



Registration of a Charge

Company name: **CUTTING EDGE MUSIC PUBLISHING LIMITED**

Company number: **11434244**



X971KE2Y

Received for Electronic Filing: **12/06/2020**

Details of Charge

Date of creation: **09/06/2020**

Charge code: **1143 4244 0003**

Persons entitled: **PINNACLE BANK (AS LENDER)**

Brief description: **PURSUANT TO CLAUSE 2, THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE, AMONGST OTHERS, A TRADEMARK WITH REGISTERED NUMBER 4586978 NAMED "REAL MUSIC", A TRADEMARK WITH REGISTERED NUMBER 3278020 NAMES "IRELAX" AND A TRADEMARK WITH REGISTERED NUMBER 2578158 NAMED "LAKESHORE RECORDS".**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **TRAVERS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11434244

Charge code: 1143 4244 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2020 and created by CUTTING EDGE MUSIC PUBLISHING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2020 .

Given at Companies House, Cardiff on 15th June 2020

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of June 9, 2020 (this “IP Security Agreement”), by and among CUTTING EDGE MUSIC PUBLISHING LIMITED, a private company incorporated under the laws of England and Wales (“CEMP”), REAL MUSIC ACQUISITION INC., a Delaware corporation (“RMA”), EARTHSEA MANAGEMENT, INC., a Delaware corporation (“Earthsea”), SOUNDTRACK RECORDS INC., a Delaware corporation (“Soundtrack Records”), BROADWAY RECORDS INC., a Delaware corporation (“BRI”), BROADWAY RECORDS LLC, a New York limited liability company (“BRLLC”), MUSIC.FILM RECORDINGS INC., a Delaware corporation (“Music.Film”) and BROADWAY RECORDS HOLDING COMPANY LLC, a New York limited liability company (“BRHC”, and together with CEMP, RMA, Earthsea, Soundtrack Records, BRI, BRLLC and Music.Film, individually and collectively, “Grantor”), in favor of PINNACLE BANK (“Lender”).

RECITALS

Pursuant to a Loan and Security Agreement dated the date hereof (as amended, modified, supplemented and restated from time to time, the “Loan Agreement”) among Grantor, the other Loan Parties party thereto, and Lender, Lender is providing financial accommodations to the Grantor. To secure Grantor’s obligations to Lender, Grantor granted Lender a Lien and security interest in substantially all of Grantor’s property and assets.

It is a condition precedent to Lender’s making credit available to Grantor under the Loan Agreement and to make any loans or otherwise extend credit to Grantor under the Loan Documents (as such term is defined in the Loan Agreement), that Grantor execute and deliver to Lender an intellectual property security agreement; and

Grantor wishes to grant a security interest in favor of the Lender as herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees with Lender, as follows:

1. DEFINED TERMS. When used in this IP Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 “Copyright License” means any written agreement in which Grantor now holds or hereafter acquires any right, title or interest to use, which agreement grants any right to use any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party, a sublicense to use a copyright, a distribution agreement regarding copyrighted works.

1.2 “Copyrights” means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordations in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including damages, claims and recoveries for past, present or future infringement; and (f) any rights to sue for past, present and future infringements of any copyrights.

1.3 “Event of Default” means an event or circumstance defined as an “Event of Default” in the Loan Agreement.

1.4 “IP Collateral” shall have the meaning assigned to such term in Section 2 of this IP Security Agreement.

1.5 “License” means any Copyright License, Patent License, Trademark License or other license of trade secrets now held or hereafter acquired by Grantor.

1.6 “Lien” shall have the meaning stated in the Loan Agreement.

1.7 “Litigation” means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any Copyrights, Patents, Trademarks and/or Licenses.

1.8 “Patent License” means any written agreement in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Patent (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution agreement regarding one or more patented products or processes and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.9 “Patents” means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all United States or foreign patents (including utility, design and plant patents), all registrations and recordations thereof and all applications for United States or foreign patents, including registrations, recordations 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; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including trade secrets, formulas, customer lists, manufacturing processes, mask works, molds and prototypes; (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including damages, claims and recoveries

for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent.

1.10 “Secured Obligations” means all of the indebtedness, obligations and liabilities of the Grantor to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Agreement and the other Loan Documents or pursuant to this IP Security Agreement; provided that Secured Obligations shall in no event include Excluded Swap Obligations.

1.11 “Trademark License” means any written agreement in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.12 “Trademarks” means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordations thereof and any applications in connection therewith, including registrations, recordations 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 (collectively, the “Marks”); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names incorporating the Marks, (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all Trademark Licenses and damages, claims, payments and recoveries for past, present or future infringement, and (g) any rights to sue for past, present and future infringements of the Marks.

1.13 “UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Lender’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

1.14 In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: “accounts,” “account debtor,” “deposit account,” “general

intangibles,” and “proceeds”. Each of the foregoing defined terms shall include all of such items now owned or existing, or hereafter arising or acquired by Grantor.

