



Registration of a Charge

Company Name: **CHRYSLIS RECORDS LIMITED**

Company Number: **00938986**



Received for filing in Electronic Format on the: **06/09/2021**

XACH7P03

Details of Charge

Date of creation: **25/08/2021**

Charge code: **0093 8986 0011**

Persons entitled: **TRUIST BANK (AS SUCCESSOR BY MERGER TO SUNTRUST BANK) AS ADMINISTRATIVE AGENT**

Brief description: **1. SONG: NOTHING COMPARES 2 U; COMPOSER(S)/ARTIST: SINEAD O'CONNOR. 2. SONG: ALWAYS SOMETHING THERE TO REMIND ME; COMPOSER(S)/ARTIST(S): NAKED EYES. 3. SONG: THE WHOLE OF THE MOON; COMPOSER(S)/ARTIST(S): THE WATERBOYS. SEE SCHEDULE 7 OF THE ASSUMPTION AGREEMENT FOR A FULL LIST OF COPYRIGHTS SUBJECT TO THIS CHARGE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

GREENBERG TRAURIG, LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 938986

Charge code: 0093 8986 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2021 and created by CHRYSALIS RECORDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2021 .

Given at Companies House, Cardiff on 7th September 2021

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



Companies House



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

Assumption Agreement

THIS ASSUMPTION AGREEMENT, dated as of August 25, 2021 (this “**Assumption Agreement**”), is made by Blue Raincoat Music Limited, a private limited company organized under the laws of England and Wales, (“**Blue Raincoat**”), Chrysalis Records Limited, a private limited company organized under the laws of England and Wales (“**Chrysalis**”) and Reservoir/Reverb Music Limited, a private limited company organized under the laws of England and Wales (“**Reverb**”, and together with Blue Raincoat and Chrysalis, collectively, the “**Additional Grantors**” and each, an “**Additional Grantor**”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “**Borrower**”), **RESERVOIR MEDIA, INC.**, a Delaware corporation (“**Parent**”), the lenders from time to time parties thereto and the Administrative Agent have entered into a Fourth Amended and Restated Credit Agreement, dated as of July 28, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, Parent, the Borrower, and certain of Parent’s Subsidiaries have entered into the Second Amended and Restated Guaranty and Security Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent for the benefit of the Secured Parties

WHEREAS, the Credit Agreement requires the Additional Grantors to become a party to the Guaranty and Security Agreement; and

WHEREAS, the Additional Grantors have agreed to execute and deliver this Assumption Agreement in order to become a party to the Guaranty and Security Agreement.

NOW, THEREFORE, it is agreed:

SECTION 1. Guaranty and Security Agreement By executing and delivering this Assumption Agreement, each Additional Grantor, as provided in Section 10.14 of the Guaranty and Security Agreement, hereby becomes a party to the Guaranty and Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Grantor to secure all of such Additional Grantor’s obligations and liabilities thereunder. The information set forth in Schedule A hereto is hereby added to the information set forth in Schedules I through 8 to the Guaranty and Security Agreement. Each Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Article V of the Guaranty and Security Agreement is true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date. Each reference to “Loan Party”, “Guarantor” and “Grantor” in the Guaranty and Security Agreement shall be deemed to include the Additional Grantors.

SECTION 2. Counterparts. This Assumption Agreement may be executed by one or more parties to this Assumption Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Assumption Agreement shall become effective when a counterpart hereof executed on behalf of each Additional Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent. Delivery of an executed counterpart to this Assumption Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 3. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 10.2 of the Guaranty and Security Agreement.

SECTION 4. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

Executed as a deed by)
BLUE RAINCOAT MUSIC LIMITED)
Acting by a director in the presence)
of:)

[Redacted Signature]

Witness's signature:

[Redacted Signature]

Name (print):

Rachael Hall

Occupation:

Paralegal

Address:

[Redacted Address]

Executed as a deed by)
RESERVOIR/REVERB MUSIC LIMITED)
Acting by a director in the presence)
of:)

[REDACTED]

Witness's signature:

[REDACTED]

Name (print):

Rechael Hall

Occupation:

Paralegal

Address:

[REDACTED]

Executed as a deed by)
CHRYSLIS RECORDS LIMITED)
Acting by a director in the presence)
of:)

[REDACTED]

Witness's signature:

[REDACTED]

Name (print):

Rachael Hull

Occupation:

Paralegal

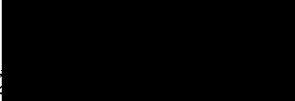
Address:

205 St [REDACTED]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 

Name: Nicholas Hahn

Title: Managing Director

ASSUMPTION AGREEMENT

**Supplement to Schedules of
Guaranty and Security Agreement**

SCHEDULE 1

Notice Addresses

To each Guarantor:

Reservoir Media Management, Inc.
75 Varick Street
9th Floor
New York, New York 10013
Attention: Golnar Khosrowshahi
Telephone Number: 416.618.0834
Email: GK@reservoir-media.com

SCHEDULE 2**Pledged Securities**

| Owner | Issuer | Class of Capital Stock | No. of Shares | Certificated or Uncertificated |
|--|--------------------------------------|-----------------------------------|----------------------|---|
| Blue Raincoat Music Limited | Chrysalis Records Limited | Ordinary Shares | 13,101,000 | Cert #6 |
| Chrysalis Records Limited | Ensign Records Limited | A Ordinary Shares | 80 | Cert #11 |
| Chrysalis Records Limited | Ensign Records Limited | B Ordinary Shares | 19; 1 | Cert #10; Cert #14 |

SCHEDULE 3

**Filings and Other Actions
Required to Perfect Security Interests**

Uniform Commercial Code Filings (UCC-1)

| Grantor | Jurisdiction |
|--------------------------------|----------------------|
| Blue Raincoat Music Limited | District of Columbia |
| Reservoir/Reverb Music Limited | District of Columbia |
| Chrysalis Records Limited | District of Columbia |

SCHEDULE 4**Legal Name, Organizational Status, Chief Executive Office**

| Legal Name | Jurisdiction of Organization | Tax ID# | Organizational # | Location of Office |
|--------------------------------|-------------------------------------|----------------|-------------------------|--|
| Blue Raincoat Music Limited | England and Wales | | 5075712 | Charles House, 5 - 11 Regent Street, London, England, SW1Y 4LR |
| Reservoir/Reverb Music Limited | England and Wales | | 2575417 | Reverb House, Bennett Street, London, England, W4 2AH |
| Chrysalis Records Limited | England and Wales | | 0938986 | Charles House, 5-11 Regent Street, London, SW1Y 4LR |

SCHEDULE 5

Patents

U.S. Patents

None.

SCHEDULE 6

Trademarks

U.S. Trademarks

None.

SCHEDULE 7

Copyrights

See attached.

| Song Title | Composer(s) / Artist(s) | Publishing / Record |
|--------------------------------------|---|---------------------|
| Nothing Compares 2 U | Sinead O'Connor | Record |
| Always Something There To Remind Me | Naked Eyes | Record |
| The Whole Of The Moon | The Waterboys | Record |
| Vienna | Ultravox | Record |
| LEAN ON | MARTIN BRESSO/William Grigahcine/PHILIP MECKSEPER/THOMAS PENTZ/KAREN ORSTED | Publishing |
| Make Me Smile (Come Up And See Me) | Steve Harley & Cockney Rebel | Record |
| Dancing With Myself | Generation X | Record |
| Impossible | ARNTHOR BIRGISSON/INA WROLDSEN | Publishing |
| The King Of Wishful Thinking | Go West | Record |
| A Message To You Rudy | The Specials | Record |
| Ghost Town | The Specials | Record |
| Fisherman'S Blues | The Waterboys | Record |
| Dancing With Tears In My Eyes | Ultravox | Record |
| I'D Love To Change The World | Ten Years After | Record |
| Symphony | STEVE MAC/ANMAR MALIK/Jack Patterson/INA WROLDSEN | Publishing |
| ROCKABYE | STEVE MAC/ANMAR MALIK/Jack Patterson/Sean Paul/INA WROLDSEN | Publishing |
| The One And Only | Chesney Hawkes | Record |
| Carnaval De Paris | Dario G | Record |
| The Studio Albums 1973-1983 | Robin Trower | Record |
| More Specials | The Specials | Record |
| We Close Our Eyes | Go West | Record |
| Stumblin' In | Suzi Quatro & Chris Norman | Record |
| Promises, Promises | Naked Eyes | Record |
| HOW DEEP IS YOUR LOVE | GAVIN KOOLMON/LUKE MAC/NATHAN DUVALL/ADAM WILES/INA WROLDSEN | Publishing |
| Specials | The Specials | Record |
| If You Can'T Give Me Love | Suzi Quatro | Record |
| The Complete Studio Albums 1974-1986 | UFO | Record |
| Scooby Snacks | Fun Lovin' Criminals | Record |
| Isn'T It Time | The Babys | Record |
| LET ME THINK ABOUT IT | GENC BURHAN/IDA CORR (LIFTED)/CHRISTIAN STAFFELDT (LIFTED) | Publishing |
| Doctor Doctor | UFO | Record |
| Sunchyme | Dario G | Record |
| Phenomenon | ROCCO & DOPEMONKEYS | Record |
| Breathe | Will Clarke/UZOECHI EMENIKE/Fred Gibson/Timucin Lam/INA WROLDSEN | Publishing |
| FLOWERS | MARTIN GREEN/MICHAEL POWELL | Publishing |
| King Of Wishful Thinking | Go West | Record |
| The Best Of The Specials | The Specials | Record |
| This Is The Sea | The Waterboys | Record |
| We Want Peace | Rico | Record |
| GOTTA GET THRU THIS | DANIEL BEDINGFIELD | Publishing |
| The Wild One | Suzi Quatro | Record |
| Let The Sky Fall | Ten Years After | Record |
| Work From Home | JOSHUA COLEMAN/Claire Demorest/Alexander Izquierdo/DALLAS KOEHLKE/Brian Lee/DANIEL BEDINGFIELD/Tyrone Griffin Jr. | Publishing |
| Can The Can | Suzi Quatro | Record |
| Legend: The Best Of | Suzi Quatro | Record |

