



Registration of a Charge

Company Name: **CSPAC 2.0 RECORDINGS UK LIMITED**

Company Number: **14293097**



XBEU969E

Received for filing in Electronic Format on the: **17/10/2022**

Details of Charge

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

Charge code: **1429 3097 0002**

Persons entitled: **JPMORGAN CHASE BANK, N.A. (AS ADMINISTRATIVE AGENT FOR THE BENEFIT OF IT AND THE LENDERS (AS DEFINED IN THE INSTRUMENT))**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED OR REQUIRED TO BE REGISTERED IN THE UK HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING INSTRUMENT DIRECTLY**

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 TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by: **AMANDA MOLTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14293097

Charge code: 1429 3097 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by CSPAC 2.0 RECORDINGS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2022 .

Given at Companies House, Cardiff on 20th 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 s859G of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument.

Execution Version



TRADEMARK SECURITY AGREEMENT

By: Amanda Motter

Date: Oct 14, 2022

as of September 30, 2022

(Licensed to practice in California)

WHEREAS, pursuant to the terms of that certain Credit, Security, Pledge and Guaranty Agreement, dated as of September 30, 2022 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time) (the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), among Concord Special Purpose Acquisition Company 2.0, LLC, a Delaware limited liability company, as the Borrower, Axton Copyrights, LLC a Delaware limited liability company, as the Parent, the Guarantors referred to therein, the Lenders referred to therein, and JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders have agreed to make Loans to the Borrower;

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

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

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

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

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

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

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

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

The Grantors agree to deliver updated copies of Schedule 1 and Schedule 2 to the Administrative Agent within forty-five (45) days after the end of any quarter in which the Grantors register or otherwise adopt or acquire any Trademark not listed on Schedule 1 hereto or enter into any Trademark license not listed on Schedule 2 hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Grantors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each of the Grantors agrees that if such Grantor knows or has reason to know that (i) any Person has performed any act (which, for purposes hereof, may include an assertion of rights), which such Grantor reasonably believes constitutes a material infringement of any Trademark necessary to the normal conduct of such Grantor's business, or materially violates or

infringes any right therein of such Grantor or (ii) any Person has performed any act which such Grantor reasonably believes constitutes an unauthorized or unlawful use of any Trademark necessary to the normal conduct of such Grantor's business, then and in any such event, such Grantor shall promptly notify the Administrative Agent and shall take such actions as it deems appropriate under the circumstances and consistent with good business judgment to protect such Trademark Collateral; provided, however, that if an Event of Default shall have occurred and be continuing, the Administrative Agent shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to protect the Trademark Collateral, in its own name, in the name of such Grantor, or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Grantor notice of any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph and such Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) pursuant to the Credit Agreement. Each of the Grantors and the Administrative Agent further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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

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

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

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

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

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

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


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

[Signature Pages Follow]

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

GRANTORS:

Concord Special Purpose Acquisition
Company 2.0, LLC
CSPAC 2.0 Recordings LLC
CSPAC 2.0 Comps LLC
CSPAC 2.0 Recordings UK Limited
CSPAC 2.02 Comps UK Limited

By: 

Name: J. Robert Valentine

Title: Authorized Officer

ACCEPTED:

JPMorgan Chase Bank, N.A.,
as Administrative Agent

By: _____

Name:

Title:

**Schedule 1 to
Trademark Security Agreement**

Trademarks

None.

**Schedule 2 to
Trademark Security Agreement**

Trademark Licenses

Trade mark	Registration number	Description	Comment
	UK: UK00900656496 EU: EUTM000656496	Drummer illustration	Features on the album artwork for Phil Collins "The Singles" and "Plays Well With Others" compilations. To be licensed to Concord for use in connection with the acquired assets.
	UK: UK00900642777 EU: EUTM000642777	Cursive Phil Collins logo	Features on the album artwork for many Phil Collins albums including Face Value and Testify. To be licensed to Concord for use in connection with the acquired assets.