1.15 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Lender to enter into the Loan Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the “IP Collateral”):

2.1 All Copyrights, Patents and Trademarks including the Copyrights, Patents and Trademarks that are listed in Schedule A in which the Grantor has, in whole or in part, an ownership interest, administration interest or income participation interest; rights under Licenses, and any presently pending Litigation with respect thereto;

2.2 All accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

2.3 To the extent not otherwise included, all proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include: (i) any intent-to-use application for a Trademark 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 application under United States federal law, (ii) any Excluded Property, and (iii) any contractual obligation entered into by Grantor that prohibits or requires the consent of any Person other than Grantor and its affiliates which has not been obtained as a condition to the creation by Grantor of a lien on any right, title or interest in such contractual obligation, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC; provided, however, any proceeds, products, substitutions or replacements of such items shall constitute IP Collateral.

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

3.1 Notwithstanding anything contained in this IP Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Licenses to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Lender shall not have any obligation or liability under any License by reason of or arising out of this IP

Security Agreement or the granting to Lender of a Lien therein or the receipt by Lender of any payment relating to any License pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Grantor agrees that any rights granted under this IP Security Agreement to Lender with respect to all of the Collateral shall be worldwide and without any liability for royalties or other related charges from Lender to Grantor.

3.2 Lender authorizes Grantor to, at any time no Event of Default exists, collect its accounts related to the sale, license, settlement, judgment or other disposition of, or otherwise arising from, any of the IP Collateral, provided that such collection is performed in a commercially reasonable manner, and Lender may, upon the occurrence and during the continuation of any Event of Default and with prior written notice to Grantor, limit or terminate said authority at any time.

3.3 Lender may at any time, upon the occurrence and during the continuation of any Event of Default, without prior written notice to Grantor of its intention to do so, notify any account debtors of Grantor or any parties to the Licenses of Grantor that the accounts and the right, title and interest of Grantor in and under such Licenses have been assigned to Lender and that payments shall be made directly to Lender. Upon the request of Lender at any time after the occurrence and during the continuation of an Event of Default, Grantor shall so notify such account debtors and parties to such Licenses. Upon the occurrence and during the continuation of any Event of Default, Lender may, in its name or in the name of others, communicate with such account debtors and parties to such Licenses to verify with such parties, to Lender's reasonable satisfaction, the existence, amount and terms of any such accounts or Licenses.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this IP Security Agreement and until the Secured Obligations have been performed and paid in full, except as permitted by the Loan Agreement:

4.1 **Disposition of IP Collateral.** Grantor shall not sell, lease, assign, transfer or otherwise dispose of any of the IP Collateral, or contract to do so (which restriction shall not, for the avoidance of doubt, otherwise affect the ability of Grantor to license the IP Collateral in the ordinary course of business so long as such licensing is not a transaction in the nature of a disposition), except as permitted by the Loan Agreement or as could not reasonably be expected to have a Material Adverse Effect.

4.2 **Limitation on Liens on IP Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the IP Collateral against and take such other action as is necessary to remove, any Lien on the IP Collateral other than Permitted Liens.

4.3 **Registration and Maintenance of Intellectual Property Rights.** Except as could not reasonably be expected to have a materially adverse effect on the value or

enforceability of, or any rights of Grantor or Lender in, any IP Collateral, and in case solely to the extent required under the Loan Agreement with respect to Material Music Product, Grantor shall: (i) use commercially reasonable efforts to prosecute any Patent, Trademark or Copyright for use in the United States pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered in the United States (to the extent not already registered and consistent with good faith business judgment) any such Copyright, Patent or Trademark or any Copyright License, Patent License or Trademark License related thereto, which is owned or held by Grantor and set forth in Disclosure Schedule 7.13 to the Loan Agreement, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Copyright Office or Patent and Trademark Office requests and inquiries. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any IP Collateral, Grantor also agrees to take commercially reasonable steps to preserve and maintain all rights in the IP Collateral to the extent required under the Loan Agreement. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. Grantor further agrees to retain experienced patent, trademark and copyright attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any material IP Collateral or as otherwise permitted under the Loan Agreement, Grantor shall not, without Lender's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright owned or held by Grantor and listed in Disclosure Schedule 7.13 to the Loan Agreement or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any License held by Grantor and listed in Disclosure Schedule 7.13 to the Loan Agreement. If Grantor fails to comply with any of the foregoing provisions of this IP Security Agreement to the extent such provisions are consistent with and not more extensive than the related provisions of the Loan Agreement, Lender shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees to reimburse Lender in full for all reasonable documented expenses, including the reasonable fees and disbursements of counsel incurred by Lender in procuring, protecting, defending and maintaining the Collateral. In the event that Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this IP Security Agreement, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate in effect pursuant to the Credit Agreements at such time.