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|----------------------------------|---|------------|
| Too Much Too Young | The Specials | Record |
| The Specials | The Specials | Record |
| I PROMISED MYSELF | NICK KAMEN (AD) | Publishing |
| Gangsters | The Specials | Record |
| Call Me | Go West | Record |
| The Man Who Sold The World | Midge Ure | Record |
| Silent Night | Sinéad O'Connor | Record |
| Wires | Athlete | Record |
| Our Lips Are Sealed | Fun Boy Three | Record |
| Lights Out | UFO | Record |
| I Want That Man | Deborah Harry | Record |
| STRONGEST | ARNTHOR BIRGISSON/Bard Bonsaksen/INA WROLDSEN | Publishing |
| 1992: The Love Album | Carter The Unstoppable Sex Machine | Record |
| I Do Not Want What I Haven'T Got | Sinéad O'Connor | Record |
| Bridge Of Sighs | Robin Trower | Record |
| MAD LOVE | RAOUL CHEN/Jack Patterson/Sean Paul/DAVID GUETTA/ SHAKIRA/ SOAKY/GIORGIO TUINFORT/EMILY WARREN/INA WROLDSEN | Publishing |
| Every Time I Think Of You | The Babys | Record |
| 19 | Paul Hardcastle | Record |
| All Apologies | Sinéad O'Connor | Record |
| She'S In Love With You | Suzi Quatro | Record |
| Nothing Compares 2 U | Sinéad O'Connor | Record |
| Born To Run | Suzi Quatro | Record |
| Obsessed | Edvinas Pechovskis/EDVARD ERFJORD/INA WROLDSEN | Publishing |
| YOU MAKE ME FEEL THAT... | STEVE MAC/INA WROLDSEN | Publishing |
| Troy | Sinéad O'Connor | Record |
| Rock Bottom | UFO | Record |
| Monkey Man | The Specials | Record |
| PLACES | MICHAEL CALFAN/MARTIN SOLVEIG/INA WROLDSEN | Publishing |
| The Hippy Hippy Shake | The Swinging Blue Jeans | Record |
| Do The Dog | The Specials | Record |
| Too Much Pressure | The Selecter | Record |
| Little Bitch | The Specials | Record |
| The Fun Lovin' Criminal | Fun Lovin' Criminals | Record |
| HOLD MY HAND | JESSICA GLYNNE/JACK ROBERT PATTERSON/JANEE BENNETT/INA WROLDSEN | Publishing |
| Mandinka | Sinéad O'Connor | Record |
| MAN DOWN | Robyn Fenty/SHAMA JOSEPH/SHONTELLE LAYNE/THERON THOMAS/TIMOTHY THOMAS | Publishing |
| If I Was | Midge Ure | Record |
| Rat Race | The Specials | Record |
| Devil Gate Drive | Suzi Quatro | Record |
| Missing | Everything But The Girl | Record |
| What Do I Do | Phil Fearon & Galaxy | Record |
| Don'T Shed A Tear | Paul Carrack | Record |
| AMERICA'S GOT TALENT THEME | JOS JORGENSEN/ANDREW LOVE | Publishing |
| The Emperor'S New Clothes | Sinéad O'Connor | Record |
| How Long Will I Love You | The Waterboys | Record |
| ALARM | STEVE MAC/ANNE-MARIE NICHOLSON/WAYNE HECTOR/INA WROLDSEN | Publishing |
| On My Radio | The Selecter | Record |

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|--|---|------------|
| Sebastian | Cockney Rebel | Record |
| Back On My Feet Again | The Babys | Record |
| The Collection | Ultravox | Record |
| Live At The Fillmore East 1970 | Ten Years After | Record |
| Hymn | Ultravox | Record |
| I'M Going Home | Ten Years After | Record |
| Living In A Box | Living In A Box | Record |
| Gaudete | Steeleye Span | Record |
| WHEN THE BEAT DROPS OUT | Jamie Hartman/MARLON ROUDETTE | Publishing |
| Day Of The Eagle | Robin Trower | Record |
| Loch Lomond | Runrig | Record |
| Too Hot To Handle | UFO | Record |
| Stepping Down The Glory Years (The Albums 1987-96) | Runrig | Record |
| Reap The Wild Wind | Ultravox | Record |
| The Best Of 2 Tone | The Selecter | Record |
| Will The Last Man Standing (Turn Out The Light): The Best | UFO | Record |
| It'S A Shame (My Sister) | Monie Love | Record |
| Fisherman'S Box: The Complete Fisherman'S Blues Session | The Waterboys | Record |
| Fuzzy | Grant Lee Buffalo | Record |
| The Tears Of A Clown | The Beat | Record |
| Lament | Ultravox | Record |
| I Lost My Head: The Chrysalis Years 1975-1980 | Gentle Giant | Record |
| At The Bbc (1974-1985) | UFO | Record |
| Long Distance: The Best Of Runrig | Runrig | Record |
| Too Rolling Stoned | Robin Trower | Record |
| Nelson Mandela | The Special AKA | Record |
| When You Walk In The Room | Paul Carrack | Record |
| Last Day Of Our Acquaintance | Sinéad O'Connor | Record |
| Strangers In The Night (Live) | UFO | Record |
| Recorded Live | Ten Years After | Record |
| A Man Is In Love | The Waterboys | Record |
| Frankie Miller...That'S Who!:The Complete Chrysalis Record | Frankie Miller | Record |
| BRITAIN'S GOT TALENT | JORGENSEN JOS/ANDREW LOVE | Publishing |
| Chances | Athlete | Record |
| Extended | Ultravox | Record |
| And A Bang On The Ear | The Waterboys | Record |
| Armed And Ready | Michael Schenker | Record |
| IMPOSSIBLE (SPANISH VERSION) | ARNTHOR BIRGISSON/LUIGI GIRALDO/FRANCISCO BAUTISTA/INA WROLDSEN | Publishing |
| 48 Crash | Suzi Quatro | Record |
| Darlin' | Frankie Miller | Record |
| Room To Roam | The Waterboys | Record |
| Return To Eden: Live At The Roundhouse | Ultravox | Record |
| Friday Night, Saturday Morning | The Specials | Record |
| STOP THE ROCK | NORMAN FISHER-JONES/TREVOR GRAY/HOWARD GRAY/IAN HOXLEY | Publishing |
| Thinking About Your Love | Kenny Thomas | Record |
| Love To Love | UFO | Record |
| Dancing Tight | Phil Fearon & Galaxy | Record |
| Do Nothing | The Specials | Record |
| FAVELA | EDVARD ERFJORD/INA WROLDSEN | Publishing |
| Respect | Adeva | Record |
| A Girl Called Johnny | The Waterboys | Record |

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| Generation X | Generation X | Record |
| Don'T Cry For Me Argentina | Sinéad O'Connor | Record |
| NO PROMISES | JONAS SCHRODER/LUCAS SIEBER | Publishing |
| The Very Best Of Suzi Quatro | Suzi Quatro | Record |
| You'Re Wondering Now | The Specials | Record |
| You Made Me The Thief Of Your Heart | Sinéad O'Connor | Record |
| Like That | FLEUR EAST/BEN EPSTEIN/JANEE BENNETT/FRASER SMITH/ASHLEY SOAN/INA WROLDSEN | Publishing |
| A Pagan Place | The Waterboys | Record |
| Black Boys On Mopeds | Sinéad O'Connor | Record |
| Room In Your Heart | Living In A Box | Record |
| All Around My Hat | Steeleye Span | Record |
| Concrete Jungle | The Specials | Record |
| Make Me Smile (Come Up And See Me) (2014 Remastered) | Steve Harley & Cockney Rebel | Record |
| MOVE TOGETHER | Jamie Hartman/JAMES BAY | Publishing |
| So Far - The Best Of Sinéad O'Connor | Sinéad O'Connor | Record |
| Ready Steady Go | Generation X | Record |
| Sweet Thing | The Waterboys | Record |
| HUMAN | NIRE ALLDAI/Jamie Hartman/THOR NORGAARD/MADS WINTHER-MOLLER | Publishing |
| UPSIDE DOWN (SINGLE VERSION) | PALOMA FAITH/BELLE HUMBLE/JOS JORGENSEN/ANDREW LOVE | Publishing |
| The Best Of The Waterboys (1981-1990) | The Waterboys | Record |
| Cleveland Rocks | Ian Hunter | Record |
| EMPIRE | STEVE MAC/INA WROLDSEN | Publishing |
| Belladonna | UFO | Record |
| THEN | STEVE MAC/ANNE-MARIE NICHOLSON/INA WROLDSEN | Publishing |
| The Singles | The Specials | Record |
| Rage In Eden | Ultravox | Record |
| The Voice | Ultravox | Record |
| PASILDA | NICK BENNETT/PATRICK COLE/Isabel Fructuoso | Publishing |
| Couldn'T Get It Right | Fun Lovin' Criminals | Record |
| A Space In Time | Ten Years After | Record |
| Wonderful Life | Black Box Recorder | Record |
| Amigo | Black Slate | Record |
| It Ain'T What You Do It'S The Way That You Do It | Fun Boy Three | Record |
| Higher | ARNTHOR BIRGISSON/INA WROLDSEN | Publishing |
| Head First | The Babys | Record |
| THE CREEPS | CAMILLE JONES (LIFTED - 50% RATE) | Publishing |
| Dancing with Myself | Generation X | Record |
| Anthology | The Babys | Record |
| I'M Going Home | Ten Years After | Record |
| History Never Repeats | Split Enz | Record |

SCHEDULE 8

Commercial Tort Claims

None.

SECOND AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT

dated as of July 28, 2021

made by

RESERVOIR MEDIA MANAGEMENT, INC.,
as Borrower,

RESERVOIR MEDIA, INC.
as Parent,

and

THE OTHER GRANTORS FROM TIME TO TIME PARTY HERETO

in favor of

TRUIST BANK
as Administrative Agent

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Annexes

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Annex III - Form of Supplement

SECOND AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT, dated as of July 28, 2021, is made by RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “Borrower”), RESERVOIR MEDIA, INC., a Delaware corporation (“Parent”), and certain Subsidiaries of Parent identified on the signature pages hereto as “Guarantors” (together with the Borrower, Parent, and any other Subsidiary of Parent that becomes a party hereto from time to time after the date hereof, each, a “Grantor” and, collectively, the “Grantors”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement defined below).

