigh McKee	US
7.	Hipgnosis SFH I Limited	Don't Give Up On Me	Bram Katz Inscore ("Brill Building")	US
8.	Hipgnosis SFH I Limited	A Thousand Years	Christina Judith Perri	US
9.	Hipgnosis SFH I Limited	Jar Of Hearts	Christina Judith Perri	US
10.	Hipgnosis SFH I Limited	Human	Christina Judith Perri	US
11.	Hipgnosis SFH I Limited	Hot In Herre	Cornell Iral Jr Haynes ("Nelly")	US
12.	Hipgnosis SFH I Limited	Country Grammar	Cornell Iral Jr Haynes ("Nelly")	US

13.	Hipgnosis SFH I Limited	Dilemma	Cornell Iral Jr Haynes ("Nelly")	US
14.	Hipgnosis SFH I Limited	E.I.	Cornell Iral Jr Haynes ("Nelly")	US
15.	Hipgnosis SFH I Limited	Ride Wit Me	Cornell Iral Jr Haynes ("Nelly")	US
16.	Hipgnosis SFH I Limited	In Da Club	Curtis James Jackson ("50 Cent")	US
17.	Hipgnosis SFH I Limited	Candy Shop	Curtis James Jackson ("50 Cent")	US
18.	Hipgnosis SFH I Limited	P.I.M.P.	Curtis James Jackson ("50 Cent")	US
19.	Hipgnosis SFH I Limited	Many Men (Wish Death)	Curtis James Jackson ("50 Cent")	US
20.	Hipgnosis SFH I Limited	21 Questions	Curtis James Jackson ("50 Cent")	US
21.	Hipgnosis SFH I Limited	Just A Lil Bit	Curtis James Jackson ("50 Cent")	US
22.	Hipgnosis SFH I Limited	I Get Money	Curtis James Jackson ("50 Cent")	US
23.	Hipgnosis SFH I Limited	Disco Inferno	Curtis James Jackson ("50 Cent")	US
24.	Hipgnosis SFH I Limited	Drunk On A Plane	Dierks Bentley	US
25.	Hipgnosis SFH I Limited	Sexual	Elina Stridh, Victor Niclas Sebastian Raadstroem ("Stereoscope")	US
26.	Hipgnosis SFH I Limited	Classic	Emanuel S Kiriakou ("Eman")	US
27.	Hipgnosis SFH I Limited	Who Says	Emanuel S Kiriakou ("Eman")	US
28.	Hipgnosis SFH I Limited	Bailando	Enrique Miguel Preysler Iglesias	US
29.	Hipgnosis SFH I Limited	Subeme La Radio	Enrique Miguel Preysler Iglesias	US

30.	Hipgnosis SFH I Limited	Hero	Enrique Miguel Preysler Iglesias	US
31.	Hipgnosis SFH I Limited	Bailando (English Version)	Enrique Miguel Preysler Iglesias	US
32.	Hipgnosis SFH I Limited	I Like It	Enrique Miguel Preysler Iglesias	US
33.	Hipgnosis SFH I Limited	El Perdedor	Enrique Miguel Preysler Iglesias	US
34.	Hipgnosis SFH I Limited	Cuando Me Enamoro	Enrique Miguel Preysler Iglesias	US
35.	Hipgnosis SFH I Limited	El Perdon	Enrique Miguel Preysler Iglesias	US
36.	Hipgnosis SFH I Limited	Loco	Enrique Miguel Preysler Iglesias	US
37.	Hipgnosis SFH I Limited	Nunca Te Olvidare	Enrique Miguel Preysler Iglesias	US
38.	Hipgnosis SFH I Limited	Escape	Enrique Miguel Preysler Iglesias	US
39.	Hipgnosis SFH I Limited	Duele El Corazon	Enrique Miguel Preysler Iglesias	US
40.	Robot of the Century	Superposition	Eric Cannata, Jacob Tilley, Sameer Gadhia, Francois Comtois and Payam Doostzadeh ("Young the Giant")	US
41.	Hipgnosis SFH I Limited	Love Shack	Frederick William Schneider, Julian Keith Strickland , Catherine Elizabeth Pierson, Cynthia Leigh Wilson ("The B-52s")	US
42.	Hipgnosis SFH I Limited	Roam	Frederick William Schneider, Julian Keith Strickland , Catherine Elizabeth Pierson, Cynthia Leigh Wilson ("The B-52s")	US
43.	Hipgnosis SFH I	Private Idaho	Frederick William Schneider, Julian	US

	Limited		Keith Strickland , Catherine Elizabeth Pierson, Cynthia Leigh Wilson ("The B-52s")	
44.	Hipgnosis SFH I Limited	Rock Lobster	Frederick William Schneider, Julian Keith Strickland , Catherine Elizabeth Pierson, Cynthia Leigh Wilson ("The B-52s")	US
45.	Hipgnosis SFH I Limited	Familiar	Gamal Kosh Lewis ("Lunchmoney Lewis")	US
46.	Hipgnosis SFH I Limited	Swalla	Gamal Kosh Lewis ("Lunchmoney Lewis")	US
47.	Hipgnosis SFH I Limited	Ain't Your Mama	Gamal Kosh Lewis ("Lunchmoney Lewis")	US
48.	Hipgnosis SFH I Limited	Bad To The Bone	George Thorogood	US
49.	Hipgnosis SFH I Limited	Sugar	Jacob Kasher Hindlin ("J-Kash")	US
50.	Hipgnosis SFH I Limited	Don't You Worry Child	John Martin Lindström ("Lateral")	US
51.	Hipgnosis SFH I Limited	Kiss And Make Up	John Martin Lindström ("Lateral")	US
52.	Hipgnosis SFH I Limited	Answerphone	John Martin Lindström ("Lateral")	US
53.	Hipgnosis SFH I Limited	Go Your Own Way	Lindsey Buckingham	US
54.	Hipgnosis SFH I Limited	Holiday Road	Lindsey Buckingham	US
55.	Hipgnosis SFH I Limited	Never Going Back Again	Lindsey Buckingham	US
56.	Hipgnosis SFH I	Big Love	Lindsey	US

	Limited		Buckingham	
57.	Hipgnosis SFH I Limited	Second Hand News	Lindsey Buckingham	US
58.	Hipgnosis SFH I Limited	The Chain	Lindsey Buckingham	US
59.	Hipgnosis SFH I Limited	Tusk	Lindsey Buckingham	US
60.	Hipgnosis SFH I Limited	Monday Morning	Lindsey Buckingham	US
61.	Hipgnosis SFH I Limited	Your Love	Nettwerk - John Fredrick Spinks	US
62.	Hipgnosis SFH I Limited	What Happens In A Small Town	Nettwerk - Joshua Marshall Dunne	US
63.	Hipgnosis SFH I Limited	The Middle	Nettwerk - Stefan Adam Johnson	US
64.	Hipgnosis SFH I Limited	Memories	Nettwerk - Stefan Adam Johnson	US
65.	Hipgnosis SFH I Limited	Kiss And Make Up	Nettwerk - Yannick Rastogi, Zacharie Alexandre Raymond	US
66.	Hipgnosis SFH I Limited	What Makes You Beautiful	Savan Harish Kotecha	US
67.	Hipgnosis SFH I Limited	Want U Back	Savan Harish Kotecha	US
68.	Hipgnosis SFH I Limited	One Thing	Savan Harish Kotecha	US
69.	Hipgnosis SFH I Limited	Naked	Savan Harish Kotecha	US
70.	Hipgnosis SFH I Limited	DJ Got Us Fallin' In Love	Savan Harish Kotecha	US
71.	Hipgnosis SFH I Limited	Fire Bird - Japanese Version	Sean P Bowe, Lenard Skolnik ("MoBens")	US
72.	Hipgnosis SFH I Limited	Sorry	Sonny Moore ("Skrillex")	US

73.	Hipgnosis SFH I Limited	Bangarang	Sonny Moore ("Skrillex")	US
74.	Hipgnosis SFH I Limited	Scary Monsters And Nice Sprites	Sonny Moore ("Skrillex")	US
75.	Hipgnosis SFH I Limited	Where Are U Now	Sonny Moore ("Skrillex")	US
76.	Hipgnosis SFH I Limited	First Of The Year	Sonny Moore ("Skrillex")	US
77.	Hipgnosis SFH I Limited	Higher Love	Steve Winwood	US
78.	Hipgnosis SFH I Limited	Can't Find My Way Home	Steve Winwood	US
79.	Hipgnosis SFH I Limited	Soul On Fire	Tai Anderson, David Carr, Mark D Lee ("Third Day")	US
80.	Hipgnosis SFH I Limited	7 Things I Hate About You	Timothy James Price, Antonina Armato ("Rockmafia")	US
81.	Hipgnosis SFH I Limited	Love You Like A Love Song	Timothy James Price, Antonina Armato ("Rockmafia")	US
82.	Hipgnosis SFH I Limited	The Heart Wants What It Wants	Timothy James Price, Antonina Armato ("Rockmafia")	US
83.	Hipgnosis SFH I Limited	Beautiful Now	Timothy James Price, Antonina Armato ("Rockmafia")	US
84.	Hipgnosis SFH I Limited	All I Want For Christmas Is You	Walter Afanasieff	US
85.	Hipgnosis Songs Group, LLC	Prayed For You	Allison Margaret Veltz	US
86.	Hipgnosis Songs Group, LLC	Stitches	Danny Parker/Teddy Geiger/Daniel Kyriakides	US
87.	Hipgnosis Songs	Nothing Breaks Like A	Thomas R.	US