4.4 Notification Regarding Changes in Intellectual Property. To the extent any Loan Party acquires an ownership interest in or License to any copyright in Material Music Product (other than Soundtracks) covered by a copyright registration after the Closing Date, no later than one hundred and fifty (150) days after the each Calendar Year in which such acquisition was made, Grantor shall provide Lender with annual reports within one hundred and fifty (150) days of the end of each of Calendar Year that identify the status of any new Copyrights covering such Material Music Product (other than Soundtracks).

4.5 **Further Assurances; Pledge of Instruments.** At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem necessary or desirable to obtain the full benefits of this IP Security Agreement.

4.6 **Intent-to-Use Trademark Applications.** To the extent that any of the Trademarks consist of intent-to-use based trademark applications, if at any time Grantor commences using such Trademark in its business, Grantor shall take such actions as may be reasonably requested by Lender to convert, within the time provided by the United States Patent and Trademark Office, such intent-to-use trademark application to a use-based application.

5. **RIGHTS AND REMEDIES UPON DEFAULT.** If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it under this IP Security Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC.

6. **LENDER'S RIGHT TO SUE.** From and after the occurrence and during continuation of an Event of Default, Lender shall have a right, but shall in no way be obligated, to bring suit for past, present and future damages in its own name and for its own benefit to enforce the Copyrights, Patents, Trademarks and Licenses, and if Lender commence any such suit, Grantor shall, at the request of Lender, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. **LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL.** Lender shall deal with the IP Collateral in the same manner as it deals with similar property for its own account. Lender shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the IP Collateral if it takes such action as Grantor requests in writing, but failure of Lender to comply with any such request shall not in itself be deemed a failure to act reasonably and no failure of Lender to do any act not so requested shall be deemed a failure to act reasonably.

8. **MISCELLANEOUS.**

8.1 **No Waiver; Cumulative Remedies.**

8.1.1 Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

8.1.2 The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender but rather is intended to facilitate the exercise of such rights and remedies.

8.1.3 None of the terms or provisions of this IP Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Lender.

8.2 Releases.

8.2.1 This IP Security Agreement is made for collateral purposes only. Subject to Section 8.2.2 below, at such time as the Secured Obligations shall have been paid and performed in full and Grantor has no further obligations under or with respect to the Loan Documents, the IP Collateral shall be released from the Liens created hereby, and this IP Security Agreement and all obligations of Lender and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to Grantor. At the request and sole expense of Grantor following any such termination, Lender shall deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to revest in Grantor (without recourse to or warranty by Lender, except for encumbrances created by Lender, provided that no such recourse or warranty shall apply to any IP Collateral sold or otherwise disposed of by Lender pursuant to this IP Security Agreement) full title to the IP Collateral granted in this IP Security Agreement, subject to any acceptance or disposition of IP Collateral which may have been made by Lender pursuant to this IP Security Agreement.

8.2.2 This IP Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, 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, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 8.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this IP Security Agreement in any manner.

8.3 **Successors and Assigns.** This IP Security Agreement shall be binding on Grantor, Lender, and each of their respective successors and permitted assigns. The right of each of Grantor and Lender to assign any rights or obligations under, or any interest in, this IP Security Agreement shall correspond to such party’s rights of assignment under the Loan Agreement, as stated therein.

8.4 **Notices.** All notifications and other communications permitted or required under this Agreement shall be in writing and shall be delivered in accordance with the terms of the Loan Agreement.

8.5 **Counterparts; Electronic Transmission.** This IP Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

8.6 Severability; Conflict. If any provision of this IP Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this IP Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law. Any conflict between the terms of this IP Security Agreement and the Loan Agreement shall be resolved in favor of the Loan Agreement and in no event shall any of Grantor's obligations or restrictions hereunder with respect to the IP Collateral in any way exceed or be more extensive than its obligations or the restrictions relating to the IP Collateral set forth in the Loan Agreement.

8.7 Governing Law; Consent to Jurisdiction. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each party agrees that any suit for the enforcement of this IP Security Agreement may be brought in the courts of the State of New York sitting in New York County, or any federal court sitting therein, and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon such party, by mail, at the address specified on the signature page of this IP Security Agreement, or at any address specified for such party in any Loan Document. Each party hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

8.8 Waiver of Jury Trial. EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS IP SECURITY AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each party waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each party (i) certifies that neither the other party nor any representative, agent or attorney of the other party has represented expressly or otherwise, that such party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the other party is a party, such party is relying upon, among other things, the waivers and certifications contained in this Section 8.8.

8.9 Advice of Counsel. Grantor and Lender each represent that their respective attorneys have reviewed this IP Security Agreement and that they have discussed this IP Security Agreement with their attorneys.