WHEREAS, Parent and the Borrower are entering into that certain Fourth Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among Parent, the Borrower, the Lenders from time to time parties thereto and the Administrative Agent, providing for a revolving credit facility;

WHEREAS, certain of the Grantors entered into that certain Amended and Restated Guaranty and Security Agreement dated as of October 16, 2019 in favor of the Administrative Agent (as amended and otherwise modified prior to the date hereof, and as in effect on the date hereof, the “Existing Security Agreement”), to secure the Guaranteed Obligations (as defined in the Existing Security Agreement);

WHEREAS, the parties hereto desire to amend and restate the Existing Security Agreement in its entirety as, and in accordance with and subject to the terms and conditions, set forth herein; and

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantors enter into this Agreement, pursuant to which the Grantors (other than the Borrower) shall guaranty all Guaranteed Obligations of the Borrower and the Grantors (including the Borrower) shall grant Liens on substantially all of their personal property to the Administrative Agent, on behalf of the Secured Parties, to secure their respective Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the parties hereto agree that the Existing Security Agreement is hereby amended and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings assigned to such terms in the Credit Agreement, and the terms “Account Debtor”, “Accounts”, “Chattel Paper”, “Commercial Tort Claims”, “Deposit Accounts”, “Documents”, “Electronic Chattel Paper”, “Equipment”, “Fixtures”, “General Intangibles”, “Goods”, “Instruments”, “Inventory”, “Investment Property”, “Letter of Credit”, “Letter-of-Credit Rights”, “Payment Intangibles”, “Proceeds”, “Securities Accounts”, “Supporting Obligations”, and “Tangible Chattel Paper” shall have the meanings assigned to such terms in the UCC:

(b) As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” shall mean this Second Amended and Restated Guaranty and Security Agreement, as amended, restated, supplemented or otherwise modified from time to time.

“**Collateral**” shall have the meaning set forth in Section 3.1.

“**Copyright Licenses**” shall mean any and all present and future written agreements to which a Grantor is a party providing for the granting of any right in or to Copyrights (whether the applicable Grantor is licensee or licensor thereunder).

“**Copyrights**” shall mean, collectively, with respect to each Grantor, all copyrights, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any copyrights, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto that are owned by or assigned to such Grantor, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof that are owned by or assigned to such Grantor, and (iv) rights to sue for past, present or future infringements thereof owned by or assigned to such Grantor.

“**Excluded Property**” shall mean (i) any Capital Stock of any Securitization Subsidiary if, to the extent, and for so long as, the grant of a Lien thereon to secure the Obligations is effectively prohibited by any law, treaty, rule or regulation, or determination of a Governmental Authority or any Contractual Obligation; provided that such Capital Stock shall cease to be Excluded Property at such time as such prohibition ceases to be in effect, (ii) any assets of any Immaterial Subsidiary, (iii) any Capital Stock in joint ventures with a non-Affiliate permitted under the Credit Agreement to the extent and for so long as the granting of security interests in such Capital Stock would be prohibited by the organizational documents or shareholder agreements or similar contracts among the owners of the Capital Stock of such joint venture; provided that such Capital Stock shall cease to be Excluded Property at such time as such prohibition ceases to be in effect, (iv) any of such Grantor’s right, title or interest in any license, contract or agreement or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the express terms of such license, contract or agreement constitute or result in the unenforceability of any right, title or interest of such Grantor in, or a breach, termination or a default under, any term of such license, contract or agreement (other than to the extent that any such term (x) has been waived or (y) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the UCC or other applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Administrative Agent’s unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement, (v) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be

included in the definition of Collateral, (vi) any fee-owned real property and all leasehold interests, (vii) any motor vehicles and any other assets subject to certificates of title, and (viii) any fixed or capital assets subject to Liens permitted under Section 7.2(d) of the Credit Agreement, if, to the extent and for so long as the security interest hereunder on such fixed or capital assets or such cash would constitute or result in a breach of, or a default under, the definitive documentation creating such Liens; provided that **“Excluded Property”** shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

“Existing IP Security Agreements” means that certain (a) Copyright Security Agreement dated as of December 19, 2014, between the Borrower and the Administrative Agent, (b) Copyright Security Agreement dated as of March 29, 2018, between the Borrower and the Administrative Agent, (c) Trademark Security Agreement dated as of December 19, 2014, between the Borrower and the Administrative Agent and (d) Copyright Security Agreement dated as of October 16, 2019, between the Borrower and the Administrative Agent.

“Existing Security Agreement” has the meaning specified therefor in the recitals to this Agreement.

“Existing Security Documents” means the Existing Security Agreement and the Existing IP Security Agreements.

“Guaranteed Obligations” shall mean, collectively, all Obligations (excluding, with respect to any Guarantor at any time, Excluded Swap Obligations with respect to such Guarantor at such time), whether direct or indirect, absolute or contingent, and whether for principal, interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), premiums (if any), fees, indemnities, contract causes of action, costs, expenses, or otherwise, including, without limitation, any interest thereon, plus attorneys’ fees and expenses if the obligations represented by the guarantee hereunder are collected by law, through an attorney-at-law, or under advice therefrom (all of the foregoing whether now existing or hereinafter arising).

“Guarantors” shall mean, collectively, each Grantor other than the Borrower.

“Issuers” shall mean, collectively, each issuer of a Pledged Security.

“Material Copyright” shall mean any Copyright owned by a Grantor with respect to Material Music Copyrights.

“Material Licenses” shall mean any Copyright License with respect to Material Music Copyrights or any Patent License or Trademark License material to the business of the Parent and its Subsidiaries taken as a whole.

“Monetary Obligation” shall mean a monetary obligation secured by Goods or owed under a lease of Goods and includes a monetary obligation with respect to software used in Goods.

“Note” shall mean an instrument that evidences a promise to pay a Monetary Obligation and any other instrument within the description of “promissory note” as defined in Article 9 of the UCC.

“Patent Licenses” shall mean any and all present and future written agreements to which a Grantor is a party providing for the granting of any right in or to Patents (whether the applicable Grantor is licensee or licensor thereunder), including, without limitation, any thereof referred to in Schedule 5.

“Patents” shall mean, collectively, with respect to each Grantor, all letters patent issued or assigned to, and all patent applications and registrations made by, such Grantor (whether established or registered or recorded in the United States, any State thereof or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, and rights to obtain any of the foregoing, in each case that are owned by or assigned to such Grantor (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof owned by or assigned to such Grantors, and (v) rights to sue for past, present or future infringements thereof owned by or assigned to such Grantor.

“Pledged Certificated Stock” shall mean all certificated securities and any other Capital Stock of any Person, other than Excluded Property, evidenced by a certificate, instrument or other similar document, in each case owned by any Grantor, including those interests set forth on Schedule 2 to the extent such interests are certificated, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time.

“Pledged Securities” shall mean, collectively, all Pledged Certificated Stock and all Pledged Uncertificated Stock.

“Pledged Uncertificated Stock” shall mean any Capital Stock or Stock Equivalent of any Person, other than Pledged Certificated Stock and Excluded Property, in each case owned by any Grantor, including those interests set forth on Schedule 2 to the extent such interests are not certificated and including all right, title and interest of any Grantor as a limited or general partner in any partnership or as a member of any limited liability company not constituting Pledged Certificated Stock, all right, title and interest of any Grantor in, to and under any organizational document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time.

“Secured Obligations” shall have the meaning set forth in Section 3.1.

“Securities Act” shall mean the Securities Act of 1933, as amended and in effect from time to time.

“Stock Equivalents” shall mean all securities convertible into or exchangeable for Capital Stock or any other Stock Equivalent and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any Capital Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

“Trademark Licenses” shall mean any and all present and future written agreements to which a Grantor is a party providing for the granting of any right in or to Trademarks (whether the applicable Grantor is licensee or licensor thereunder).

“Trademarks” shall mean, collectively, with respect to each Grantor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto that are owned by or assigned to such Grantor, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof owned by or assigned to such Grantor, and (iv) rights to sue for past, present or future infringements thereof owned by or assigned to such Grantor, including, without limitation, any thereof referred to in Schedule 6.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 1.2. Terms Generally. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

ARTICLE II

GUARANTEE

Section 2.1. Guarantee.

(a) Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, to the Administrative Agent for the benefit of the Secured Parties, the full and prompt payment and performance when due (whether at maturity, the date of any required prepayment, by acceleration, by demand, or otherwise) of all the Guaranteed Obligations (including any extensions, modifications, substitutions, amendments, or renewals of any or all of the foregoing Guaranteed Obligations), and agrees to pay any and all expenses (including fees and expenses of counsel) incurred by the Administrative Agent or any other Secured Party in enforcing any rights under this guarantee or any other Loan Document, in accordance with the terms of the Loan Documents. Without limiting the generality of the foregoing, each Guarantor’s liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by a Borrower to any Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding involving such Borrower. Each Guarantor (solely in its capacity as such) further agrees that the Guaranteed Obligations may be extended or renewed (in accordance with the terms of the Credit Agreement), in whole or in part, without notice to or further assent from such Guarantor, and that such Guarantor will remain bound upon its guarantee notwithstanding any extension or renewal of any Guaranteed Obligations.

(b) Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Administrative Agent or any other Secured Party to any of the security held for payment of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Administrative Agent or any other Secured Party in favor of the Borrower or any other Guarantor.

(c) It is the intent of each Guarantor and the Administrative Agent that the maximum obligations of the Guarantors hereunder shall be, but not in excess of:

(i) in a case or proceeding commenced by or against any Guarantor under the provisions of Title 11 of the United States Code, 11 U.S.C. §§101 et seq., as amended and in effect from time to time (the “**Bankruptcy Code**”), on or within one year from the date on which any of the Guaranteed Obligations are incurred, the maximum amount which would not otherwise cause the Guaranteed Obligations (or any other obligations of such Guarantor owed to the Administrative Agent or the other Secured Parties) to be avoidable or unenforceable against such Guarantor under (i) Section 548 of the Bankruptcy Code or (ii) any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(ii) in a case or proceeding commenced by or against any Guarantor under the Bankruptcy Code subsequent to one year from the date on which any of the Guaranteed Obligations are incurred, the maximum amount which would not otherwise cause the Guaranteed Obligations (or any other obligations of such Guarantor to the Administrative Agent or the other Secured Parties) to be avoidable or unenforceable against such Guarantor under any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding by virtue of Section 544 of the Bankruptcy Code; or

(iii) in a case or proceeding commenced by or against any Guarantor under any law, statute or regulation other than the Bankruptcy Code (including, without limitation, any other bankruptcy, reorganization, arrangement, moratorium, readjustment of debt, dissolution, liquidation or similar debtor relief laws), the maximum amount which would not otherwise cause the Guaranteed Obligations (or any other obligations of such Guarantor to the Administrative Agent or the other Secured Parties) to be avoidable or unenforceable against such Guarantor under such law, statute or regulation, including, without limitation, any state fraudulent transfer or fraudulent conveyance act or statute applied in any such case or proceeding.