	Group, LLC	Heart	Brenneck	
88.	Hipgnosis Songs Group, LLC	Hey Look Ma, I Made It	Jacob Sinclair	US
89.	Hipgnosis Songs Group, LLC	High Hopes	Jacob Sinclair / Jennifer Owen Youngs	US
90.	Hipgnosis Songs Group, LLC	Soy Yo	Joe Spargur	US
91.	Hipgnosis Songs Group, LLC	Sixteen	Joe Spargur	US
92.	Hipgnosis Songs Group, LLC	Love Me Now	John Henry Ryan	US
93.	Hipgnosis SFH I Limited	5 More Hours	Julian C. Bunetta	US
94.	Hipgnosis Songs Group, LLC	5 More Hours	John Henry Ryan	US
95.	Hipgnosis SFH I Limited	Best Song Ever	Julian C. Bunetta	US
96.	Hipgnosis Songs Group, LLC	Best Song Ever	John Henry Ryan	US
97.	Hipgnosis SFH I Limited	Drag Me Down	Julian C. Bunetta	US
98.	Hipgnosis Songs Group, LLC	Drag Me Down	John Henry Ryan	US
99.	Hipgnosis SFH I Limited	Story Of My Life	Julian C. Bunetta	US
100.	Hipgnosis Songs Group, LLC	Story Of My Life	John Henry Ryan	US
101.	Hipgnosis SFH I Limited	History	Julian C. Bunetta	US
102.	Hipgnosis Songs Group, LLC	History	John Henry Ryan	US
103.	Hipgnosis Songs Group, LLC	Die A Happy Man	Joe Spargur	US
104.	Hipgnosis Songs Group, LLC	Slow Hands	Julian C. Bunetta / John Henry Ryan	US

105.	Hipgnosis Songs Group, LLC	These Days	Julian C. Bunetta	US
106.	Hipgnosis Songs Group, LLC	Mercy	Teddy Geiger / Danny Parker	US
107.	Hipgnosis Songs Group, LLC	There's Nothing Holdin' Me Back	Teddy Geiger	US
108.	Hipgnosis Songs Group, LLC	If I Can't Have You	Teddy Geiger	US
109.	Hipgnosis Songs Group, LLC	Treat You Better	Teddy Geiger	US
110.	Hipgnosis Songs Group, LLC	In My Blood	Teddy Geiger	US
111.	Hipgnosis SFH I Limited	Torn	Scott Cutler	US
112.	Hipgnosis SFH I Limited	Listen	Scott Cutler	US
113.	Hipgnosis SFH I Limited	We Are Young	Nate Ruess	US
114.	Hipgnosis SFH I Limited	Just Give Me A Reason	Nate Ruess	US
115.	Hipgnosis SFH I Limited	Some Nights	Nate Ruess	US
116.	Hipgnosis SFH I Limited	Carry On	Nate Ruess	US
117.	Hipgnosis SFH I Limited	I'm Your Baby Tonight	LA Reid	US
118.	Hipgnosis SFH I Limited	Queen Of The Night	LA Reid	US
119.	Hipgnosis SFH I Limited	Every Little Step	LA Reid	US
120.	Hipgnosis SFH I Limited	Don't Get Me Wrong	Chrissie Hynde	US
121.	Hipgnosis SFH I Limited	I'll Stand By You	Chrissie Hynde	US
122.	Hipgnosis SFH I Limited	Brass In Pocket	Chrissie Hynde	US

123.	Hipgnosis SFH I Limited	2000 Miles	Chrissie Hynde	US
124.	Hipgnosis SFH I Limited	Message Of Love	Chrissie Hynde	US
125.	Hipgnosis SFH I Limited	Back On The Chain Gang	Chrissie Hynde	US
126.	Hipgnosis SFH I Limited	Middle Of The Road	Chrissie Hynde	US
127.	Kennedy Publishing and Production	When You're Gone	Eliot Kennedy	US
128.	Hipgnosis SFH I Limited	Let'S Stay Together	Al Jackson	US
129.	Hipgnosis SFH I Limited	Green Onions	Al Jackson	US
130.	Hipgnosis SFH I Limited	Something Just Like This	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
131.	Hipgnosis SFH I Limited	Closer (Feat. Halsey)	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
132.	Hipgnosis SFH I Limited	Don't Let Me Down	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
133.	Hipgnosis SFH I Limited	Roses	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
134.	Hipgnosis SFH I Limited	Sick Boy	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
135.	Hipgnosis SFH I Limited	Paris	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
136.	Hipgnosis SFH I Limited	#Selfie	Alexander Pall, Andrew Taggart ("The	US

			Chainsmokers")	
137.	Hipgnosis SFH I Limited	Best Of Me	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
138.	Hipgnosis SFH I Limited	All We Know (Feat. Phoebe Ryan)	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
139.	Hipgnosis SFH I Limited	Honest	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
140.	Hipgnosis SFH I Limited	Everybody Hates Me	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
141.	Hipgnosis SFH I Limited	My Type (Feat. Emily Warren)	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
142.	Hipgnosis SFH I Limited	Let You Go	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
143.	Hipgnosis SFH I Limited	1-800-273-8255	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
144.	Hipgnosis SFH I Limited	Somebody	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
145.	Hipgnosis SFH I Limited	Young	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
146.	Hipgnosis SFH I Limited	It Won'T Kill You (Feat. Louane)	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
147.	Hipgnosis SFH I Limited	You Owe Me	Alexander Pall, Andrew Taggart ("The	US

			Chainsmokers")	
148.	Hipgnosis SFH I Limited	The One	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
149.	Hipgnosis SFH I Limited	Setting Fires (Feat. Xylo)	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
150.	Hipgnosis SFH I Limited	Inside Out	Alexander Pall, Andrew Taggart ("The Chainsmokers")	US
151.	Hipgnosis SFH I Limited	Wait	Ammar Malik	US
152.	Hipgnosis SFH I Limited	Live In The Moment	Ammar Malik	US
153.	Hipgnosis SFH I Limited	Symphony	Ammar Malik	US
154.	Hipgnosis SFH I Limited	Moves Like Jagger	Ammar Malik	US
155.	Hipgnosis SFH I Limited	Don't Wanna Know	Ammar Malik	US
156.	Hipgnosis SFH I Limited	Maps	Ammar Malik	US
157.	Hipgnosis SFH I Limited	Me And My Broken Heart	Ammar Malik	US
158.	Hipgnosis SFH I Limited	Chains	Ammar Malik	US
159.	Hipgnosis SFH I Limited	Rockabye	Ammar Malik	US
160.	Hipgnosis SFH I Limited	New Man	Ammar Malik	US
161.	Hipgnosis SFH I Limited	Payphone	Ammar Malik	US
162.	Hipgnosis SFH I Limited	Stereo Hearts	Ammar Malik	US

163.	Hipgnosis SFH I Limited	Shed A Light	Ammar Malik	US
164.	Hipgnosis SFH I Limited	Locked Out Of Heaven	Ari Levine	US
165.	Hipgnosis SFH I Limited	Just The Way You Are	Ari Levine	US
166.	Hipgnosis SFH I Limited	Marry You	Ari Levine	US
167.	Hipgnosis SFH I Limited	Treasure	Ari Levine	US
168.	Hipgnosis SFH I Limited	When I Was Your Man	Ari Levine	US
169.	Hipgnosis SFH I Limited	Talking To The Moon (Album Version)	Ari Levine	US
170.	Hipgnosis SFH I Limited	Billionaire	Ari Levine	US
171.	Hipgnosis SFH I Limited	Nothin' On You	Ari Levine	US
172.	Hipgnosis SFH I Limited	Grenade	Ari Levine	US
173.	Hipgnosis SFH I Limited	Runaway Baby	Ari Levine	US
174.	Hipgnosis SFH I Limited	The Lazy Song	Ari Levine	US
175.	Hipgnosis SFH I Limited	Gorilla	Ari Levine	US
176.	Hipgnosis SFH I Limited	Fuck You	Ari Levine	US
177.	Hipgnosis SFH I Limited	It Will Rain	Ari Levine	US
178.	Hipgnosis SFH I Limited	Young Girls	Ari Levine	US
179.	Hipgnosis SFH I Limited	Count On Me	Ari Levine	US
180.	Hipgnosis SFH I Limited	All Time Low	Jon Bellion (Arthouse)	US

181.	Hipgnosis SFH I Limited	Castle On The Hill	Benjamin Joseph Levin ("Benny Blanco")	US
182.	Hipgnosis SFH I Limited	Happier	Benjamin Joseph Levin ("Benny Blanco")	US
183.	Hipgnosis SFH I Limited	Love Yourself	Benjamin Joseph Levin ("Benny Blanco")	US
184.	Hipgnosis SFH I Limited	Supermarket Flowers	Benjamin Joseph Levin ("Benny Blanco")	US
185.	Hipgnosis SFH I Limited	Dive	Benjamin Joseph Levin ("Benny Blanco")	US
186.	Hipgnosis SFH I Limited	Cold Water	Benjamin Joseph Levin ("Benny Blanco")	US
187.	Hipgnosis SFH I Limited	Issues	Benjamin Joseph Levin ("Benny Blanco")	US
188.	Hipgnosis SFH I Limited	Don't Wanna Know	Benjamin Joseph Levin ("Benny Blanco")	US
189.	Hipgnosis SFH I Limited	New Man	Benjamin Joseph Levin ("Benny Blanco")	US
190.	Hipgnosis SFH I Limited	2002	Benjamin Joseph Levin ("Benny Blanco")	US
191.	Hipgnosis SFH I Limited	Now Or Never	Benjamin Joseph Levin ("Benny Blanco")	US
192.	Hipgnosis SFH I Limited	Crying In The Club	Benjamin Joseph Levin ("Benny Blanco")	US
193.	Hipgnosis SFH I Limited	Love	Benjamin Joseph Levin ("Benny Blanco")	US
194.	Hipgnosis SFH I Limited	Feel The Love	Benjamin Joseph Levin ("Benny	US