8.10 Section and Heading Titles. The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this IP Security Agreement.

8.11 Usage. For purposes of this Agreement: (a) the singular includes the plural and the plural includes the singular; (b) the words "and" and "or" are used in the conjunctive or disjunctive as the sense and circumstances may require; (c) any form of the word "include" shall be deemed to be followed by the words "without limitation"; and (d) whenever a

party is permitted or restricted from taking any action hereunder, such party shall also be permitted or restricted from directly or indirectly authorizing such action.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

CUTTING EDGE MUSIC PUBLISHING
LIMITED

By: 

Name: Philip Moross
Title: Director

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

REAL MUSIC ACQUISITION INC.

By: 

Name: Tara Finegan
Title: Secretary

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

EARTHSEA MANAGEMENT, INC.

By: 

Name: Tara Finegan
Title: Secretary

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

[REDACTED] DS INC.

By: _____

Name: Tara Finegan

Title: Secretary

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

[REDACTED] DINGS INC.

By: _____

Name: Tara Finegan

Title: Secretary

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

[REDACTED]
BROADWAY RECORDS INC.

By: _____

Name: Tara Finegan

Title: Secretary

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

BROADWAY RECORDS LLC

By: 

Name: Tara Finegan

Title: Chief Operating Officer

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

BROADWAY RECORDS HOLDING COMPANY
LLC

By: Broadway Records LLC, its Managing
Member

By: 

Name: Tara Finegan

Title: Chief Operating Officer

ADDRESS:

9100 Wilshire Blvd, Suite 455E
Beverly Hills, California 90212

ACCEPTED AND ACKNOWLEDGED BY:

PINNACLE BANK



By: _____

Name: Edwin Andrew Moats

Title: Executive Vice President

ADDRESS:

150 Third Avenue South

Nashville, TN 37201

Attention: Andy Moats

Schedule A To Security Agreement

REGISTERED OR FILED INTELLECTUAL PROPERTY

Trademarks:

Description	Registration #	Serial #	Renewal Date	Type
Real Music	4586978	85938594	8/19/2020	Trademark
iRelax	3278020	78976823	10/22/2026	Trademark
Lakeshore Records	2578158	76246065	06/14/2022	Trademark
Broadway Records	4359452	2578158	25/06/2023	Trademark
Myndstream		88599836		Trademark

Copyrights – See attached

Patents – None

COPYRIGHTS

MASTER RECORDINGS AND MUSICAL COMPOSITIONS

- (i) Material Musical Compositions - Owned

Composition Title(s)	Writer(s)	Co-owners (if known)	Loan Party % owned?
Adagio for Sleep	Chuck Wild	Gold Masque Music (ASCAP)	50%
Water Ballet	Peter Kater	Kater Music (BMI)	50%
Valley Of Healing Waters	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Afterglow	Peter Kater	Kater Music (BMI)	50%
Summer of 300 Years	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Breathe in Me	Chuck Wild	Gold Masque Music (ASCAP)	50%
Lady Of The Moon	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Mountain Lullaby	Chuck Wild	Gold Masque Music (ASCAP)	50%
In Fields of Peace	Chuck Wild	Gold Masque Music (ASCAP)	50%
Sundial Dreams	Kevin Gibbs	No Solution Publishing (BMI)	50%
A New Beginning	Hilary Stagg		100%
Falling Through Time	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
The Enchanted Garden	Kevin Gibbs	No Solution Publishing (BMI)	50%
Remembering the Light	Kevin Gibbs	No Solution Publishing (BMI)	50%
The Sound of Still Water	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Pearls of Joy	Kevin Gibbs	No Solution Publishing (BMI)	50%
Close Your Eyes	Bernward Koch		100%
Easy Days	Hilary Stagg		100%
Through the Arbor	Kevin Gibbs	No Solution Publishing (BMI)	50%
Walking through Clouds	Bernward Koch		100%
Another Realm	Kevin Gibbs	No Solution Publishing (BMI)	50%
Heaven's Window	Peter Kater	Kater Music (BMI)	50%
Journey to Peace (Part 1)	Chuck Wild	Gold Masque Music (ASCAP)	50%
The Blue Light	Bernward Koch		100%
Sea of Dreams	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Touched by Love	Bernward Koch		100%
Fairy Wings	Kevin Gibbs	No Solution Publishing (BMI)	50%
Reflection	Chuck Wild	Gold Masque Music (ASCAP)	50%
Surfacing	Peter Kater	Kater Music (BMI)	50%
Paper Clouds	Kevin Gibbs	No Solution Publishing (BMI)	50%
The Sea At Night	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Night Light	Chuck Wild	Gold Masque Music (ASCAP)	50%
For My Love	Hilary Stagg		100%
After the Rain	Kevin Gibbs	No Solution Publishing (BMI)	50%