(d) The substantive laws under which the possible avoidance or unenforceability of the Guaranteed Obligations (or any other obligations of such Guarantor to the Administrative Agent or the other Secured Parties) as may be determined in any case or proceeding shall hereinafter be referred to as the “**Avoidance Provisions**”. To the extent set forth in Sections 2.1(c)(i) through 2.1(c)(iii), but only to the extent that the Guaranteed Obligations would otherwise be subject to avoidance or found unenforceable under the Avoidance Provisions, if any Guarantor is not deemed to have received valuable consideration, fair value or reasonably equivalent value for the Guaranteed Obligations, or if the Guaranteed Obligations would render such Guarantor insolvent, or leave such Guarantor with an unreasonably small capital to conduct its business, or cause such Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the Guaranteed Obligations are deemed to have been incurred under the Avoidance Provisions and after giving effect to the contribution by such Guarantor, the maximum Guaranteed Obligations for which such Guarantor shall be liable hereunder shall be reduced to that amount which, after giving effect thereto, would not cause the Guaranteed Obligations (or any other obligations of such Guarantor to the Administrative Agent or the Secured Parties), as so reduced, to be subject to avoidance or unenforceability under the Avoidance Provisions.

(e) This Section 2.1 is intended solely to preserve the rights of the Administrative Agent and the other Secured Parties hereunder to the maximum extent that would not cause the Guaranteed Obligations of such Guarantor to be subject to avoidance or unenforceability under the Avoidance Provisions, and neither the Grantors nor any other Person shall have any right or claim under this

Section 2.1 as against the Administrative Agent or any Secured Party that would not otherwise be available to such Person under the Avoidance Provisions.

(f) Each Guarantor agrees that if the maturity of any of the Guaranteed Obligations is accelerated by bankruptcy or otherwise, such maturity shall also be deemed accelerated for the purpose of this guarantee without demand or notice to such Guarantor. The guarantee contained in this Article II shall remain in full force and effect until terminated or released in accordance with Section 10.16 hereof.

Section 2.2. Payments. Each Guarantor hereby agrees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent specified pursuant to the Credit Agreement.

Section 2.3. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under the guarantee hereunder or any other Loan Document in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 2.3 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2.3, or otherwise under the guarantee hereunder, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until this Agreement is terminated in accordance with Section 10.16 hereof. Each Qualified ECP Guarantor intends that this Section 2.3 constitute, and this Section 2.3 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act. For the purposes of this Section 2.3, “*Qualified ECP Guarantor*” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE III

GRANT OF SECURITY INTEREST

Section 3.1. Grant of Security Interest. Each Grantor hereby (i) reaffirms the grant of security interest pursuant to the Existing Security Agreement (to the extent such Grantors are party thereto) and (ii) pledges, assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and lien on all personal property of such Grantor, including, but not limited to, all of the following property, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (collectively, the “*Collateral*”), as collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (collectively, the “*Secured Obligations*”):

- (a) all Accounts and Chattel Paper;
- (b) all Copyrights and Copyright Licenses;

(c) all Commercial Tort Claims described on Schedule 8, as such schedule may be supplemented from time to time pursuant to Section 6.14 hereof;

(d) all Deposit Accounts;

(e) all Documents;

(f) all General Intangibles;

(g) all Goods (including, all Inventory, all Equipment and all Fixtures);

(h) all Instruments;

(i) all Investment Property;

(j) all Letters of Credit and Letter-of-Credit Rights;

(k) all Notes and all intercompany obligations between the Loan Parties;

(l) all Patents and Patent Licenses;

(m) all Pledged Securities;

(n) all Securities Accounts;

(o) all Trademarks and Trademark Licenses;

(p) all books and records, Supporting Obligations and related letters of credit or other claims and causes of action, in each case to the extent pertaining to the Collateral;

(q) all of such Grantor's money, cash, or other assets of such Grantor that now or hereafter come into the possession, custody, or control of Administrative Agent or any other Secured Party; and

(r) to the extent not otherwise included, substitutions, replacements, accessions, products and other Proceeds (including, without limitation, insurance proceeds, licenses, royalties, income, payments, claims, damages and proceeds of suit) of any or all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on or shall attach to, and the Collateral shall not include, any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien granted hereunder 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.

Section 3.2. Transfer of Pledged Securities. All certificates and instruments representing or evidencing the Pledged Certificated Stock shall be delivered to and held pursuant hereto by the Administrative Agent or a Person designated by the Administrative Agent and, in the case of an instrument or certificate in registered form, shall be duly indorsed to the Administrative Agent or in blank by an effective endorsement (whether on the certificate or instrument or on a separate writing), and accompanied by any required transfer tax stamps to effect the pledge of the Pledged Securities to the Administrative Agent. Notwithstanding the preceding sentence, all Pledged Certificated Stock must be delivered or transferred in such manner, and each Grantor shall take all such further action as may be

requested by the Administrative Agent, as to permit the Administrative Agent to be a “protected purchaser” to the extent of its security interest as provided in Section 8-303 of the UCC.

Section 3.3. Grantors Remain Liable under Accounts, Chattel Paper and Payment Intangibles.

Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts, Chattel Paper and Payment Intangibles to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account, Chattel Paper or Payment Intangible. Neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any Account, Chattel Paper or Payment Intangible (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any such other Secured Party of any payment relating to such Account, Chattel Paper or Payment Intangible pursuant hereto, nor shall the Administrative Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account, Chattel Paper or Payment Intangible (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account, Chattel Paper or Payment Intangible (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

ARTICLE IV

ACKNOWLEDGMENTS, WAIVERS AND CONSENTS

Section 4.1. Acknowledgments, Waivers and Consents.

(a) Each Grantor acknowledges and agrees that the obligations undertaken by it under this Agreement involve the guarantee of, and each Grantor acknowledges and agrees that the obligations undertaken by it under this Agreement involve the provision of collateral security for, Obligations of Persons other than such Grantor and that such Grantor’s guarantee and provision of collateral security for the Secured Obligations are absolute, irrevocable and unconditional under any and all circumstances. In full recognition and furtherance of the foregoing, each Grantor understands and agrees, to the fullest extent permitted under applicable law and, except for the termination or release of such Grantor’s obligations and Collateral hereunder as expressly provided in Section 10.14 or as may otherwise be expressly and specifically provided in the Loan Documents, that each Grantor shall remain obligated hereunder (including, without limitation, with respect to each Guarantor the guarantee made by it herein and, with respect to each Grantor, the collateral security provided by such Grantor herein), and the enforceability and effectiveness of this Agreement and the liability of such Grantor, and the rights, remedies, powers and privileges of the Administrative Agent and the other Secured Parties under this Agreement and the other Loan Documents, shall not be affected, limited, reduced, discharged or terminated in any way:

(i) notwithstanding that, without any reservation of rights against any Grantor and without notice to or further assent by any Grantor, (A) any demand for payment of any of the Secured Obligations made by the Administrative Agent or any other Secured Party may be rescinded by the Administrative Agent or such other Secured Party and any of the Secured Obligations continued; (B) the Secured Obligations, the liability of any other Person upon or for any part thereof or any collateral security or guarantee therefor or right of offset with respect thereto may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by, or any indulgence or forbearance in respect thereof granted by, the Administrative Agent or any other Secured Party; (C) subject to

Section 10.14, the Credit Agreement, the other Loan Documents and all other documents executed and delivered in connection therewith or in connection with Hedging Obligations and Bank Product Obligations included as Obligations may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders, all Lenders, or the other parties thereto, as the case may be) may deem advisable from time to time; (D) the Borrower, any Guarantor or any other Person may from time to time accept or enter into new or additional agreements, security documents, guarantees or other instruments in addition to, in exchange for or relative to any Loan Document, all or any part of the Secured Obligations or any Collateral now or in the future serving as security for the Secured Obligations; (E) any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any other Secured Party for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released; and (F) any other event shall occur which constitutes a defense or release of sureties generally; and

(ii) regardless of, and each Grantor hereby expressly waives to the fullest extent permitted by law any defense now or in the future arising by reason of, (A) the illegality, invalidity or unenforceability of the Credit Agreement, any other Loan Document, any of the Secured Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any other Secured Party; (B) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Grantor or any other Person against the Administrative Agent or any other Secured Party; (C) the insolvency, bankruptcy arrangement, reorganization, adjustment, composition, liquidation, disability, dissolution or lack of power of any Grantor or any other Person at any time liable for the payment of all or part of the Secured Obligations or the failure of the Administrative Agent or any other Secured Party to file or enforce a claim in bankruptcy or other proceeding with respect to any Person, or any sale, lease or transfer of any or all of the assets of any Grantor, or any changes in the shareholders of any Grantor; (D) the fact that any Collateral or Lien contemplated or intended to be given, created or granted as security for the repayment of the Secured Obligations shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other Lien, it being recognized and agreed by each of the Grantors that it is not entering into this Agreement in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the Collateral for the Secured Obligations; (E) any failure of the Administrative Agent or any other Secured Party to marshal assets in favor of any Grantor or any other Person, to exhaust any collateral for all or any part of the Secured Obligations, to pursue or exhaust any right, remedy, power or privilege it may have against any Grantor or any other Person or to take any action whatsoever to mitigate or reduce any Grantor's liability under this Agreement or any other Loan Document; (F) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (G) the possibility that the Secured Obligations may at any time and from time to time exceed the aggregate liability of such Grantor under this Agreement; or (H) any other circumstance or act whatsoever, including any action or omission of the type described in Section 4.1(a)(i) (with or without notice to or knowledge of any Grantor), which constitutes, or might be construed to constitute, an equitable or legal discharge or defense of the Borrower for the Obligations, or of such Guarantor under the guarantee contained in Article II, or with respect to the collateral security provided by such Grantor herein, or which might be available to a surety or guarantor, in bankruptcy or in any other instance.

(b) Each Grantor hereby waives to the extent permitted by law (i) except as expressly provided otherwise in any Loan Document, all notices to such Grantor, or to any other Person, including,

but not limited to, notices of the acceptance of this Agreement, the guarantee contained in Article II or the provision of collateral security provided herein, or the creation, renewal, extension, modification or accrual of any Secured Obligations, or notice of or proof of reliance by the Administrative Agent or any other Secured Party upon the guarantee contained in Article II or upon the collateral security provided herein, or of default in the payment or performance of any of the Secured Obligations owed to the Administrative Agent or any other Secured Party and enforcement of any right or remedy with respect thereto, or notice of any other matters relating thereto; the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in Article II and the collateral security provided herein and no notice of creation of the Secured Obligations or any extension of credit already or hereafter contracted by or extended to the Borrower need be given to any Grantor, and all dealings between the Borrower and any of the Grantors, on the one hand, and the Administrative Agent and the other Secured Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in Article II and on the collateral security provided herein; (ii) diligence and demand of payment, presentment, protest, dishonor and notice of dishonor; (iii) any statute of limitations affecting any Grantor's liability hereunder or the enforcement thereof; (iv) all rights of revocation with respect to the Secured Obligations, the guarantee contained in Article II and the provision of collateral security herein; and (v) all principles or provisions of law which conflict with the terms of this Agreement and which can, as a matter of law, be waived.