			Blanco")	
195.	Hipgnosis SFH I Limited	Luv	Benjamin Joseph Levin ("Benny Blanco")	US
196.	Hipgnosis SFH I Limited	Faith	Benjamin Joseph Levin ("Benny Blanco")	US
197.	Hipgnosis SFH I Limited	Black And White	Benjamin Joseph Levin ("Benny Blanco")	US
198.	Hipgnosis SFH I Limited	Bibia Be Ye Ye	Benjamin Joseph Levin ("Benny Blanco")	US
199.	Hipgnosis SFH I Limited	Nancy Mulligan	Benjamin Joseph Levin ("Benny Blanco")	US
200.	Hipgnosis SFH I Limited	Barcelona	Benjamin Joseph Levin ("Benny Blanco")	US
201.	Hipgnosis SFH I Limited	Lonely Together	Benjamin Joseph Levin ("Benny Blanco")	US
202.	Hipgnosis SFH I Limited	Freaky Friday	Benjamin Joseph Levin ("Benny Blanco")	US
203.	Hipgnosis SFH I Limited	We Are Family	Bernard Edwards	US
204.	Hipgnosis SFH I Limited	Good Times	Bernard Edwards	US
205.	Hipgnosis SFH I Limited	Le Freak	Bernard Edwards	US
206.	Hipgnosis SFH I Limited	I'M Coming Out	Bernard Edwards	US
207.	Hipgnosis SFH I Limited	Upside Down	Bernard Edwards	US
208.	Hipgnosis SFH I Limited	Mo Money Mo Problems	Bernard Edwards	US
209.	Hipgnosis SFH I	Believe	Brian Higgins	US

	Limited			
210.	Hipgnosis SFH I Limited	Disturbia	Brian Kennedy	US
211.	Hipgnosis SFH I Limited	Now Or Never	Brittany Hazzard ("Starrah")	US
212.	Hipgnosis SFH I Limited	Girls Like You	Brittany Hazzard ("Starrah")	US
213.	Hipgnosis SFH I Limited	Havana	Brittany Hazzard ("Starrah")	US
214.	Hipgnosis SFH I Limited	Feels	Brittany Hazzard ("Starrah")	US
215.	Hipgnosis SFH I Limited	What Lovers Do	Brittany Hazzard ("Starrah")	US
216.	Hipgnosis SFH I Limited	Know No Better	Brittany Hazzard ("Starrah")	US
217.	Hipgnosis SFH I Limited	Needed Me	Brittany Hazzard ("Starrah")	US
218.	Hipgnosis SFH I Limited	In God I Trust	Brittany Hazzard ("Starrah")	US
219.	Hipgnosis SFH I Limited	Wasted Times	Brittany Hazzard ("Starrah")	US
220.	Hipgnosis SFH I Limited	I Sip	Brittany Hazzard ("Starrah")	US
221.	Hipgnosis SFH I Limited	2 Phones	Brittany Hazzard ("Starrah")	US
222.	Hipgnosis SFH I Limited	Fake Love	Brittany Hazzard ("Starrah")	US
223.	Hipgnosis SFH I Limited	Swish Swish	Brittany Hazzard ("Starrah")	US
224.	Hipgnosis SFH I Limited	Black Hole Sun	Chris Cornell	US
225.	Hipgnosis SFH I Limited	Spoonman	Chris Cornell	US
226.	Hipgnosis SFH I Limited	Fell On Black Days	Chris Cornell	US

227.	Hipgnosis SFH I Limited	Hunger Strike	Chris Cornell	US
228.	Hipgnosis SFH I Limited	Rusty Cage	Chris Cornell	US
229.	Hipgnosis SFH I Limited	Baby	Christopher Stewart ("Tricky Stewart")	US
230.	Hipgnosis SFH I Limited	Single Ladies (Put A Ring On It)	Christopher Stewart ("Tricky Stewart")	US
231.	Hipgnosis SFH I Limited	Umbrella	Christopher Stewart ("Tricky Stewart")	US
232.	Hipgnosis SFH I Limited	Don't Come Around Here No More	David Allan Stewart	US
233.	Hipgnosis SFH I Limited	Underneath It All	David Allan Stewart	US
234.	Hipgnosis SFH I Limited	Is This Love	David Allan Stewart	US
235.	Hipgnosis SFH I Limited	River	Emile Haynie	US
236.	Hipgnosis SFH I Limited	Blue Jeans	Emile Haynie	US
237.	Hipgnosis SFH I Limited	Soundtrack 2 My Life	Emile Haynie	US
238.	Hipgnosis SFH I Limited	Hunger	Emile Haynie	US
239.	Hipgnosis SFH I Limited	Runaway	Emile Haynie	US
240.	Hipgnosis SFH I Limited	Mr. Rager	Emile Haynie	US
241.	Hipgnosis SFH I Limited	Beautiful Pain	Emile Haynie	US
242.	Hipgnosis SFH I Limited	Baby, You Make Me Crazy	Emile Haynie	US
243.	Hipgnosis SFH I Limited	Sky Full Of Song	Emile Haynie	US
244.	Hipgnosis SFH I Limited	Two Weeks	Emile Haynie	US

245.	Hipgnosis SFH I Limited	Calling All My Lovelies	Emile Haynie	US
246.	Hipgnosis SFH I Limited	Heartless	Ernest Dion Wilson ("No ID Wilson")	US
247.	Hipgnosis SFH I Limited	Yeah	Garrett Hamler (p/k/a "Sean Garrett")	US
248.	Hipgnosis SFH I Limited	Diva	Garrett Hamler (p/k/a "Sean Garrett")	US
249.	Hipgnosis SFH I Limited	2U	Giorgio Tuinfort	US
250.	Hipgnosis SFH I Limited	So Far Away	Giorgio Tuinfort	US
251.	Hipgnosis SFH I Limited	One Last Time	Giorgio Tuinfort	US
252.	Hipgnosis SFH I Limited	Titanium	Giorgio Tuinfort	US
253.	Hipgnosis SFH I Limited	Scared To Be Lonely	Giorgio Tuinfort	US
254.	Hipgnosis SFH I Limited	Flames	Giorgio Tuinfort	US
255.	Hipgnosis SFH I Limited	Sexy Bitch	Giorgio Tuinfort	US
256.	Hipgnosis SFH I Limited	Dangerous	Giorgio Tuinfort	US
257.	Hipgnosis SFH I Limited	This One's For You	Giorgio Tuinfort	US
258.	Hipgnosis SFH I Limited	New Rules	Ian Kirkpatrick	US
259.	Hipgnosis SFH I Limited	Want To Want Me	Ian Kirkpatrick	US
260.	Hipgnosis SFH I Limited	Good To Be Alive Hallelujah	Ian Kirkpatrick	US
261.	Hipgnosis SFH I Limited	Fresh Eyes	Ian Kirkpatrick	US

262.	Hipgnosis SFH I Limited	Bad Liar	Ian Kirkpatrick	US
263.	Hipgnosis SFH I Limited	Smooth	Itaal Shur	US
264.	Hipgnosis SFH I Limited	Ascension (Don'T Ever Wonder)	Itaal Shur	US
265.	Hipgnosis SFH I Limited	I Only Want to Be With You	Ivor Raymonde	US
266.	Hipgnosis SFH I Limited	Look What You Made Me Do	Jack Antonoff	US
267.	Hipgnosis SFH I Limited	Beautiful Trauma	Jack Antonoff	US
268.	Hipgnosis SFH I Limited	I Don'T Wanna Live Forever (Fifty Shades Darker)	Jack Antonoff	US
269.	Hipgnosis SFH I Limited	Mercy	Jack Antonoff	US
270.	Hipgnosis SFH I Limited	I Wish You Would	Jack Antonoff	US
271.	Hipgnosis SFH I Limited	The Louvre	Jack Antonoff	US
272.	Hipgnosis SFH I Limited	Sober	Jack Antonoff	US
273.	Hipgnosis SFH I Limited	Hope Is A Dangerous Thing For A Woman Like Me To Have- But I	Jack Antonoff	US
274.	Hipgnosis SFH I Limited	Strawberries & Cigarettes	Jack Antonoff	US
275.	Hipgnosis SFH I Limited	Venice Bitch	Jack Antonoff	US
276.	Hipgnosis SFH I Limited	Wildflowers	Jack Antonoff	US
277.	Hipgnosis SFH I Limited	Heaven	Jack Antonoff	US
278.	Hipgnosis SFH I Limited	We Are Young	Jack Antonoff	US
279.	Hipgnosis SFH I Limited	This Is Why We Can'T Have Nice Things	Jack Antonoff	US