Substance of Life	Peter Kater	Kater Music (BMI)	50%
Angel of Hope	Omar Akram / Greg Karukas	Karukas Music (ASCAP)	50%
Eventide	Michael Hoppe	Cordially Yours (ASCAP)	50%
Letting Go (Part 1)	Chuck Wild	Gold Masque Music (ASCAP)	50%
Touching Calm	Chuck Wild	Gold Masque Music (ASCAP)	50%
Lovers Reunion	Hilary Stagg		100%
The Calling	Pamela Copus / Randy Copus	Galactic Playground (BMI)	50%
Evoking Wonder	Bernward Koch		100%
Simply Great	Bernward Koch		100%
Peaceful Journeys	Hilary Stagg		100%
Journey to Peace	Chuck Wild	Gold Masque Music (ASCAP)	50%
The Joy of Quiet (Part 2)	Chuck Wild	Gold Masque Music (ASCAP)	50%
Moment of Grace	Chuck Wild	Gold Masque Music (ASCAP)	50%
An Evening Walk	Bernward Koch		100%
In the Stillness	Chuck Wild	Gold Masque Music (ASCAP)	50%
Safe in Your Embrace	Kevin Gibbs	No Solution Publishing (BMI)	50%
Journey to Peace (Part 2)	Chuck Wild	Gold Masque Music (ASCAP)	50%
Between Tears	Johannes Linstead	Johanes Linstead (SOCAN)	50%
We Hold Peace in Our Hands (Part 1)	Chuck Wild	Gold Masque Music (ASCAP)	50%
Moment of Grace (Part 2)	Chuck Wild	Gold Masque Music (ASCAP)	50%
Poignant Memory	Bernward Koch		100%
Leverage (Season 1)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Leverage (Season 2)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Leverage (Season 3)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Leverage (Season 4)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Leverage (Season 5)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Librarians (Season 1)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Librarians (Season 2)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Librarians (Season 3)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Librarians (Season 4)	Joseph LoDuca	Electric Distribution Inc dba North Highland Music Inc	50%
Who You Talkin' To Man	Tyler Bates, Ciscandra Nostalgia		100%

- (ii) Material Musical Compositions / Master Recordings – Not Owned / Economic Interest Only.

Album Name	Description of Economic Interest
Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
Stranger Things 3 (Original Score From The Netflix Series)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
The Music of Red Dead Redemption 2 (Original Soundtrack)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
The Music of Red Dead Redemption 2 (Original Score)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
“Walk With Me” and “Where I Stand” from Midnight Sun (Original Motion Picture Soundtrack)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of these tracks
“Fathers & Daughters” from Fathers & Daughters (Original Motion Picture Soundtrack)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Eulogy” from Stranger Things Season 2 (A Netflix Original Soundtrack)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
Anastasia (Original Broadway Cast Recording)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
The Lightning Thief (Original Cast Recording)	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
Randy Rainbow - Hey Gurl It's Christmas	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this Album
“Teach Me To Whisper” from Liquid Mind VI: Spirit	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Serenity” from Liquid Mind V: Serenity	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Lullaby for Grownups” from Liquid Mind III: Balance	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Take Me Tenderly” from Liquid Mind IV: Unity	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“I Am Willing” from RELAX: A Liquid Mind Experience	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Renewal” from Liquid Mind XI: Deep Sleep	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Night Whispers” from Liquid Mind XI: Deep Sleep	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Awakening” from Liquid Mind V: Serenity	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Dreamland” from Liquid Mind XI: Deep Sleep	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track
“Breathing Space” from Breathing Space	Loan Party has a license to distribute, sell, reproduce and exploit phonorecords of this track

Composition Title / Recording Title	Album Name
Stranger Things	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Kids	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Nancy and Barb	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
This Isn't You	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Lay-Z	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)

Friendship	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Eleven	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
A Kiss	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Castle Byers	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Hawkins	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
The Upside Down	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
After Sarah	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
One Blink For Yes	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Photos in the Woods	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Fresh Blood	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Lamps	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Hallucinations	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Hanging Lights	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Biking To School	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Are You Sure?	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Agents	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Papa	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Cops Are Good At Finding	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
No Weapons	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Walking Through the Upside Down	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
She'll Kill You	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Run Away	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
No Autopsy	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Dispatch	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Joyce and Lonnie Fighting	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Lights Out	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Hazmat Suits	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Theoretically	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
You Can Talk To Me	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
What Else Is There To Do?	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Hawkins Lab	Stranger Things, Vol. 1 (A Netflix Original Series Soundtrack)
Boys and Girls	Stranger Things 3 (Original Score From The Netflix Series)
I Like Presents Too	Stranger Things 3 (Original Score From The Netflix Series)
Starcourt	Stranger Things 3 (Original Score From The Netflix Series)
Blank Makes You Crazy	Stranger Things 3 (Original Score From The Netflix Series)
I Need You To Trust Me	Stranger Things 3 (Original Score From The Netflix Series)
You're A Fighter	Stranger Things 3 (Original Score From The Netflix Series)
The Ceiling Is Beautiful	Stranger Things 3 (Original Score From The Netflix Series)
The First I Love You	Stranger Things 3 (Original Score From The Netflix Series)
Rats	Stranger Things 3 (Original Score From The Netflix Series)
What Did You Do To Him?	Stranger Things 3 (Original Score From The Netflix Series)
Find the Source	Stranger Things 3 (Original Score From The Netflix Series)
The Silver Cat Feeds	Stranger Things 3 (Original Score From The Netflix Series)