(c) When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Grantor, the Administrative Agent or any other Secured Party may, but shall be under no obligation to, join or make a similar demand on or otherwise pursue or exhaust such rights and remedies as it may have against the Borrower, any other Grantor or any other Person or against any collateral security or guarantee for the Secured Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any other Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Grantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Grantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Grantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any other Secured Party against any Grantor. For the purposes hereof, "demand" shall include the commencement and continuance of any legal proceedings. Neither the Administrative Agent nor any other Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guarantee contained in Article II or any property subject thereto.

Section 4.2. No Subrogation, Contribution or Reimbursement. Notwithstanding any payment made by any Grantor hereunder or any set-off or application of funds of any Grantor by the Administrative Agent or any other Secured Party, no Grantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any other Secured Party against the Borrower or any other Grantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any other Secured Party for the payment of the Secured Obligations, nor shall any Grantor seek or be entitled to seek any indemnity, exoneration, participation, contribution or reimbursement from the Borrower or any other Grantor in respect of payments made by such Grantor hereunder, and each Grantor hereby expressly waives, releases and agrees not to exercise any or all such rights of subrogation, reimbursement, indemnity and contribution. Each Grantor further agrees that to the extent that such waiver and release set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement, indemnity and contribution such Grantor may have against the Borrower or any other Grantor or against any collateral or security or guarantee or right of offset held by the Administrative Agent or any other Secured Party shall be junior and subordinate to any rights the

Administrative Agent and the other Secured Parties may have against the Borrower and such Grantor and to all right, title and interest the Administrative Agent and the other Secured Parties may have in such collateral or security or guarantee or right of offset. The Administrative Agent, for the benefit of the Secured Parties, may use, sell or dispose of any item of Collateral or security as it sees fit in connection with any exercise of remedies permitted hereunder without regard to any subrogation rights any Grantor may have, and upon any disposition or sale, any rights of subrogation any Grantor may have shall terminate.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the other Secured Parties to enter into the Credit Agreement and the other Loan Documents, to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Lender-Related Hedge Providers and the Bank Product Providers to enter into Hedging Obligations and Bank Product Obligations with the Grantors, each Grantor represents and warrants to the Administrative Agent and each other Secured Party as follows:

Section 5.1. Confirmation of Representations in Credit Agreement. Each Grantor represents and warrants to the Secured Parties that the representations and warranties set forth in Article IV of the Credit Agreement as they relate to such Grantor (in its capacity as a Loan Party or a Subsidiary of Parent, as the case may be) or to the Loan Documents to which such Grantor is a party are true and correct in all material respects; provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this Section 5.1, be deemed to be a reference to such Grantor's knowledge.

Section 5.2. Benefit to the Guarantors. As of the Closing Date, the Borrower is a member of an affiliated group of companies that includes each Guarantor, and the Borrower and the Guarantors are engaged in related businesses permitted pursuant to Section 5.3 of the Credit Agreement. Each Guarantor is a Subsidiary of Parent, and the guaranty and surety obligations of each Guarantor pursuant to this Agreement reasonably may be expected to benefit, directly or indirectly, such Guarantor; and each Guarantor has determined that this Agreement is necessary and convenient to the conduct, promotion and attainment of the business of such Guarantor and the Borrower.

Section 5.3. First Priority Liens. This Agreement creates a valid security interest in the Collateral of each of Grantors, to the extent a security interest therein can be created under the UCC, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the UCC or the delivery of any Control Account Agreements with respect to Deposit Accounts included in the Collateral, all filings and other actions necessary to perfect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Administrative Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 3 or the delivery of any Control Account Agreements with respect to Deposit Accounts included in the Collateral. Upon the making of such filings or delivery of such Control Account Agreements, Administrative Agent shall have a first priority (subject only Liens permitted under Section 7.2 of the Credit Agreement) perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement or delivery of a Control Account Agreement. Additionally, this Agreement is effective to create a valid and continuing security interest in all registered Copyrights, Material Licenses, Patents and Trademarks and, upon filing of the Copyright Security Agreement with the U.S. Copyright Office and filing of the Patent Security Agreement and the Trademark Security Agreement with the U.S.

Patent and Trademark Office, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 3, all action necessary to perfect the security interest in and to each Grantor's U.S. issued Patents and Patent applications, U.S. registered Trademarks and Trademark applications, or U.S. registered Copyrights, has been taken and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from any Grantor.

Section 5.4. Legal Name, Organizational Status, Chief Executive Office. On the Closing Date, the correct legal name of such Grantor, such Grantor's jurisdiction of organization, organizational identification number, federal (and, if applicable, state) taxpayer identification number and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

Section 5.5. Intentionally Omitted.

Section 5.6. Goods. No portion of the Collateral constituting Goods with an aggregate value of \$100,000 or more is at any time in the possession of a bailee that has issued a negotiable or non-negotiable document covering such Collateral.

Section 5.7. Chattel Paper. No Collateral constituting Chattel Paper or Instruments contains any statement therein to the effect that such Collateral has been assigned to an identified party other than the Administrative Agent, and the grant of a security interest in such Collateral in favor of the Administrative Agent hereunder does not violate the rights of any other Person as a secured party.

Section 5.8. Truth of Information. All information with respect to the Collateral set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Grantor to the Administrative Agent or any other Secured Party, and all other written information heretofore or hereafter furnished by such Grantor to the Administrative Agent or any other Secured Party, is and will be true and correct in all material respects as of the date furnished.

Section 5.9. Governmental Obligors. None of the Account Debtors on such Grantor's Accounts, Chattel Paper or Payment Intangibles is a Governmental Authority, except to the extent such Accounts, Chattel Paper or Payment Intangibles have an aggregate value of less than \$50,000.

Section 5.10. Copyrights, Patents and Trademarks. Schedule 5 sets forth, as of the Closing Date, a true and complete list of all Patents owned by such Grantor in its own name. Schedule 6 sets forth, as of the Closing Date, a true and complete list of all Trademarks owned by such Grantor in its own name. Schedule 7 sets forth, as of the Closing Date, a true and complete list of all Material Copyrights with respect to Material Copyrights owned by such Grantor in its own name. To such Grantor's knowledge, each Material Copyright, Patent and Trademark is valid, subsisting, unexpired and enforceable and has not been abandoned. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Patent, Trademark or Material Copyright other than as disclosed to the Administrative Agent in writing. No action or proceeding is pending seeking to limit, cancel or question the validity of any Patent, Trademark or Material Copyright other than as disclosed to the Administrative Agent in writing.

ARTICLE VI

COVENANTS

Each Grantor covenants and agrees with the Administrative Agent for the benefit of the Secured Parties as follows:

Section 6.1. Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

Section 6.2. Maintenance of Perfected Security Interest; Further Documentation.

(a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 5.3 and shall defend such security interest against the claims and demands of all Persons whomsoever, except for Liens expressly permitted under Section 7.2 of the Credit Agreement.

(b) At any time and from time to time, upon the request of the Administrative Agent or any other Secured Party, and at the sole expense of such Grantor, such Grantor will promptly and duly give, execute, deliver, indorse, file or record any and all financing statements, continuation statements, amendments, notices (including, without limitation, notifications to financial institutions and any other Person), contracts, agreements, assignments, certificates, stock powers or other instruments, obtain any and all governmental approvals and consents and take or cause to be taken any and all steps or acts that may be necessary or advisable or as the Administrative Agent may reasonably request to create, perfect, establish the priority of, or to preserve the validity, perfection or priority of, the Liens granted by this Agreement or to enable the Administrative Agent or any other Secured Party to enforce its rights, remedies, powers and privileges under this Agreement with respect to such Liens or to otherwise obtain or preserve the full benefits of this Agreement and the rights, powers and privileges herein granted.

(c) Without limiting the obligations of the Grantors under subsection (b) of this Section, (i) upon the request of the Administrative Agent or any other Secured Party, such Grantor shall take or cause to be taken all actions (other than any actions required to be taken by the Administrative Agent) requested by the Administrative Agent to cause the Administrative Agent to (A) have “control” (within the meaning of Sections 9-104, 9-105, 9-106, and 9-107 of the UCC) over any Collateral constituting Deposit Accounts, Electronic Chattel Paper, Investment Property (including the Pledged Securities), or Letter-of-Credit Rights, including, without limitation, executing and delivering any agreements, in form and substance satisfactory to the Administrative Agent, with securities intermediaries, issuers or other Persons in order to establish “control”, and each Grantor shall promptly notify the Administrative Agent and the other Secured Parties of such Grantor’s acquisition of any such Collateral, and (B) be a “protected purchaser” (as defined in Section 8-303 of the UCC); (ii) with respect to Collateral other than certificated securities and Goods covered by a document in the possession of a Person other than such Grantor or the Administrative Agent, such Grantor shall use commercially reasonable efforts to obtain written acknowledgment that such Person holds possession for the Administrative Agent’s benefit; and (iii) with respect to any Collateral constituting Goods that are in the possession of a bailee, such Grantor shall provide prompt notice to the Administrative Agent and the other Secured Parties of any such Collateral then in the possession of such bailee, and such Grantor shall use commercially reasonable efforts to take or cause to be taken all actions (other than any actions required to be taken by the Administrative Agent or any other Secured Party) necessary or requested by the Administrative Agent to cause the Administrative Agent to have a perfected security interest in such Collateral under applicable law.

Section 6.3. Maintenance of Records. Each Grantor will keep and maintain, at its own cost and expense, records with respect to the Collateral owned by it that are accurate and complete in all material respects.

Section 6.4. Right of Inspection. Upon request to any Grantor and subject to any additional rights granted to the Administrative Agent in accordance with Section 5.7 of the Credit Agreement, the

Administrative Agent and any Lender shall have the right to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and enter into and upon any premises of the Grantors upon which any of the Collateral is located; provided that, excluding any such visits and inspections during the continuation of an Event of Default, the Administrative Agent, shall not exercise the rights under this Section 6.4 more often than one time during any Fiscal Year. The Administrative Agent and the other Secured Parties shall be bound by the provisions of Section 10.11 of the Credit Agreement with respect to information obtained pursuant to this Section.