280.	Hipgnosis SFH I Limited	Stand By You	Jack Antonoff	US
281.	Hipgnosis SFH I Limited	Brave	Jack Antonoff	US
282.	Hipgnosis SFH I Limited	Some Nights	Jack Antonoff	US
283.	Hipgnosis SFH I Limited	Call It What You Want	Jack Antonoff	US
284.	Hipgnosis SFH I Limited	Getaway Car	Jack Antonoff	US
285.	Hipgnosis SFH I Limited	New Year'S Day	Jack Antonoff	US
286.	Hipgnosis SFH I Limited	Perfect Places	Jack Antonoff	US
287.	Hipgnosis SFH I Limited	Dress	Jack Antonoff	US
288.	Hipgnosis SFH I Limited	Liability	Jack Antonoff	US
289.	Hipgnosis SFH I Limited	Mariners Apartment Complex	Jack Antonoff	US
290.	Hipgnosis SFH I Limited	Out Of The Woods	Jack Antonoff	US
291.	Hipgnosis SFH I Limited	Supercut	Jack Antonoff	US
292.	Hipgnosis SFH I Limited	Green Light	Jack Antonoff	US
293.	Hipgnosis SFH I Limited	All Loved Up	Jack Antonoff	US
294.	Hipgnosis SFH I Limited	Better Life	Jack Antonoff	US
295.	Hipgnosis SFH I Limited	They Don'T Know	Jaron Boyer	US
296.	Hipgnosis SFH I Limited	Flatliner	Jaron Boyer	US
297.	Hipgnosis SFH I Limited	Somewhere On A Beach	Jaron Boyer	US

298.	Hipgnosis SFH I Limited	So Far Away	Jason Boyd ("Poo Bear")	US
299.	Hipgnosis SFH I Limited	2U	Jason Boyd ("Poo Bear")	US
300.	Hipgnosis SFH I Limited	What Do You Mean	Jason Boyd ("Poo Bear")	US
301.	Hipgnosis SFH I Limited	Despacito (Feat. Justin Bieber) [Remix]	Jason Boyd ("Poo Bear")	US
302.	Hipgnosis SFH I Limited	Get Used To It	Jason Boyd ("Poo Bear")	US
303.	Hipgnosis SFH I Limited	Hard 2 Face Reality	Jason Boyd ("Poo Bear")	US
304.	Hipgnosis SFH I Limited	Purpose	Jason Boyd ("Poo Bear")	US
305.	Hipgnosis SFH I Limited	Is That For Me	Jason Boyd ("Poo Bear")	US
306.	Hipgnosis SFH I Limited	Been You	Jason Boyd ("Poo Bear")	US
307.	Hipgnosis SFH I Limited	Where Are Ü Now	Jason Boyd ("Poo Bear")	US
308.	Hipgnosis SFH I Limited	I'M The One	Jason Boyd ("Poo Bear")	US
309.	Hipgnosis SFH I Limited	Would You Ever	Jason Boyd ("Poo Bear")	US
310.	Hipgnosis SFH I Limited	Burning	Jason Boyd ("Poo Bear")	US
311.	Hipgnosis SFH I Limited	Great Are You Lord	Jason Ingram	US
312.	Hipgnosis SFH I Limited	Come Lord Jesus (Even So Come)	Jason Ingram	US
313.	Hipgnosis SFH I Limited	The Same Power	Jason Ingram	US
314.	Hipgnosis SFH I Limited	Open Up The Heavens	Jason Ingram	US
315.	Hipgnosis SFH I Limited	How Can It Be	Jason Ingram	US

316.	Hipgnosis SFH I Limited	Here'S My Heart	Jason Ingram	US
317.	Hipgnosis SFH I Limited	Because He Lives (Amen)	Jason Ingram	US
318.	Hipgnosis SFH I Limited	The Lord Our God	Jason Ingram	US
319.	Hipgnosis SFH I Limited	My Story	Jason Ingram	US
320.	Hipgnosis SFH I Limited	Drops In The Ocean	Jason Ingram	US
321.	Hipgnosis SFH I Limited	God With Us	Jason Ingram	US
322.	Hipgnosis SFH I Limited	Lamb Of God	Jason Ingram	US
323.	Hipgnosis SFH I Limited	Closer (Feat. Halsey)	Joe King & Isaac Slade	US
324.	Hipgnosis SFH I Limited	Nancy Mulligan	Johnny McDaid	US
325.	Hipgnosis SFH I Limited	With You	Johnta Austin	US
326.	Hipgnosis SFH I Limited	Yo	Johnta Austin	US
327.	Hipgnosis SFH I Limited	Be Without You	Johnta Austin	US
328.	Hipgnosis SFH I Limited	Don't	Johnta Austin	US
329.	Hipgnosis SFH I Limited	We Belong Together	Johnta Austin	US
330.	Hipgnosis SFH I Limited	Faithful	Johnta Austin	US
331.	Hipgnosis SFH I Limited	Can'T Help But Wait	Johnta Austin	US
332.	Hipgnosis SFH I Limited	All Time Low	Jon Bellion	US
333.	Hipgnosis SFH I Limited	Trumpets	Jon Bellion	US

334.	Hipgnosis SFH I Limited	Monster	Jon Bellion	US
335.	Hipgnosis SFH I Limited	Don't Stop Believin'	Jonathan Cain	US
336.	Hipgnosis SFH I Limited	Only The Young	Jonathan Cain	US
337.	Hipgnosis SFH I Limited	Ask The Lonely	Jonathan Cain	US
338.	Hipgnosis SFH I Limited	Send Her My Love	Jonathan Cain	US
339.	Hipgnosis SFH I Limited	Separate Ways/Worlds Apart	Jonathan Cain	US
340.	Hipgnosis SFH I Limited	Faithfully	Jonathan Cain	US
341.	Hipgnosis SFH I Limited	Stone In Love	Jonathan Cain	US
342.	Hipgnosis SFH I Limited	Open Arms	Jonathan Cain	US
343.	Hipgnosis SFH I Limited	Who's Crying Now	Jonathan Cain	US
344.	Hipgnosis SFH I Limited	Lights	Neal Schon	US
345.	Hipgnosis SFH I Limited	Don't Stop Believin'	Neal Schon	US
346.	Hipgnosis SFH I Limited	Anyway You Want It	Neal Schon	US
347.	Hipgnosis SFH I Limited	Wheel In The Sky	Neal Schon	US
348.	Hipgnosis SFH I Limited	Only The Young	Neal Schon	US
349.	Hipgnosis SFH I Limited	Stone In Love	Neal Schon	US
350.	Hipgnosis SFH I Limited	Don't Stop Believin'	Herbie Herbert , Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Weed	US

			High Nightmare / Wixen Music Publishing Inc.)	
351.	Hipgnosis SFH I Limited	Only The Young	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Twist and Shout Music / Ruminating Music)	US
352.	Hipgnosis SFH I Limited	Lights	Herbie Herbert, Neal Schon, Ross Valory (Partnership Interests - Weed High Nightmare Music / Wixen Music Publishing Inc.)	US
353.	Hipgnosis SFH I Limited	Ask The Lonely	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Twist and Shout Music / Ruminating Music)	US
354.	Hipgnosis SFH I Limited	Send Her My Love	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Twist and Shout Music / Ruminating Music)	US
355.	Hipgnosis SFH I Limited	Separate Ways/Worlds Apart	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Twist and Shout Music / Ruminating Music)	US
356.	Hipgnosis SFH I Limited	Faithfully	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Twist and	US

			Shout Music / Ruminating Music)	
357.	Hipgnosis SFH I Limited	Stone In Love	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Weed High Nightmare Music / Wixen Music Publishing Inc.)	US
358.	Hipgnosis SFH I Limited	Open Arms	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Weed High Nightmare Music / Wixen Music Publishing Inc.)	US
359.	Hipgnosis SFH I Limited	Who's Crying Now	Herbie Herbert, Jonathan Cain, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Weed High Nightmare Music / Wixen Music Publishing Inc.)	US
360.	Hipgnosis SFH I Limited	Wheel In The Sky	Herbie Herbert, Neal Schon, Ross Valory (Partnership Interests - Weed High Nightmare Music / Wixen Music Publishing Inc.)	US
361.	Hipgnosis SFH I Limited	Anyway You Want It	Herbie Herbert, Neal Schon, Ross Valory, Steve Smith (Partnership Interests - Weed High Nightmare Music / Wixen Music Publishing Inc.)	US

362.	Hipgnosis SFH I Limited	Don't Let Go Love	Lyric	US
363.	Hipgnosis SFH I Limited	Waterfalls	Lyric	US
364.	Hipgnosis SFH I Limited	Nothing Breaks Like A Heart	Mark Ronson	US
365.	Hipgnosis SFH I Limited	Back To Black	Mark Ronson	US
366.	Hipgnosis SFH I Limited	Uptown Funk	Mark Ronson	US
367.	Hipgnosis SFH I Limited	Shallow	Mark Ronson	US
368.	Hipgnosis SFH I Limited	Electricity	Mark Ronson	US
369.	Hipgnosis SFH I Limited	Million Reasons	Mark Ronson	US
370.	Hipgnosis SFH I Limited	Bad Romance	Nadir Khayat ("RedOne")	US
371.	Hipgnosis SFH I Limited	Just Dance	Nadir Khayat ("RedOne")	US
372.	Hipgnosis SFH I Limited	Judas	Nadir Khayat ("RedOne")	US
373.	Hipgnosis SFH I Limited	Poker Face	Nadir Khayat ("RedOne")	US
374.	Hipgnosis SFH I Limited	Sofia	Nadir Khayat ("RedOne")	US
375.	Hipgnosis SFH I Limited	Alejandro	Nadir Khayat ("RedOne")	US
376.	Hipgnosis SFH I Limited	Burial	Terrence Thornton "Pusha T"	US
377.	Hipgnosis SFH I Limited	Scared To Be Lonely	Kyle Sherear - Rebel One	US
378.	Hipgnosis SFH I Limited	Treat You Better	Rebel One - Scott Harris	US
379.	Hipgnosis SFH I Limited	Hurt Somebody	Rebel One - Scott Harris	US