Heather's	Stranger Things 3 (Original Score From The Netflix Series)
William	Stranger Things 3 (Original Score From The Netflix Series)
Destroying the Castle	Stranger Things 3 (Original Score From The Netflix Series)
In The Void	Stranger Things 3 (Original Score From The Netflix Series)
Tammy	Stranger Things 3 (Original Score From The Netflix Series)
Mirkwood	Stranger Things 3 (Original Score From The Netflix Series)
Portal Drill	Stranger Things 3 (Original Score From The Netflix Series)
Happy Screams	Stranger Things 3 (Original Score From The Netflix Series)
Ruins	Stranger Things 3 (Original Score From The Netflix Series)
It's Just Ice	Stranger Things 3 (Original Score From The Netflix Series)
The Door Is Opening	Stranger Things 3 (Original Score From The Netflix Series)
Planck's Constant	Stranger Things 3 (Original Score From The Netflix Series)
She's Gone Home	Stranger Things 3 (Original Score From The Netflix Series)
Seven Feet	Stranger Things 3 (Original Score From The Netflix Series)
The Week Is Long	Stranger Things 3 (Original Score From The Netflix Series)
Sauna Test	Stranger Things 3 (Original Score From The Netflix Series)
Six Facts	Stranger Things 3 (Original Score From The Netflix Series)
The Trees Are Moving	Stranger Things 3 (Original Score From The Netflix Series)
On Their Tracks	Stranger Things 3 (Original Score From The Netflix Series)
Not Chinese Food	Stranger Things 3 (Original Score From The Netflix Series)
Blueprints	Stranger Things 3 (Original Score From The Netflix Series)
Land Deeds	Stranger Things 3 (Original Score From The Netflix Series)
Not Kids Anymore	Stranger Things 3 (Original Score From The Netflix Series)
Code Red	Stranger Things 3 (Original Score From The Netflix Series)
Feel Safe	Stranger Things 3 (Original Score From The Netflix Series)
He's Here	Stranger Things 3 (Original Score From The Netflix Series)
Scoops Troop	Stranger Things 3 (Original Score From The Netflix Series)
We Don't Understand Each Other	Stranger Things 3 (Original Score From The Netflix Series)
Aftermath	Stranger Things 3 (Original Score From The Netflix Series)
Unshaken	The Music of Red Dead Redemption 2 (Original Soundtrack)
Moonlight	The Music of Red Dead Redemption 2 (Original Soundtrack)
That's The Way It Is	The Music of Red Dead Redemption 2 (Original Soundtrack)
Mountain Finale	The Music of Red Dead Redemption 2 (Original Soundtrack)
Crash of Worlds	The Music of Red Dead Redemption 2 (Original Soundtrack)
Cruel World	The Music of Red Dead Redemption 2 (Original Soundtrack)
Red	The Music of Red Dead Redemption 2 (Original Soundtrack)
Mountain Hymn	The Music of Red Dead Redemption 2 (Original Soundtrack)
Mountain Banjo	The Music of Red Dead Redemption 2 (Original Soundtrack)
Table Top	The Music of Red Dead Redemption 2 (Original Soundtrack)
Love Come Back	The Music of Red Dead Redemption 2 (Original Soundtrack)
Oh My Lovely	The Music of Red Dead Redemption 2 (Original Soundtrack)
Cruel World	The Music of Red Dead Redemption 2 (Original Soundtrack)
By 1899, The Age of Outlaws and Gunslingers	The Music of Red Dead Redemption 2 (Original Score)