Section 6.5. Further Identification of Collateral. Such Grantor will furnish to the Administrative Agent and the other Secured Parties from time to time, at such Grantor's sole cost and expense, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

Section 6.6. Changes in Names, Locations. Each Grantor (a) shall promptly (but within 15 days advance written notice to the Administrative Agent) furnish notice of any change (i) in such Grantor's legal name, (ii) in such Grantor's chief executive office, its principal place of business, any office in which it maintains books or records or any location at which Collateral is located (including the establishment of any such location), (iii) in such Grantor's identity or legal structure, (iv) in such Grantor's federal taxpayer identification number or organizational number or (v) in such Grantor's jurisdiction of organization, and (b) shall not effect or permit any change referred to in clause (a) of this Section 6.6 unless all filings have been made under the UCC or such Grantor has otherwise taken all actions reasonably requested by the Administrative Agent that are required in order for the Administrative Agent to continue to have a valid, legal and perfected first-priority security interest in the Collateral. In any notice furnished pursuant to this Section 6.6, such Grantor will expressly state, as applicable, that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of the Administrative Agent's security interest in the Collateral, as applicable.

Section 6.7. Intentionally Omitted.

Section 6.8. Limitations on Dispositions of Collateral. The Administrative Agent and the other Secured Parties do not authorize the Grantors to, and such Grantor agrees not to, sell, transfer, lease or otherwise dispose of any of the Collateral, except to the extent expressly permitted by the Credit Agreement.

Section 6.9. Pledged Securities.

(a) If any Grantor shall become entitled to receive or shall receive any stock certificate or other instrument (including, without limitation, any certificate or instrument representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate or instrument issued in connection with any reorganization), option or rights in respect of the Capital Stock or other equity interests of any nature of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares (or such other interests) of the Pledged Securities, or otherwise in respect thereof, except as otherwise provided herein or in the Credit Agreement, such Grantor shall accept the same as the agent of the Administrative Agent and the other Secured Parties, hold the same in trust for the Administrative Agent and the other Secured Parties and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power or other equivalent instrument of transfer reasonably acceptable to the Administrative Agent covering such certificate or instrument duly

executed in blank by such Grantor, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Secured Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) unless otherwise permitted hereby, vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock or other equity interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any Capital Stock or other equity interests of any nature of any Issuer, (ii) sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Pledged Securities or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien (except for Liens permitted by Section 7.2 of the Credit Agreement) or option in favor of, or any claim of any Person with respect to, any of the Pledged Securities or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Pledged Securities or Proceeds thereof.

(c) Upon delivery to the Administrative Agent as required hereunder of any Pledged Securities, each Grantor shall furnish to the Administrative Agent such powers and other equivalent instruments of transfer as may be reasonably requested by the Administrative Agent to assure the transferability of and the perfection of the security interest in the Pledged Securities.

(d) The Pledged Securities will constitute not less than 100% of the Capital Stock or other equity interests of the Issuer thereof owned by any Grantor.

(e) If any Grantor acquires any Pledged Securities after executing this Agreement, it shall execute a Supplement to this Agreement in the form of Annex III with respect to such Pledged Securities and deliver such Supplement to the Administrative Agent promptly thereafter.

Section 6.10. Limitations on Modifications, Waivers, Extensions of Agreements Giving Rise to Accounts. Such Grantor will not (i) amend, modify, terminate or waive any provision of any Chattel Paper, Instrument or any agreement giving rise to an Account or Payment Intangible comprising a portion of the Collateral, or (ii) fail to exercise promptly and diligently each and every right which it may have under any Chattel Paper, Instrument and each agreement giving rise to an Account or Payment Intangible comprising a portion of the Collateral (other than any right of termination), except where such action or failure to act, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 6.11. Intentionally Omitted.

Section 6.12. Instruments and Tangible Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Tangible Chattel Paper and the value of such Instruments and Tangible Chattel Paper in the aggregate is \$100,000 or more, each such Instrument or Tangible Chattel Paper, shall be delivered to the Administrative Agent within 30 days (or such other period as may be reasonably acceptable to the Administrative Agent) as soon as practicable, duly endorsed in a manner reasonably satisfactory to the Administrative Agent to be held as Collateral pursuant to this Agreement.

Section 6.13. Copyrights, Patents and Trademarks.

(a) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is immaterial, (i) maintain as in the past the

quality of services offered under such Trademark, (ii) maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not knowingly permit any licensee or sublicensee thereof to) knowingly do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) Such Grantor will not, except with respect to any Patent or Copyright that such Grantor shall reasonably determine is immaterial, do any act, or omit to do any act, whereby any Patent or Copyright may become abandoned or dedicated.

(c) Such Grantor will promptly notify the Administrative Agent if it knows that any application or registration relating to any Material Copyright, Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of such Material Copyright, Patent or Trademark or its right to register the same or to keep and maintain the same.

(d) Whenever a Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright with respect to Material Music Copyrights, Patent or Trademark with the United States Copyright Office, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within fifteen (15) Business Days after the last day of the fiscal quarter in which such filing occurs (or such other period as may be reasonably acceptable to the Administrative Agent). Upon request of the Administrative Agent, such Grantor shall execute and deliver a Copyright Security Agreement, Patent Security Agreement or Trademark Security Agreement substantially in the form of Annex II-A, II-B or II-C, as applicable, and any and all other agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the other Secured Parties' security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes the Administrative Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until this Agreement is terminated in accordance with Section 10.16 hereof.

(e) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof and including filing of applications for renewal, affidavits of use and affidavits of incontestability, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Material Copyrights, Patents and Trademarks.

(f) In the event that any Grantor obtains knowledge that any Material Copyright, Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify the Administrative Agent after it learns thereof and shall, unless inconsistent with such Grantor's usual business practice, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Material Copyright, Patent or Trademark.

(g) Upon and during the continuance of an Event of Default, (i) no Grantor shall abandon or otherwise permit any Material Copyright, Patent or Trademark to become invalid and (ii) 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) Upon request of the Administrative Agent, each Grantor agrees, at its own expense, as soon as practicable after the date hereof, to make such filings and to take such other actions as are reasonably necessary in each non-U.S. jurisdiction in which such Grantor owns any Material Copyright, Patent or Trademark in order to perfect the security interest of the Administrative Agent with respect to such Material Copyright, Patent or Trademark in such jurisdiction, provided that no Grantor shall be obligated to make any such filing or to take any such other action where the Administrative Agent and the Borrower agree that the cost of such filing or action exceeds the value of the security afforded thereby.

(i) Each Grantor will, at its expense, promptly deliver to the Administrative Agent a copy of each notice or other communication received by it by which any other party to any Material License (A) declares a default by a Grantor of any material term thereunder, (B) terminates such Material License or (C) purports to exercise any of its rights, together with a copy of any reply by such Grantor thereto.

(j) Each Grantor will duly perform and observe in all material respects all of its obligations under each Material License and will take all action necessary to maintain each Material License in full force and effect. No Grantor will, without the prior written consent of the Administrative Agent, cancel, terminate, amend or otherwise modify in any respect, or waive any provision of, any Material License in any manner that could reasonably be expected materially and adversely to affect the rights and remedies of any of the Administrative Agent or any other Secured Party under this Agreement or any other Loan Document or the ability of the other Secured Parties to exercise the same.

Section 6.14. Commercial Tort Claims. If such Grantor shall at any time hold or acquire a Commercial Tort Claim that satisfies the requirements of the following sentence, such Grantor shall, within 30 days after such Commercial Tort Claim satisfies such requirements (or such other period as may be reasonably acceptable to the Administrative Agent), notify the Administrative Agent in a writing signed by such Grantor containing a brief description thereof, and granting to the Administrative Agent in such writing (for the benefit of the Secured Parties) a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent. The provisions of the preceding sentence shall apply only to a Commercial Tort Claim that satisfies the following requirements: (i) the monetary value claimed by or payable to the relevant Grantor in connection with such Commercial Tort Claim shall exceed \$100,000, and (ii) either (A) such Grantor shall have filed a law suit or counterclaim or otherwise commenced legal proceedings (including, without limitation, arbitration proceedings) against the Person against whom such Commercial Tort Claim is made, or (B) such Grantor and the Person against whom such Commercial Tort Claim is asserted shall have entered into a settlement agreement with respect to such Commercial Tort Claim. In addition, to the extent that the existence of any Commercial Tort Claim held or acquired by any Grantor is disclosed by such Grantor in any public filing with the Securities Exchange Commission or any successor thereto or analogous Governmental Authority, or to the extent that the existence of any such Commercial Tort Claim is disclosed in any press release issued by any Grantor, then, upon the request of the Administrative Agent, the relevant Grantor shall, within 30 days after such request is made (or such other period as may be reasonably acceptable to the Administrative Agent), transmit to the Administrative Agent a writing signed by such Grantor containing a brief description of such Commercial Tort Claim and granting to the Administrative Agent in such writing (for the benefit of the Secured Parties) a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

ARTICLE VII

REMEDIAL PROVISIONS

Section 7.1. Pledged Securities.

(a) Unless an Event of Default shall have occurred, each Grantor shall be permitted to receive all dividends, interest, income, distributions or other amount payable in cash or other property paid in respect of the Pledged Securities paid in the normal course of business of the relevant Issuer, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights and powers with respect to the Pledged Securities.

(b) If an Event of Default shall occur and be continuing, then at any time in the Administrative Agent's discretion, without notice, (i) the Administrative Agent shall have the right to receive any and all dividends, interest, income, distributions or other amount payable in cash or other property or other Proceeds paid in respect of the Pledged Securities and make application thereof to the Obligations in accordance with Section 2.12(d) of the Credit Agreement, and (ii) any or all of the Pledged Securities shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Pledged Securities at any meeting of shareholders (or other equivalent body) of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Pledged Securities as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Securities upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Pledged Securities, and in connection therewith, the right to deposit and deliver any and all of the Pledged Securities with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. During the continuance of an Event of Default, all sums of moneys and property paid or distributed in respect of the Pledged Securities which are received by any Grantor shall be held by the Grantors in trust for the benefit of the Administrative Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to the Administrative Agent in the exact form received.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Pledged Securities pledged by such Grantor hereunder (and each Issuer party hereto hereby agrees) to (i) comply with any instruction received by it from the Administrative Agent in writing (x) after an Event of Default has occurred and is continuing and (y) that is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Pledged Securities directly to the Administrative Agent.