380.	Hipgnosis SFH I Limited	Something Big	Rebel One - Scott Harris	US
381.	Hipgnosis SFH I Limited	Life Of The Party	Rebel One - Scott Harris	US
382.	Hipgnosis SFH I Limited	Think Before I Talk	Rebel One - Scott Harris	US
383.	Hipgnosis SFH I Limited	Sin Pijama	Rebel One - Kyle Sherear	US
384.	Hipgnosis SFH I Limited	Don't Let Me Down	Rebel One - Kyle Sherear	US
385.	Hipgnosis SFH I Limited	Livin' On A Prayer	Richie Sambora	US
386.	Hipgnosis SFH I Limited	Wanted Dead Or Alive	Richie Sambora	US
387.	Hipgnosis SFH I Limited	It's My Life	Richie Sambora	US
388.	Hipgnosis SFH I Limited	You Give Love A Bad Name	Richie Sambora	US
389.	Hipgnosis SFH I Limited	I'll Be There For You	Richie Sambora	US
390.	Hipgnosis SFH I Limited	Bad Medicine	Richie Sambora	US
391.	Hipgnosis SFH I Limited	Lay Your Hands On Me	Richie Sambora	US
392.	Hipgnosis SFH I Limited	Born To Be My Baby	Richie Sambora	US
393.	Hipgnosis SFH I Limited	We Weren't Born To Follow	Richie Sambora	US
394.	Hipgnosis SFH I Limited	Keep The Faith	Richie Sambora	US
395.	Hipgnosis SFH I Limited	Raise Your Hands	Richie Sambora	US
396.	Hipgnosis SFH I Limited	Who Says You Can't Go Home	Richie Sambora	US
397.	Hipgnosis SFH I Limited	Never Say Goodbye	Richie Sambora	US

398.	Hipgnosis SFH I Limited	In These Arms	Richie Sambora	US
399.	Hipgnosis SFH I Limited	Have A Nice Day	Richie Sambora	US
400.	Hipgnosis SFH I Limited	Swalla	Robert Diggs "RZA"	US
401.	Hipgnosis SFH I Limited	High Hopes	Sam Hollander	US
402.	Hipgnosis SFH I Limited	Handclap	Sam Hollander	US
403.	Hipgnosis SFH I Limited	Hey Look Ma, I Made It	Sam Hollander	US
404.	Hipgnosis SFH I Limited	Someone To You	Sam Hollander	US
405.	Hipgnosis SFH I Limited	King Is Born	Sam Hollander	US
406.	Hipgnosis SFH I Limited	Say Amen (Saturday Night)	Sam Hollander	US
407.	Hipgnosis SFH I Limited	King Of The Clouds	Sam Hollander	US
408.	Hipgnosis SFH I Limited	No Tears Left To Cry	Savan Harish Kotecha	US
409.	Hipgnosis SFH I Limited	Breathin	Savan Harish Kotecha	US
410.	Hipgnosis SFH I Limited	God Is A Woman	Savan Harish Kotecha	US
411.	Hipgnosis SFH I Limited	Break Up With Your Girlfriend, I'm Bored	Savan Harish Kotecha	US
412.	Hipgnosis SFH I Limited	Close To Me	Savan Harish Kotecha	US
413.	Hipgnosis SFH I Limited	Naked	Savan Harish Kotecha	US
414.	Hipgnosis SFH I Limited	Everytime	Savan Harish Kotecha	US
415.	Hipgnosis SFH I Limited	How Do You Sleep?	Savan Harish Kotecha	US

416.	Hipgnosis SFH I Limited	Motivation	Savan Harish Kotecha	US
417.	Hipgnosis SFH I Limited	Bloodline	Savan Harish Kotecha	US
418.	Hipgnosis SFH I Limited	Bad Idea	Savan Harish Kotecha	US
419.	Hipgnosis SFH I Limited	Ghostin	Savan Harish Kotecha	US
420.	Hipgnosis SFH I Limited	There's Nothing Holdin' Me Back	Scott Harris	US
421.	Hipgnosis SFH I Limited	Treat You Better	Scott Harris	US
422.	Hipgnosis SFH I Limited	In My Blood	Scott Harris	US
423.	Hipgnosis SFH I Limited	Lost In Japan	Scott Harris	US
424.	Hipgnosis SFH I Limited	Don't Let Me Down	Scott Harris	US
425.	Hipgnosis SFH I Limited	Nervous	Scott Harris	US
426.	Hipgnosis SFH I Limited	We Can Do Better	Scott Harris	US
427.	Hipgnosis SFH I Limited	Like To Be You	Scott Harris	US
428.	Hipgnosis SFH I Limited	Hurt Somebody	Scott Harris	US
429.	Hipgnosis SFH I Limited	Run It	Sean Garrett	US
430.	Hipgnosis SFH I Limited	There's Nothing Holdin' Me Back	Teddy Geiger	US
431.	Hipgnosis SFH I Limited	Treat You Better	Teddy Geiger	US
432.	Hipgnosis SFH I Limited	Mercy	Teddy Geiger	US
433.	Hipgnosis SFH I Limited	Lost In Japan	Teddy Geiger	US

434.	Hipgnosis SFH I Limited	Stitches	Teddy Geiger	US
435.	Hipgnosis SFH I Limited	Single Ladies (Put A Ring On It)	Terius Nash ("The Dream")	US
436.	Hipgnosis SFH I Limited	Umbrella	Terius Nash ("The Dream")	US
437.	Hipgnosis SFH I Limited	Baby	Terius Nash ("The Dream")	US
438.	Hipgnosis SFH I Limited	Kiss The Sky	Terius Nash ("The Dream")	US
439.	Hipgnosis SFH I Limited	Ride	Terius Nash ("The Dream")	US
440.	Hipgnosis SFH I Limited	1 + 1	Terius Nash ("The Dream")	US
441.	Hipgnosis SFH I Limited	End Of Time	Terius Nash ("The Dream")	US
442.	Hipgnosis SFH I Limited	Partition	Terius Nash ("The Dream")	US
443.	Hipgnosis SFH I Limited	Touch My Body	Terius Nash ("The Dream")	US
444.	Hipgnosis SFH I Limited	Rockin' That Thang	Terius Nash ("The Dream")	US
445.	Hipgnosis SFH I Limited	Countdown	Terius Nash ("The Dream")	US
446.	Hipgnosis SFH I Limited	Flawless	Terius Nash ("The Dream")	US
447.	Hipgnosis SFH I Limited	Mi Gente (Remix)	Terius Nash ("The Dream")	US
448.	Hipgnosis SFH I Limited	Code Blue	Terius Nash ("The Dream")	US
449.	Hipgnosis SFH I Limited	Just Fine	Terius Nash ("The Dream")	US
450.	Hipgnosis SFH I Limited	Run The World (Girls)	Terius Nash ("The Dream")	US
451.	Hipgnosis SFH I Limited	Bed	Terius Nash ("The Dream")	US

452.	Hipgnosis SFH I Limited	Love On Top	Terius Nash ("The Dream")	US
453.	Hipgnosis SFH I Limited	Birthday Cake	Terius Nash ("The Dream")	US
454.	Hipgnosis SFH I Limited	Xo	Terius Nash ("The Dream")	US
455.	Hipgnosis SFH I Limited	Dance For You	Terius Nash ("The Dream")	US
456.	Hipgnosis SFH I Limited	Company	Terius Nash ("The Dream")	US
457.	Hipgnosis SFH I Limited	Obsessed	Terius Nash ("The Dream")	US
458.	Hipgnosis SFH I Limited	Holy Grail	Terius Nash ("The Dream")	US
459.	Hipgnosis SFH I Limited	Hard	Terius Nash ("The Dream")	US
460.	Hipgnosis SFH I Limited	Me, Myself & I	Thomas Barnes, Benjamin Kohn, Peter Kelleher ("TMS")	US
461.	Hipgnosis SFH I Limited	Changing	Thomas Barnes, Benjamin Kohn, Peter Kelleher ("TMS")	US
462.	Hipgnosis SFH I Limited	Don'T Be So Hard On Yourself	Thomas Barnes, Benjamin Kohn, Peter Kelleher ("TMS")	US
463.	Hipgnosis SFH I Limited	Wings	Thomas Barnes, Benjamin Kohn, Peter Kelleher ("TMS")	US
464.	Hipgnosis SFH I Limited	All The Small Things	Tom Delonge	US
465.	Hipgnosis SFH I Limited	I Miss You	Tom Delonge	US
466.	Hipgnosis SFH I Limited	What'S My Age Again?	Tom Delonge	US

467.	Hipgnosis SFH I Limited	Adam'S Song	Tom Delonge	US
468.	Deamon Limited	Wrecking Ball	Sacha Starbek	US
469.	Deamon Limited	You're Beautiful	Sacha Starbek	US
470.	Hipgnosis SFH I Limited	Go Your Own Way	Lindsey Buckingham	US
471.	Hipgnosis SFH I Limited	Holiday Road	Lindsey Buckingham	US
472.	Hipgnosis SFH I Limited	Never Going Back Again	Lindsey Buckingham	US
473.	Hipgnosis SFH I Limited	Big Love	Lindsey Buckingham	US
474.	Hipgnosis SFH I Limited	Second Hand News	Lindsey Buckingham	US
475.	Hipgnosis SFH I Limited	The Chain	Lindsey Buckingham	US
476.	Hipgnosis SFH I Limited	Tusk	Lindsey Buckingham	US
477.	Hipgnosis SFH I Limited	Monday Morning	Lindsey Buckingham	US
478.	Hipgnosis SFH I Limited	Whatever It Takes	Joel Little	US
479.	Hipgnosis SFH I Limited	Royals	Joel Little	US
480.	Hipgnosis SFH I Limited	Young, Dumb & Broke	Joel Little	US
481.	Hipgnosis SFH I Limited	You Need To Calm Down	Joel Little	US
482.	Hipgnosis SFH I Limited	Me! (Feat. Brendon Urie)	Joel Little	US
483.	Hipgnosis SFH I Limited	Team	Joel Little	US
484.	Hipgnosis SFH I Limited	8Teen	Joel Little	US
485.	Hipgnosis SFH I	Green Light	Joel Little	US