Outlaws From The West	The Music of Red Dead Redemption 2 (Original Score)
Blessed Are The Peacemakers	The Music of Red Dead Redemption 2 (Original Score)
Mrs Sadie Adler, Widow	The Music of Red Dead Redemption 2 (Original Score)
Revenge is a Dish Best Eaten	The Music of Red Dead Redemption 2 (Original Score)
It All Makes Sense Now	The Music of Red Dead Redemption 2 (Original Score)
The Fine Art of Conversation	The Music of Red Dead Redemption 2 (Original Score)
Banking, The Old American Art	The Music of Red Dead Redemption 2 (Original Score)
There She Is... A Real City, The Future	The Music of Red Dead Redemption 2 (Original Score)
Everybody Wake Up	The Music of Red Dead Redemption 2 (Original Score)
Welcome To The New World	The Music of Red Dead Redemption 2 (Original Score)
Paradise Mercifully Departed	The Music of Red Dead Redemption 2 (Original Score)
Doctor's Opinion	The Music of Red Dead Redemption 2 (Original Score)
Fleeting Joy	The Music of Red Dead Redemption 2 (Original Score)
Icarus And Friends	The Music of Red Dead Redemption 2 (Original Score)
Country Pursuits	The Music of Red Dead Redemption 2 (Original Score)
An American Pastoral Scene	The Music of Red Dead Redemption 2 (Original Score)
Blood Feuds, Ancient and Modern	The Music of Red Dead Redemption 2 (Original Score)
Red Dead Redemption	The Music of Red Dead Redemption 2 (Original Score)
The Wheel	The Music of Red Dead Redemption 2 (Original Score)
American Venom	The Music of Red Dead Redemption 2 (Original Score)
American Reprise	The Music of Red Dead Redemption 2 (Original Score)
Prologue: Once Upon a December	Anastasia (Original Broadway Cast Recording)
A Rumor in St Petersburg	Anastasia (Original Broadway Cast Recording)
In My Dreams	Anastasia (Original Broadway Cast Recording)
Learn To Do It	Anastasia (Original Broadway Cast Recording)
The Neva Flows	Anastasia (Original Broadway Cast Recording)
My Petersburg	Anastasia (Original Broadway Cast Recording)
Once Upon A December	Anastasia (Original Broadway Cast Recording)
Stay, I Pray You	Anastasia (Original Broadway Cast Recording)
We'll Go From There	Anastasia (Original Broadway Cast Recording)
Still	Anastasia (Original Broadway Cast Recording)
Journey to the Past	Anastasia (Original Broadway Cast Recording)
Paris Holds the Key (To Your Heart)	Anastasia (Original Broadway Cast Recording)
Crossing a Bridge	Anastasia (Original Broadway Cast Recording)
Close the Door	Anastasia (Original Broadway Cast Recording)
Land of Yesterday	Anastasia (Original Broadway Cast Recording)
The Countess and the Common Man	Anastasia (Original Broadway Cast Recording)
In a Crowd of Thousands	Anastasia (Original Broadway Cast Recording)
Meant to Be	Anastasia (Original Broadway Cast Recording)
Quartet at the Ballet	Anastasia (Original Broadway Cast Recording)
Everything to Win	Anastasia (Original Broadway Cast Recording)
Once Upon a December (Reprise)	Anastasia (Original Broadway Cast Recording)
The Press Conference	Anastasia (Original Broadway Cast Recording)

Everything to Win (Reprise)	Anastasia (Original Broadway Cast Recording)
Still / The Neva Flows (Reprise)	Anastasia (Original Broadway Cast Recording)
Finale	Anastasia (Original Broadway Cast Recording)
Prologue / The Day I Got Expelled	The Lightning Thief (Original Cast Recording)
Strong	The Lightning Thief (Original Cast Recording)
The Minotaur / The Weirdest Dream	The Lightning Thief (Original Cast Recording)
Another Terrible Day	The Lightning Thief (Original Cast Recording)
Their Sign	The Lightning Thief (Original Cast Recording)
Put You In Your Place	The Lightning Thief (Original Cast Recording)
The Campfire Song	The Lightning Thief (Original Cast Recording)
The Oracle	The Lightning Thief (Original Cast Recording)
Good Kid	The Lightning Thief (Original Cast Recording)
Killer Quest!	The Lightning Thief (Original Cast Recording)
Lost!	The Lightning Thief (Original Cast Recording)
My Grand Plan	The Lightning Thief (Original Cast Recording)
Drive	The Lightning Thief (Original Cast Recording)
The Weirdest Dream (Reprise)	The Lightning Thief (Original Cast Recording)
The Tree on the Hill	The Lightning Thief (Original Cast Recording)
D.O.A.	The Lightning Thief (Original Cast Recording)
Son of Poseidon	The Lightning Thief (Original Cast Recording)
The Last Day of Summer	The Lightning Thief (Original Cast Recording)
Bring on the Monsters	The Lightning Thief (Original Cast Recording)
Camp Half-Blood	The Lightning Thief (Original Cast Recording)
Pick a Side	The Lightning Thief (Original Cast Recording)
Try	The Lightning Thief (Original Cast Recording)
Hey Gurl, It's Christmas!	Randy Rainbow - Hey Gurl It's Christmas
I Saw Mommy Kissing Santa Claus	Randy Rainbow - Hey Gurl It's Christmas
Merry Christmas Darling / What Are You Doing New Year's Eve?	Randy Rainbow - Hey Gurl It's Christmas
Trump's Favourite Things	Randy Rainbow - Hey Gurl It's Christmas
Santa Claus Is Coming to Town	Randy Rainbow - Hey Gurl It's Christmas
The Christmas Movie Medley	Randy Rainbow - Hey Gurl It's Christmas
Make Someone Happy	Randy Rainbow - Hey Gurl It's Christmas
Walk With Me	Midnight Sun (Original Motion Picture Soundtrack)
Fathers & Daughters	Fathers & Daughters (Original Motion Picture Soundtrack)
Where I Stand	Midnight Sun (Original Motion Picture Soundtrack)
Eulogy	Stranger Things Season 2 (A Netflix Original Soundtrack)
Teach Me To Whisper	Liquid Mind VI: Spirit
Serenity	Liquid Mind V: Serenity
Lullaby for Grownups	Liquid Mind III: Balance
Take Me Tenderly	Liquid Mind IV: Unity
I Am Willing	RELAX: A Liquid Mind Experience
Renewal	Liquid Mind XI: Deep Sleep