(d) After the occurrence and during the continuation of an Event of Default, if the Issuer of any Pledged Securities is the subject of bankruptcy, insolvency, receivership, custodianship or other proceedings under the supervision of any Governmental Authority, then all rights of the Grantor in respect thereof to exercise the voting and other consensual rights which such Grantor would otherwise be entitled to exercise with respect to the Pledged Securities issued by such Issuer shall cease, and all such rights shall thereupon become vested in the Administrative Agent who shall thereupon have the sole right

to exercise such voting and other consensual rights, but the Administrative Agent shall have no duty to exercise any such voting or other consensual rights and shall not be responsible for any failure to do so or delay in so doing.

Section 7.2. Collections on Accounts. Upon the request of the Administrative Agent, at any time after the occurrence and during the continuance of an Event of Default each Grantor shall notify the applicable Account Debtors that the applicable Accounts, Chattel Paper and Payment Intangibles have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent. At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent may in its own name or in the name of others communicate with the applicable Account Debtors to verify with them to its satisfaction the existence, amount and terms of any applicable Accounts, Chattel Paper or Payment Intangibles.

Section 7.3. Proceeds. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, Instruments, Chattel Paper and Payment Intangibles comprising a portion of the Collateral, when collected or received by each Grantor, and any other cash or non-cash Proceeds received by each Grantor upon the sale or other disposition of any Collateral, shall be forthwith (and, in any event, within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent in a special collateral account maintained by the Administrative Agent subject to withdrawal by the Administrative Agent for the ratable benefit of the Secured Parties only, as hereinafter provided, and, until so turned over, shall be held by such Grantor in trust for the Administrative Agent for the ratable benefit of the Secured Parties segregated from other funds of any such Grantor, in each case subject to any Requirement of Law and any Contractual Obligation. All Proceeds of the Collateral (including, without limitation, Proceeds constituting collections of Accounts, Chattel Paper, Instruments or Payment Intangibles comprising a portion of the Collateral) while held by the Administrative Agent (or by any Grantor in trust for the Administrative Agent for the ratable benefit of the Secured Parties) shall continue to be collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided. At such intervals as may be agreed upon by each Grantor and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent shall apply all or any part of the funds on deposit in said special collateral account on account of the Secured Obligations in the order set forth in Section 8.2 of the Credit Agreement, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Secured Obligations shall be paid over from time to time by the Administrative Agent to each Grantor or to whomsoever may be lawfully entitled to receive the same, in each case subject to any Requirement of Law and any Contractual Obligation.

Section 7.4. UCC and Other Remedies.

(a) If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise in its discretion, in addition to all other rights, remedies, powers and privileges granted to them in this Agreement, the other Loan Documents, and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights, remedies, powers and privileges of a secured party under the UCC (regardless of whether the UCC is in effect in the jurisdiction where such rights, remedies, powers or privileges are asserted) or any other applicable law or otherwise available at law or equity. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, presentments, protests, advertisements and notices are hereby waived), may

in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party 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 the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. If an Event of Default shall occur and be continuing, each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. Any such sale or transfer by the Administrative Agent either to itself or to any other Person shall be absolutely free from any claim of right by any Grantor, including any equity or right of redemption, stay or appraisal which such Grantor has or may have under any rule of law, regulation or statute now existing or hereafter adopted. Upon any such sale or transfer, the Administrative Agent shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 7.4, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with Section 8.2 of the Credit Agreement, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-615 of the UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the exercise by them of any rights hereunder. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to any of Grantors of the time and place of any public sale or the time after which any private sale of Collateral is to be made shall constitute reasonable notification and specifically such notice shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the UCC.

(b) In the event that the Administrative Agent elects not to sell the Collateral, the Administrative Agent retains its rights to dispose of or utilize the Collateral or any part or parts thereof in any manner authorized or permitted by law or in equity and to apply the proceeds of the same towards payment of the Secured Obligations. Each and every method of disposition of the Collateral described in this Agreement shall constitute disposition in a commercially reasonable manner. The Administrative Agent may appoint any Person as agent to perform any act or acts necessary or incident to any sale or transfer of the Collateral.

Section 7.5. Private Sales of Pledged Securities. Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Securities, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a

sale of any of the Pledged Securities for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may reasonably be necessary to make such sale or sales of all or any portion of the Pledged Securities pursuant to this Section 7.5 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 7.5 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 breach and, as a consequence, that each and every covenant contained in this Section 7.5 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants.

Section 7.6. Waiver; Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under the UCC or any other applicable law. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations or Guaranteed Obligations, as the case may be, and the fees and disbursements of any attorneys employed by the Administrative Agent or any other Secured Party to collect such deficiency.

Section 7.7. Non-Judicial Enforcement. The Administrative Agent may enforce its rights hereunder without prior judicial process or judicial hearing, and, to the extent permitted by law, each Grantor expressly waives any and all legal rights which might otherwise require the Administrative Agent to enforce its rights by judicial process.

ARTICLE VIII

THE ADMINISTRATIVE AGENT

Section 8.1. The Administrative Agent's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all reasonably appropriate action and to execute any and all documents and instruments which may be reasonably necessary to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) pay or discharge Taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(ii) execute, in connection with any sale provided for in Section 7.4 or Section 7.5, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(iii) (A) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under

any Account, Instrument, General Intangible, Chattel Paper or Payment Intangible or with respect to any other Collateral, and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any or all such moneys due under any Account, Instrument or General Intangible or with respect to any other Collateral whenever payable; (C) ask or demand for, collect, and receive payment of and receipt for any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (D) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (E) receive, change the address for delivery, open and dispose of mail addressed to any Grantor, and execute, assign and indorse negotiable and other instruments for the payment of money, documents of title or other evidences of payment, shipment or storage for any form of Collateral on behalf of and in the name of any Grantor; (F) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (G) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (H) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (I) assign any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains) throughout the world for such term or terms, on such conditions, and in such manner as the Administrative Agent shall in its sole discretion determine; and (J) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the other Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Notwithstanding anything to the contrary herein, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 8.1 unless an Event of Default shall have occurred and be continuing. The Administrative Agent shall give the relevant Grantor notice of any action taken pursuant to this Section 8.1 when reasonably practicable; provided that the Administrative Agent shall have no liability for the failure to provide any such notice.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein within the applicable grace periods, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 8.1, together with interest thereon at the rate for Default Interest from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof and in compliance herewith. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 8.2. Duty of the Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-

207 of the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account and shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which comparable secured parties accord comparable collateral. Neither the Administrative Agent, any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's and the other Secured Parties' 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 and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment. To the fullest extent permitted by applicable law, the Administrative Agent shall be under no duty whatsoever to make or give any presentment, notice of dishonor, protest, demand for performance, notice of non-performance, notice of intent to accelerate, notice of acceleration, or other notice or demand in connection with any Collateral, or to take any steps necessary to preserve any rights against any Grantor or other Person or ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not it has or is deemed to have knowledge of such matters. Each Grantor, to the extent permitted by applicable law, waives any right of marshaling in respect of any and all Collateral, and waives any right to require the Administrative Agent or any other Secured Party to proceed against any Grantor or other Person, exhaust any Collateral or enforce any other remedy which the Administrative Agent or any other Secured Party now has or may hereafter have against any Grantor or other Person.

Section 8.3. Filing of Financing Statements. Pursuant to the UCC and any other applicable law, each Grantor authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent reasonably determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Additionally, each Grantor authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as "all assets of the Grantor", "all personal property of the Grantor" or words of similar effect. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

Section 8.4. Authority of the Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

ARTICLE IX

SUBORDINATION OF INDEBTEDNESS

Section 9.1. Subordination of All Guarantor Claims. As used herein, the term “**Guarantor Claims**” shall mean all debts and obligations of the Borrower or any other Grantor to any Grantor, whether such debts and obligations now exist or are hereafter incurred or arise, or whether the obligation of the debtor thereon be direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or obligations be evidenced by note, contract, open account, or otherwise, and irrespective of the Person or Persons in whose favor such debts or obligations may, at their inception, have been or may hereafter be created, or the manner in which they have been or may hereafter be acquired. After the occurrence and during the continuation of an Event of Default, no Grantor shall receive or collect, directly or indirectly, from any obligor in respect thereof any amount upon the Guarantor Claims.

Section 9.2. Claims in Bankruptcy. In the event of receivership, bankruptcy, reorganization, arrangement, debtor’s relief or other insolvency proceedings involving any Grantor, the Administrative Agent on behalf of the Secured Parties shall have the right to prove their claim in any proceeding, so as to establish their rights hereunder and receive directly from the receiver, trustee or other court custodian dividends and payments which would otherwise be payable upon Guarantor Claims. Each Grantor hereby assigns such dividends and payments to the Administrative Agent for the benefit of the Secured Parties for application against the Secured Obligations as provided under Section 8.2 of the Credit Agreement. Should the Administrative Agent or any other Secured Party receive, for application upon the Secured Obligations, any such dividend or payment which is otherwise payable to any Grantor, and which, as between such Grantor, shall constitute a credit upon the Guarantor Claims, then upon payment in full of the Secured Obligations and termination of all Commitments, the intended recipient shall become subrogated to the rights of the Administrative Agent and the other Secured Parties to the extent that such payments to the Administrative Agent and the other Secured Parties on the Guarantor Claims have contributed toward the liquidation of the Secured Obligations, and such subrogation shall be with respect to that proportion of the Secured Obligations which would have been unpaid if the Administrative Agent and the other Secured Parties had not received dividends or payments upon the Guarantor Claims.

Section 9.3. Payments Held in Trust. In the event that, notwithstanding Sections 9.1 and 9.2, any Grantor should receive any funds, payments, claims or distributions which are prohibited by Sections 9.1 and 9.2, then it agrees (a) to hold in trust for the Administrative Agent and the other Secured Parties an amount equal to the amount of all funds, payments, claims or distributions so received, and (b) that it shall have absolutely no dominion over the amount of such funds, payments, claims or distributions except to pay them promptly to the Administrative Agent, for the benefit of the Secured Parties; and each Grantor covenants promptly to pay the same to the Administrative Agent.

Section 9.4. Liens Subordinate. Each Grantor agrees that, until the Secured Obligations are paid in full and all Commitments have terminated, any Liens securing payment of the Guarantor Claims shall be and remain inferior and subordinate to any Liens securing payment of the Secured Obligations, regardless of whether such encumbrances in favor of such Grantor, the Administrative Agent or any other Secured Party presently exist or are hereafter created or attach. Without the prior written consent of the Administrative Agent, no Grantor, during the period in which any of the Secured Obligations are outstanding and all Commitments have terminated, shall (a) exercise or enforce any creditor’s right it may have against any debtor in respect of the Guarantor Claims, or (b) foreclose, repossess, sequester or otherwise take steps or institute any action or proceeding (judicial or otherwise, including, without limitation, the commencement of or joinder in any liquidation, bankruptcy, rearrangement, debtor’s relief or insolvency proceeding) to enforce any Lien held by it.