	Limited			
486.	Hipgnosis SFH I Limited	Do You Remember	Joel Little	US
487.	Hipgnosis SFH I Limited	Tennis Court	Joel Little	US
488.	Hipgnosis SFH I Limited	Therapy	Joel Little	US
489.	Hipgnosis SFH I Limited	Free	Joel Little	US
490.	Hipgnosis SFH I Limited	Yellow Flicker Beat	Joel Little	US
491.	Hipgnosis SFH I Limited	Where Is Home (Feat Twin Shadow)	Joel Little	US
492.	Hipgnosis SFH I Limited	Buzzcut Season	Joel Little	US
493.	Hipgnosis SFH I Limited	Ribs	Joel Little	US
494.	Hipgnosis SFH I Limited	400 Lux	Joel Little	US
495.	Hipgnosis SFH I Limited	The Way I Are (Dance With Somebody)	Joel Little	US
496.	Hipgnosis SFH I Limited	Heart Of Gold	Neil Young	US
497.	Hipgnosis SFH I Limited	Old Man	Neil Young	US
498.	Hipgnosis SFH I Limited	Rockin In The Free World	Neil Young	US
499.	Hipgnosis SFH I Limited	Ohio	Neil Young	US
500.	Hipgnosis SFH I Limited	Harvest Moon	Neil Young	US
501.	Hipgnosis SFH I Limited	Southern Man	Neil Young	US
502.	Hipgnosis SFH I Limited	Cinnamon Girl	Neil Young	US

503.	Hipgnosis SFH I Limited	Helpless	Neil Young	US
504.	Hipgnosis SFH I Limited	After The Gold Rush	Neil Young	US
505.	Hipgnosis SFH I Limited	Hey Hey My My	Neil Young	US
506.	Hipgnosis SFH I Limited	Whenever, Wherever	Shakira Isabel Mebarak Ripoll ("Shakira")	US
507.	Hipgnosis SFH I Limited	Me Enamore	Shakira Isabel Mebarak Ripoll ("Shakira")	US
508.	Hipgnosis SFH I Limited	Chantaje	Shakira Isabel Mebarak Ripoll ("Shakira")	US
509.	Hipgnosis SFH I Limited	Waka Waka This Time For Africa	Shakira Isabel Mebarak Ripoll ("Shakira")	US
510.	Hipgnosis SFH I Limited	Perro Fiel	Shakira Isabel Mebarak Ripoll ("Shakira")	US
511.	Hipgnosis SFH I Limited	Hips Don't Lie	Shakira Isabel Mebarak Ripoll ("Shakira")	US
512.	Hipgnosis SFH I Limited	La Tortura	Shakira Isabel Mebarak Ripoll ("Shakira")	US
513.	Hipgnosis SFH I Limited	Addicted To You	Shakira Isabel Mebarak Ripoll ("Shakira")	US
514.	Hipgnosis SFH I Limited	Underneath Your Clothes	Shakira Isabel Mebarak Ripoll ("Shakira")	US
515.	Hipgnosis SFH I Limited	Clandestino	Shakira Isabel Mebarak Ripoll ("Shakira")	US
516.	Hipgnosis SFH I Limited	Dare	Shakira Isabel Mebarak Ripoll ("Shakira")	US
517.	Hipgnosis SFH I	She Wolf	Shakira Isabel Mebarak Ripoll	US

	Limited		("Shakira")	
518.	Hipgnosis SFH I Limited	Nada	Shakira Isabel Mebarak Ripoll ("Shakira")	US
519.	Hipgnosis SFH I Limited	Objection	Shakira Isabel Mebarak Ripoll ("Shakira")	US
520.	Hipgnosis SFH I Limited	Deja Vu	Shakira Isabel Mebarak Ripoll ("Shakira")	US
521.	Hipgnosis SFH I Limited	Ciega Sordomuda	Shakira Isabel Mebarak Ripoll ("Shakira")	US
522.	Hipgnosis SFH I Limited	Inevitable	Shakira Isabel Mebarak Ripoll ("Shakira")	US
523.	Hipgnosis SFH I Limited	Suerte	Shakira Isabel Mebarak Ripoll ("Shakira")	US
524.	Hipgnosis SFH I Limited	Antologia	Shakira Isabel Mebarak Ripoll ("Shakira")	US
525.	Hipgnosis SFH I Limited	Si Te Vas	Shakira Isabel Mebarak Ripoll ("Shakira")	US
526.	Hipgnosis SFH I Limited	Youngblood	Andrew Wotman p/k/a Andrew Watt	US
527.	Hipgnosis SFH I Limited	Señorita	Andrew Wotman p/k/a Andrew Watt	US
528.	Hipgnosis SFH I Limited	Havana	Andrew Wotman p/k/a Andrew Watt	US
529.	Hipgnosis SFH I Limited	It Ain't Me	Andrew Wotman p/k/a Andrew Watt	US
530.	Hipgnosis SFH I Limited	Wolves	Andrew Wotman p/k/a Andrew Watt	US
531.	Hipgnosis SFH I Limited	Let Me Love You	Andrew Wotman p/k/a Andrew Watt	US
532.	Hipgnosis SFH I	For You (Fifty Shades Freed).	Andrew Wotman	US

	Limited		p/k/a Andrew Watt	
533.	Hipgnosis SFH I Limited	Anywhere	Andrew Wotman p/k/a Andrew Watt	US
534.	Hipgnosis SFH I Limited	Let Me Go	Andrew Wotman p/k/a Andrew Watt	US
535.	Hipgnosis SFH I Limited	Stay	Andrew Wotman p/k/a Andrew Watt	US
536.	Hipgnosis SFH I Limited	Lonely Together	Andrew Wotman p/k/a Andrew Watt	US
537.	Hipgnosis SFH I Limited	Easier	Andrew Wotman p/k/a Andrew Watt	US
538.	Hipgnosis SFH I Limited	Over Now	Andrew Wotman p/k/a Andrew Watt	US
539.	Hipgnosis SFH I Limited	Call You Mine	Andrew Wotman p/k/a Andrew Watt	US
540.	Hipgnosis SFH I Limited	Feeling Whitney	Andrew Wotman p/k/a Andrew Watt	US
541.	Hipgnosis SFH I Limited	Lie To Me	Andrew Wotman p/k/a Andrew Watt	US
542.	Hipgnosis SFH I Limited	Liar	Andrew Wotman p/k/a Andrew Watt	US
543.	Hipgnosis SFH I Limited	Someone I Used To Know	Andrew Wotman p/k/a Andrew Watt	US
544.	Hipgnosis SFH I Limited	Only Want You	Andrew Wotman p/k/a Andrew Watt	US
545.	Hipgnosis SFH I Limited	Thru Your Phone	Andrew Wotman p/k/a Andrew Watt	US
546.	Hipgnosis SFH I Limited	Teeth	Andrew Wotman p/k/a Andrew Watt	US
547.	Hipgnosis SFH I Limited	Toxic	Christian Karlsson	US
548.	Hipgnosis SFH I Limited	No Money	Christian Karlsson	US
549.	Hipgnosis SFH I Limited	Peanut Butter Jelly	Christian Karlsson	US

550.	Hipgnosis SFH I Limited	Follow Me	Christian Karlsson	US
551.	Hipgnosis SFH I Limited	Genghis Khan	Christian Karlsson	US
552.	Hipgnosis SFH I Limited	When I Need You	Carole Bayer Sager	US
553.	Hipgnosis SFH I Limited	The Prayer	Carole Bayer Sager	US
554.	Hipgnosis SFH I Limited	That's What Friends Are For	Carole Bayer Sager	US
555.	Hipgnosis SFH I Limited	On My Own	Carole Bayer Sager	US
556.	Hipgnosis SFH I Limited	A Groovy Kind Of Love	Carole Bayer Sager	US
557.	Hipgnosis SFH I Limited	Nobody Does It Better	Carole Bayer Sager	US
558.	Hipgnosis SFH I Limited	Arthur's Theme	Carole Bayer Sager	US
559.	Hipgnosis SFH I Limited	We Don't Cry Out Loud	Carole Bayer Sager	US
560.	PB Songs Ltd	Let It Go	Paul Barry	US
561.	PB Songs Ltd	Believe	Paul Barry	US
562.	PB Songs Ltd	Hero	Paul Barry	US
563.	PB Songs Ltd	Bailamos	Paul Barry	US
564.	PB Songs Ltd	Glitter And Gold	Paul Barry	US
565.	PB Songs Ltd	Strong Enough	Paul Barry	US
566.	Hipgnosis SFH I Limited	Hey, Soul Sister	Espen Lind and Amund Bjørklund ("Espionage")	US
567.	Hipgnosis SFH I Limited	Drive By	Espen Lind and Amund Bjørklund ("Espionage")	US
568.	Hipgnosis SFH I Limited	Irreplaceable	Espen Lind and Amund Bjørklund ("Espionage")	US