Night Whispers	Liquid Mind XI: Deep Sleep
Awakening	Liquid Mind V: Serenity
Dreamland	Liquid Mind XI: Deep Sleep
Breathing Space	Sacred Earth - Breathing Space

- (iii) Material Master Recordings – Owned

Master Recording Title(s)	Artist name(s) (if known)	Co-owners (if known)	% Owned by Loan Party
Adagio for Sleep	Liquid Mind (Chuck Wild)		100%
Water Ballet	Peter Kater		100%
Valley Of Healing Waters	2002		100%
Afterglow	Peter Kater		100%
Summer of 300 Years	2002		100%
Breathe in Me	Liquid Mind (Chuck Wild)		100%
Lady Of The Moon	2002		100%
Mountain Lullaby	Liquid Mind (Chuck Wild)		100%
In Fields of Peace	Liquid Mind (Chuck Wild)		100%
Sundial Dreams	Kevin Kern		100%
A New Beginning	Hilary Stagg		100%
Falling Through Time	2002		100%
The Enchanted Garden	Kevin Kern		100%
Remembering the Light	Kevin Kern		100%
The Sound of Still Water	2002		100%
Pearls of Joy	Kevin Kern		100%
Close Your Eyes	Bernward Koch		100%
Easy Days	Hilary Stagg		100%
Through the Arbor	Kevin Kern		100%
Walking through Clouds	Bernward Koch		100%
Another Realm	Kevin Kern		100%
Heaven's Window	Peter Kater		100%
Journey to Peace (Part 1)	Liquid Mind (Chuck Wild)		100%
The Blue Light	Bernward Koch		100%
Sea of Dreams	2002		100%
Touched by Love	Bernward Koch		100%
Fairy Wings	Kevin Kern		100%
Reflection	Liquid Mind (Chuck Wild)		100%
Surfacing	Peter Kater		100%
Paper Clouds	Kevin Kern		100%
The Sea At Night	2002		100%
Night Light	Liquid Mind (Chuck Wild)		100%
For My Love	Hilary Stagg		100%

After the Rain	Kevin Kern		100%
Substance of Life	Peter Kater		100%
Angel of Hope	Omar Akram		100%
Eventide	Michael Hoppe		100%
Letting Go (Part 1)	Liquid Mind (Chuck Wild)		100%
Touching Calm	Liquid Mind (Chuck Wild)		100%
Lovers Reunion	Hilary Stagg		100%
The Calling	2002		100%
Evoking Wonder	Bernward Koch		100%
Simply Great	Bernward Koch		100%
Peaceful Journeys	Hilary Stagg		100%
Journey to Peace	Liquid Mind (Chuck Wild)		100%
The Joy of Quiet (Part 2)	Liquid Mind (Chuck Wild)		100%
Moment of Grace	Liquid Mind (Chuck Wild)		100%
An Evening Walk	Bernward Koch		100%
In the Stillness	Liquid Mind (Chuck Wild)		100%
Safe in Your Embrace	Kevin Kern		100%
Journey to Peace (Part 2)	Liquid Mind (Chuck Wild)		100%
Between Tears	Johannes Linstead		100%
We Hold Peace in Our Hands (Part 1)	Liquid Mind (Chuck Wild)		100%
Moment of Grace (Part 2)	Liquid Mind (Chuck Wild)		100%
Poignant Memory	Bernward Koch		100%
Leverage (Season 1)	Joseph LoDuca	Electric Distribution Inc	50%
Leverage (Season 2)	Joseph LoDuca	Electric Distribution Inc	50%
Leverage (Season 3)	Joseph LoDuca	Electric Distribution Inc	50%
Leverage (Season 4)	Joseph LoDuca	Electric Distribution Inc	50%
Leverage (Season 5)	Joseph LoDuca	Electric Distribution Inc	50%
Librarians (Season 1)	Joseph LoDuca	Electric Distribution Inc	50%
Librarians (Season 2)	Joseph LoDuca	Electric Distribution Inc	50%
Librarians (Season 3)	Joseph LoDuca	Electric Distribution Inc	50%
Librarians (Season 4)	Joseph LoDuca	Electric Distribution Inc	50%
Who You Talkin' To Man	Tyler Bates, Ciscandra Nostalgia		100%