569.	Hipgnosis SFH I Limited	50 Ways To Say Goodbye	Espen Lind and Amund Bjørklund ("Espionage")	US
570.	Hipgnosis SFH I Limited	Angel In Blue Jeans	Espen Lind and Amund Bjørklund ("Espionage")	US
571.	Hipgnosis SFH I Limited	With You	Espen Lind and Amund Bjørklund ("Espionage")	US
572.	Hipgnosis SFH I Limited	Can We Dance	Espen Lind and Amund Bjørklund ("Espionage")	US
573.	Hipgnosis SFH I Limited	Lean On	Martin Bresso	US
574.	Hipgnosis SFH I Limited	Turn Down For What	Martin Bresso	US
575.	Hipgnosis SFH I Limited	You Know You Like It	Martin Bresso	US
576.	Hipgnosis SFH I Limited	Get Low	Martin Bresso	US
577.	Hipgnosis SFH I Limited	Suga Suga	Nathan "Happy" Perez	US
578.	Hipgnosis SFH I Limited	Sky Walker	Nathan "Happy" Perez	US
579.	Hipgnosis SFH I Limited	Now or Never	Nathan "Happy" Perez	US
580.	Hipgnosis SFH I Limited	Eastside	Nathan "Happy" Perez	US
581.	Hipgnosis SFH I Limited	Sure Thing	Nathan "Happy" Perez	US
582.	Hipgnosis SFH I Limited	Crying In The Club	Nathan "Happy" Perez	US
583.	Hipgnosis SFH I Limited	Around The World	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
584.	Hipgnosis SFH I Limited	Breaking The Girl	Anthony Kiedis, Michael Balzary, Chad Smith and	US

			John Frusciante	
585.	Hipgnosis SFH I Limited	Butterfly	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
586.	Hipgnosis SFH I Limited	By The Way	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
587.	Hipgnosis SFH I Limited	Californication	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
588.	Hipgnosis SFH I Limited	Can't Stop	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
589.	Hipgnosis SFH I Limited	Dani California	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
590.	Hipgnosis SFH I Limited	Dark Necessities	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
591.	Hipgnosis SFH I Limited	Dreams Of A Samurai	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
592.	Hipgnosis SFH I Limited	Give It Away	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
593.	Hipgnosis SFH I Limited	Go Robot	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
594.	Hipgnosis SFH I Limited	Goodbye Angels	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
595.	Hipgnosis SFH I Limited	My Friends	Anthony Kiedis, Michael Balzary, Chad Smith and	US

			John Frusciante	
596.	Hipgnosis SFH I Limited	Otherside	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
597.	Hipgnosis SFH I Limited	Parallel Universe	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
598.	Hipgnosis SFH I Limited	Road Trippin	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
599.	Hipgnosis SFH I Limited	Scar Tissue	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
600.	Hipgnosis SFH I Limited	Sick Love	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
601.	Hipgnosis SFH I Limited	Snow (Hey Oh)	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
602.	Hipgnosis SFH I Limited	Soul To Squeeze	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
603.	Hipgnosis SFH I Limited	Suck My Kiss	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
604.	Hipgnosis SFH I Limited	Tell Me Baby	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
605.	Hipgnosis SFH I Limited	The Adventures Of Rain Dance Maggie	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
606.	Hipgnosis SFH I Limited	The Getaway	Anthony Kiedis, Michael Balzary, Chad Smith and	US

			John Frusciante	
607.	Hipgnosis SFH I Limited	The Longest Wave	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
608.	Hipgnosis SFH I Limited	The Zephyr Song	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
609.	Hipgnosis SFH I Limited	Under The Bridge	Anthony Kiedis, Michael Balzary, Chad Smith and John Frusciante	US
610.	Hipgnosis SFH I Limited	Life Changes	Thomas Atkins Sr. p/k/a Rhett Atkins	US
611.	Hipgnosis SFH I Limited	Look What God Gave Her	Thomas Atkins Sr. p/k/a Rhett Atkins	US
612.	Hipgnosis SFH I Limited	I Lived It	Thomas Atkins Sr. p/k/a Rhett Atkins	US
613.	Hipgnosis SFH I Limited	Difference	Thomas Atkins Sr. p/k/a Rhett Atkins	US
614.	Hipgnosis SFH I Limited	The Middle	Stefan Johnson	US
615.	Hipgnosis SFH I Limited	Memories	Stefan Johnson	US
616.	Hipgnosis SFH I Limited	Graveyard	Stefan Johnson	US
617.	Hipgnosis SFH I Limited	Dirty Work	Stefan Johnson	US
618.	Hipgnosis SFH I Limited	Liar	Stefan Johnson	US
619.	Hipgnosis SFH I Limited	The Middle	Jordan Johnson	US
620.	Hipgnosis SFH I Limited	Memories	Jordan Johnson	US
621.	Hipgnosis SFH I Limited	Graveyard	Jordan Johnson	US

622.	Hipgnosis SFH I Limited	Dirty Work	Jordan Johnson	US
623.	Hipgnosis SFH I Limited	Liar	Jordan Johnson	US
624.	Hipgnosis SFH I Limited	Barracuda	Ann Wilson	US
625.	Hipgnosis SFH I Limited	Crazy On You	Ann Wilson	US
626.	Hipgnosis SFH I Limited	Straight On	Ann Wilson	US

Copyright Applications

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

PATENTS

Issued Patents

Grantor	Country	Patent Title	Patent No.	Issue Date
None.				

Patent Applications



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

TRADEMARKS



Hipgnosis Songs Group, LLC's use of the "Big Deal Music" trademark, is subject to the limitations and obligations set forth in that certain Agreement, dated October 10, 2019, by and between the Hipgnosis Songs Group, LLC and Henry Marx, individually and on behalf of his affiliates, including Hipgnosis Songs Group, LLC a Tennessee limited liability company (the "*Marx Trademark Agreement*").

Hipgnosis Songs Group, LLC will continue to use certain domain names, pursuant to that certain License Agreement, dated as of the Closing Date, by and between Kenneth MacPherson and Hipgnosis Songs Group, LLC (the "*License Agreement*"), and subject to the limitations and obligations set forth in the Marx Trademark Agreement.

Trademark Registrations⁷

Owner	Country	Mark	Registration Number	Status	Filing Date	Registration Date	Class
Hipgnosis Songs Management	UK	 HIPGNOSIS ; and HIPGNOSIS 	3227764	Registered	April 28, 2017	July 21, 2017	36
Hipgnosis Songs Management	UK	HIPGNOSIS	3501675	Registered	June 17, 2020	October 23, 2020	36
Hipgnosis Songs Management	International trade mark designating Australia, China, European Union, Japan, Singapore, United States of America, unless any of these countries issues a notification of refusal of protection in	HIPGNOSIS	1557724	Registered	June 22, 2020		36

⁷ Subject to the Trademark License Agreement.

Owner	Country	Mark	Registration Number	Status	Filing Date	Registration Date	Class
	the next 18 months						
Hipgnosis Songs Management	International trade mark designating Australia, China, European Union, Japan, Singapore, United States of America, unless any of these countries issues a notification of refusal of protection in the next 18 months	 HIPCNOSIS ; and 	1547509	Registered	June 22, 2020		36

Trademark Applications

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

DOMAIN NAMES

Hipgnosis Songs Group, LLC Domain Name Registrations

The domain names below are all registered to Kenneth MacPherson, but are used by Hipgnosis Songs Group, LLC (formerly Big Deal Music, LLC) in the conduct of the business and are licensed to Hipgnosis Songs Group, LLC (formerly Big Deal Music, LLC) pursuant to the License Agreement.

All domains are registered with GoDaddy.com.

GoDaddy Account No.:

51222342

869718

Title	Original Registration	Auto-Renewal Date
bigdealmedia.us	1/14/2014	1/13/2024
bigdealmusic.com	8/30/2012	10/13/2021
bigdealmusic.info	5/19/2013	5/19/2021
bigdealmusic.net	5/19/2013	5/19/2021
bigdealmusic.org	5/19/2013	5/19/2021
bigdealmusicgroup.com	9/13/2016	9/13/2026
bigdealrecordings.com	3/21/2017	3/21/2022
bigdealsongs.com	7/18/2012	7/18/2020
bigdealsongs.info	7/18/2012	7/18/2020
bigdealsongs.net	5/19/2013	5/19/2021
bigdealsongs.org	5/19/2013	5/19/2021
bigdealwama.com	8/30/2016	8/30/2021
bigfamilymusic.com	2/14/2017	2/14/2022
bigfamilyrecords.com	2/14/2017	2/14/2022
wordsandmusicadmin.com	7/21/2002	7/21/2020

Other Domain Names

The domain name "hipgnosissongs.com" is registered to Hipgnosis Song Management Limited, but certain sections of the website are used by Hipgnosis Songs Fund Limited in the conduct of its business under license from Hipgnosis Song Management Limited.

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
Hipgnosis Songs Fund Limited	Hipgnosis Holdings UK Limited	100	Ordinary Shares	1	0.0001%	0.0001%
Hipgnosis Songs Fund Limited	Hipgnosis Holdings UK Limited	1	Ordinary Shares	2	0.000001%	0.000001%
Hipgnosis Songs Fund Limited	Hipgnosis Holdings UK Limited	104,521,524	Ordinary Shares	3	99.9999%	99.9999%
Hipgnosis Holdings UK Limited	Hipgnosis SFH I Limited	1	Ordinary Shares	4	0.0000004%	0.0000004%
Hipgnosis Holdings UK Limited	Hipgnosis SFH I Limited	100	Ordinary Shares	2	0.00004%	0.00004%
Hipgnosis Holdings UK Limited	Hipgnosis SFH I Limited	234,955,869	Ordinary Shares	3	99.99996%	99.99996%
Hipgnosis Holdings UK Limited	Hipgnosis SFH XIII Limited	100	Ordinary Shares	2	100%	100%
Hipgnosis Holdings UK Limited	Hipgnosis SFH XIX Limited	100	Ordinary Shares	2	100%	100%
Hipgnosis Holdings UK Limited	Hipgnosis SFH XX Limited	100	Ordinary Shares	2	0.0008%	0.0008%
Hipgnosis Holdings UK Limited	Hipgnosis SFH XX Limited	13,084,546	Ordinary Shares	2	99.9992%	99.9992%
Hipgnosis Holdings UK Limited	Hipgnosis Acquisition Corp.	1,000	Common stock	C-3	28.60%	28.60%
Hipgnosis Holdings UK Limited	Hipgnosis Acquisition Corp.	2,500	Common stock	C-4	71.40%	71.40%
Hipgnosis SFH XX Limited	RubyRuby (London) Limited	100	Ordinary shares	3	100%	100%

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
Hipgnosis SFH XX Limited	Kennedy Publishing & Productions Limited	399	A Ordinary Shares	4	80.60%	80.60%
Hipgnosis SFH XX Limited	Kennedy Publishing & Productions Limited	28	B Ordinary Shares	5	5.70%	5.70%
Hipgnosis SFH XX Limited	Kennedy Publishing & Productions Limited	68	C Ordinary Shares	6	13.7%	13.7%
Hipgnosis SFH XX Limited	Deamon Limited	100	Ordinary Shares	2	100%	100%
Hipgnosis SFH XX Limited	PB Songs Ltd	100	Ordinary Shares	5	100%	100%
Hipgnosis Acquisition Corp.	Hipgnosis Songs Group, LLC	100%	Membership interests	N/A	100%	100%
Hipgnosis Acquisition Corp.	Robot of the Century Music Publishing Company, Inc.	200	Common stock	4	100%	100%

BONDS

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

GOVERNMENT SECURITIES

Name of Grantor	Issuer	Number	Type	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
Hipgnosis Songs Fund Limited	BlackRock ICS Sterling Liquidity Fund (Money Market Fund)	Money market fund (Republic of Ireland)	N/A
Hipgnosis Songs Fund Limited	BlackRock ICS US Dollar Liquidity Fund (Money Market Fund)	Money market fund (Republic of Ireland)	N/A

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
Hipgnosis Songs Fund Limited	Office of the Recorder of Deeds in Washington D.C.
Hipgnosis Holdings UK Limited	Office of the Recorder of Deeds in Washington D.C.
Hipgnosis SFH I Limited	Office of the Recorder of Deeds in Washington D.C.
Hipgnosis SFH XIII Limited	Office of the Recorder of Deeds in Washington D.C.
Hipgnosis SFH XIX Limited	Office of the Recorder of Deeds in Washington D.C.
Hipgnosis SFH XX Limited	Office of the Recorder of Deeds in Washington D.C.
RubyRuby (London) 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.
Deamon Limited	Office of the Recorder of Deeds in Washington D.C.
PB Songs Ltd	Office of the Recorder of Deeds in Washington D.C.
Hipgnosis Acquisition Corp.	Office of the Secretary of State of the State of Delaware
Hipgnosis Songs Group, LLC	Office of the Secretary of State of the State of Delaware
Robot of the Century Music Publishing Company, Inc.	Office of the Secretary of State of the State of New York

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.			

EXHIBIT I
(See Section 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated _____, is delivered pursuant to Section 4.8 of that certain Pledge and Security Agreement, dated September 30, 2022, between the undersigned, as the Grantors, and City National Bank, as the Administrative Agent, (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “***Security Agreement***”). All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct in all material respects with the same effect as though made on and as of the date hereof, except that any such representations and warranties which are subject to any materiality qualifier shall be true and correct in all respects. The undersigned further agrees that this Amendment may be attached to the Security Agreement and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in the Security Agreement.

By:
Name: _____
Title: _____

Schedule I to Amendment to Security Agreement

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

EXHIBIT J

FORM OF COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this “*Copyright Security Agreement*”) dated as of [_____, ____], among the parties listed on the signature pages hereof as “Grantors” (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and City National Bank, in its capacity as administrative agent (the “*Administrative Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of September 30, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”) pursuant to which the Grantors have pledged and granted to the Administrative Agent a security interest in the Collateral, including the Copyright Collateral (as defined below).

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 (including by reference) in the Security Agreement.

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

(a) all Copyrights in which such Grantor has any right, title or interest, including those referred to on Schedule I hereto; and

(b) all foreign counterparts to, and all divisionals, reversions, continuations, continuations in part, reissues, reexaminations, renewals and extensions of, such Copyrights, all rights to claim priority from such Copyrights, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Copyrights throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment thereof and, in each case, all rights to obtain any other of the foregoing rights throughout the world.

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. In the event that any provisions of this Copyright Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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. Delivery of an executed counterpart of a signature page of this Copyright Security Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Copyright Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Copyright Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

The Grantor authorizes and requests the United States Copyright Office and any other applicable government office to record this Copyright Security Agreement.

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:

[GRANTOR]

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED: CITY NATIONAL BANK, as the Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT
Copyright Registrations

Grantor	Country	Song Title	Writer(s)

Copyright Applications

Grantor	Country	Song Title	Application Filing Date

EXHIBIT K

FORM OF PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Patent Security Agreement*”) dated as of [_____, ____], among the parties listed on the signature pages hereof as “Grantors” (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and CITY NATIONAL BANK, in its capacity as administrative agent (the “*Administrative Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of September 30, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”) pursuant to which the Grantors have pledged and granted to the Administrative Agent a security interest in the Collateral, including the Patent Collateral (as defined below).

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 Patent 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 (including by reference) in the Security Agreement.

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

(a) all Patents in which such Grantor has any right, title or interest, including those referred to on Schedule I hereto; and

(b) all foreign counterparts to, and all divisionals, reversions, continuations, continuations in part, reissues, reexaminations, renewals and extensions of, such Patents, all rights to claim priority from such Patents, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patents throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, violation or other impairment thereof and, in each case, all rights to obtain any other of the foregoing rights throughout the world.

3. SECURITY FOR OBLIGATIONS. This Patent 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 Patent 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 Patent 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 Patent 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. In the event that any provisions of this Patent Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership of rights to any new patentable inventions or become entitled to the benefit of any U.S. patent application or U.S. issued patent for (including any reissue, division, or continuation, of any patent), the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall promptly give notice in writing to the Administrative Agent with respect to any new patent application filed with the U.S. Patent and Trademark Office; *provided* that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the U.S. Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent 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. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy, emailed pdf, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

The Grantor authorizes and requests the United States Patent and Trademark Office and any other applicable government office to record this Patent Security Agreement.

7. GOVERNING LAW. This Patent 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 Patent Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

[GRANTOR]

By:

Name:

Title:

ACKNOWLEDGED AND AGREED: CITY NATIONAL BANK, as the Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Issued Patent

Grantor	Country	Patent Title	Patent No.	Issue Date

Patent Applications

Grantor	Country	Patent Title	Application No.	Application Filing Date

EXHIBIT L

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of [_____, ____], among the parties listed on the signature pages hereof as “Grantors” (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and CITY NATIONAL BANK, in its capacity as administrative agent (the “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of September 30, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”) pursuant to which the Grantors have pledged and granted to the Administrative Agent a security interest in the Collateral, including the Trademark Collateral (as defined below).

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 Trademark Security Agreement.

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

8. 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 (including by reference) in the Security Agreement.

9. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in, to and under the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located, other than Excluded Property (collectively, the “*Trademark Collateral*”):

(a) all Trademarks in which such Grantor has any right, title or interest, including those referred to on Schedule I hereto;

(b) all foreign counterparts to, and all divisionals, reversions, continuations, continuations in part, reissues, reexaminations, renewals and extensions of, such Trademarks, all rights to claim priority from such Trademarks, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other of the foregoing rights throughout the world; and

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any U.S. intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of

such intent-to-use trademark or service mark application or any registration issuing therefrom under applicable federal law; provided that upon filing with the U.S. Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act, 15 U.S.C. § 1051 (or any successor provision), such intent-to-use trademark or service mark application shall be considered Trademark Collateral.

10. SECURITY FOR OBLIGATIONS. This Trademark 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 Trademark 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.

11. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark 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 Trademark 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. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

12. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give promptly notice in writing to the Administrative Agent with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section 5, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark 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.

13. COUNTERPARTS. This Trademark 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 Trademark 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law,

including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

The Grantor authorizes and requests the United States Patent and Trademark Office and any other applicable government office to record this Trademark Security Agreement.

14. GOVERNING LAW. This Trademark 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 Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

[GRANTOR]

By:

Name:

Title:

ACKNOWLEDGED AND AGREED: CITY NATIONAL BANK, as the Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date

Trademark Applications

Grantor	Country	Mark	Application Serial No.	Application Filing Date

ANNEX I TO PLEDGE AND SECURITY AGREEMENT

Reference is hereby made to the Pledge and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), dated as of September 30, 2022 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 City National Bank, as Administrative Agent (the “*Administrative Agent*”), for the benefit of the Secured Parties under the Credit Agreement. Each capitalized terms used herein and not defined herein shall have the meanings given to it in the Security Agreement.

By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [_____] [corporation] [partnership] [limited liability company] (the “*New Grantor*”) agrees to become, and does hereby become, a Grantor under the Security Agreement and agrees to be bound by such Security Agreement as if originally a party thereto. The 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(d) of the Security Agreement) in all of the 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, the 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. The 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. The 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(d) of the Security Agreement) in and lien against the 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.

IN WITNESS WHEREOF, [NAME OF NEW GRANTOR], a [_____] [corporation] [partnership] [limited liability company] has executed and delivered this Annex I counterpart to the Security Agreement as of this _____ day of _____, ____.

[NAME OF NEW GRANTOR]

By:

Name: _____

Title: _____