ARTICLE X

MISCELLANEOUS

Section 10.1. Waiver. No failure or delay by the Administrative Agent or any other Secured Party in exercising any right or power hereunder or under any other Loan Document, and no course of dealing with respect to, any right, remedy, power or privilege under any Loan Document, 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 right or power, preclude any other or further exercise thereof or the exercise of any other right or power hereunder or thereunder. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies provided by law. The exercise by the Administrative Agent of any one or more of the rights, powers and remedies herein shall not be construed as a waiver of any other rights, powers and remedies, including, without limitation, any rights of set-off.

Section 10.2. Notices. All notices and other communications provided for herein shall (except as otherwise expressly permitted herein) be in writing and given in the manner and subject to the terms of Section 10.1 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

Section 10.3. Payment of Expenses, Indemnities.

(a) Each Grantor, jointly and severally, agrees to pay or promptly reimburse the Administrative Agent and each other Secured Party for all advances, charges, costs and expenses (including, without limitation, all costs and expenses of holding, preparing for sale and selling, collecting or otherwise realizing upon the Collateral and all attorneys' fees, legal expenses and court costs) incurred by any Secured Party in connection with the exercise of its respective rights and remedies hereunder, including, without limitation, any advances, charges, costs and expenses that may be incurred in any effort to enforce any of the provisions of this Agreement or any obligation of any Grantor in respect of the Collateral or in connection with (i) the preservation of the Lien of, or the rights of the Administrative Agent or any other Secured Party under, this Agreement, (ii) any actual or attempted sale, lease, disposition, exchange, collection, compromise, settlement or other realization in respect of, or care of, the Collateral, including all such costs and expenses incurred in any bankruptcy, reorganization, workout or other similar proceeding, or (iii) collecting against such Grantor under the guarantee contained in Article II or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Grantor is a party, in each case in accordance with and subject to the terms of the Credit Agreement.

(b) Each Grantor agrees to indemnify and hold harmless the Administrative Agent and each other Secured Party as provided in Section 10.3(b) of the Credit Agreement as if each reference to the Borrower therein were a reference to the Guarantors and Grantors.

(c) All amounts for which any Grantor is liable pursuant to this Section 10.3 shall be due and payable by such Grantor to the Administrative Agent or any Secured Party promptly after written demand thereof.

Section 10.4. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified (other than supplements expressly contemplated hereby) except in accordance with Section 10.2 of the Credit Agreement.

Section 10.5. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of each Grantor and the Administrative Agent and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations hereunder except as expressly contemplated by this Agreement or the Credit Agreement.

Section 10.6. Severability. Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity, and enforceability of the remaining provisions hereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.7. Counterparts. This Agreement may be executed by one or more parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 10.8. Survival. The obligations of the parties under Section 10.3 shall survive the repayment of the Secured Obligations and the termination of the Credit Agreement, the Commitments, the Hedging Obligations and the Bank Product Obligations. To the extent that any payments on the Secured Obligations or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any bankruptcy law, common law or equitable cause, then, to such extent, the Secured Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the other Secured Parties' Liens, security interests, rights, powers and remedies under this Agreement and each other applicable Collateral Document shall continue in full force and effect. In such event, each applicable Collateral Document shall be automatically reinstated and each Grantor shall take such action as may be reasonably requested by the Administrative Agent and the other Secured Parties to effect such reinstatement.

Section 10.9. Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 10.10. No Oral Agreements. The Loan Documents embody the entire agreement and understanding between the parties and supersede all other agreements and understandings between such parties relating to the subject matter hereof and thereof. The Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 10.11. Governing Law; Submission to Jurisdiction.

(a) This Agreement, the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

(b) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York and of the Supreme Court of the State of New York sitting in New York County, and of any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such District Court or such New York state court or, to the extent permitted by applicable law, such appellate court. 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 in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(c) Each Grantor irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in Section 10.11(b) and brought in any court referred to in Section 10.11(b). Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to the service of process in the manner provided for notices in Section 10.2. Nothing in this Agreement or in any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by law.

Section 10.12. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY 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 THIS AGREEMENT OR 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, AGENT OR 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 AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.13. Intentionally Omitted.

Section 10.14. Additional Grantors. Each Person that is required to become a party to this Agreement pursuant to Section 5.12 of the Credit Agreement and is not a signatory hereto shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Person of an Assumption Agreement in the form of Annex I.

Section 10.15. Set-Off. Each Grantor agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim a Secured Party may otherwise have, each Secured Party shall have the right and be entitled (after consultation with the Administrative Agent), at its option, to offset (i) balances held by it or by any of its Affiliates for account of any Grantor or any of its Subsidiaries at any of its offices, in dollars or in any other currency, and (ii) Obligations then due and payable to such Secured Party (or any Affiliate of such Secured Party), which are not paid when due, in which case it

shall promptly notify the Borrower and the Administrative Agent thereof, provided that such Secured Party's failure to give such notice shall not affect the validity thereof.

Section 10.16. Releases.

(a) Release and Termination. This Agreement, the guarantees made pursuant to Article II herein, the grant of the security interest hereunder and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Administrative Agent has executed a written release or termination statement and reassigned to the Grantors without recourse or warranty any remaining Collateral and all rights conveyed hereby. Upon the payment in full in cash of the Obligations (other than Contingent Obligations and Bank Product Obligations), the termination of the Credit Agreement and the other Loan Documents and all Commitments have been terminated or expired, the Administrative Agent, at the written request and expense of the Borrower, will promptly release, reassign and transfer the Collateral to the Grantors, without recourse, representation, warranty or other assurance of any kind, and declare this Agreement to be of no further force or effect. A Grantor shall automatically be released from its obligations hereunder, and all security interests created by the Collateral Documents in Collateral owned by such Grantor shall be automatically released, upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary ceases to be a Subsidiary in the event that all the Capital Stock of such Grantor shall be sold, transferred or otherwise disposed of in a transaction expressly permitted by the Credit Agreement. Upon any Disposition by any Loan Party of any Collateral in a transaction permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest created under any Collateral Document in any Collateral pursuant to 10.2 of the Credit Agreement, the security interests in such Collateral created by the Collateral Documents shall be automatically released. In the event of any such termination or release, the Schedules shall be deemed to be modified to remove the Collateral and Guarantors, as applicable, with respect to which the security interests granted hereby or the Guarantees made hereby have been so released.

(b) Further Assurances. In connection with any termination or release pursuant to this Section 10.16, the Administrative Agent shall promptly execute and deliver to any Loan Party, at such Loan Party's request and sole expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Administrative Agent pursuant to this Section 10.16 shall be without recourse to or warranty by the Administrative Agent.

(c) Retention in Satisfaction. Except as may be expressly applicable pursuant to Section 9-620 of the UCC, no action taken or omission to act by the Administrative Agent or the other Secured Parties hereunder, including, without limitation, any exercise of voting or consensual rights or any other action taken or inaction, shall be deemed to constitute a retention of the Collateral in satisfaction of the Secured Obligations or otherwise to be in full satisfaction of the Secured Obligations, and the Secured Obligations shall remain in full force and effect, until the Administrative Agent and the other Secured Parties shall have applied payments (including, without limitation, collections from Collateral) towards the Secured Obligations in the full amount then outstanding or until such subsequent time as is provided in subsection (a) of this Section.

Section 10.17. Reinstatement. The obligations of each Grantor under this Agreement (including, without limitation, with respect to the guarantee contained in Article II and the provision of collateral herein) shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any other Grantor, or upon or as a result of the

appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any other Grantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

Section 10.18. Acceptance. Each Grantor hereby expressly waives notice of acceptance of this Agreement, acceptance on the part of the Administrative Agent and the other Secured Parties being conclusively presumed by their request for this Agreement and delivery of the same to the Administrative Agent.


Section 10.19. Amendment and Restatement. This Agreement is intended to amend the Existing Security Agreement, without novation, and, solely for the convenience of reference, to restate it. This Agreement shall amend and restate the Existing Security Agreement, notwithstanding that not all of the Grantors party hereto are party to the Existing Security Agreement. Each of the Grantors party hereto hereby ratify and confirm (a) the Existing Security Documents (to the extent such Grantors are party thereto) notwithstanding that not all Existing Security Documents are being amended and restated as of the date hereof, (b) that the security interests granted to the Administrative Agent pursuant to the Existing Security Documents shall remain outstanding and in full force and effect in accordance with the Existing Security Documents, as modified herein, in favor of Administrative Agent, and shall continue to secure the Secured Obligations (as defined herein) and (c) all security interests and Liens created by the Existing Security Documents are hereby ratified, confirmed and continued in favor of the Administrative Agent.

Section 10.20. Delivery of Collateral and Foreign Law Matters. Notwithstanding anything herein to the contrary, to the extent any Grantor is required hereunder to deliver Pledged Securities constituting Capital Stock to the Administrative Agent for purposes of possession and control and is unable to do so as a result of having delivered such Pledged Securities to the Administrative 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 Administrative Agent under such Collateral Document. Subject to Section 5.12 of the Credit Agreement, to the extent any Collateral Document (other than this Agreement) that is executed by a Grantor organized under the laws of a jurisdiction outside the United States and such Collateral Document is governed by the laws of a jurisdiction outside the United States (the "**Subject Jurisdiction**") contains any covenants with respect to perfection of Liens in the Subject Jurisdiction, such other Collateral Document shall control with respect thereto (but not supersede such covenants contained in this Agreement).

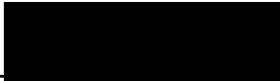
Section 10.21. Execution as a Deed. Each Grantor incorporated in England and Wales intends that this Agreement is to take effect as a deed and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the other parties may only execute it under hand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


**RESERVOIR MEDIA MANAGEMENT,
INC.**

By: 
Name: Golnar Khosrowshahi
Title: Chief Executive Officer

RESERVOIR MEDIA, INC.

By: 
Name: Golnar Khosrowshahi
Title: Chief Executive Officer

RESERVOIR HOLDINGS, INC.

By: 
Name: Golnar Khosrowshahi
Title: Sole Director and President

TOMMY BOY MUSIC, LLC

By: 
Name: Golnar Khosrowshahi
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By:  _____

Name: Brett Ross

Title: Director

SECOND AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT

SCHEDULE 1

Notice Addresses

To each Guarantor:

Reservoir Media Management, Inc.
75 Varick Street
9th Floor
New York, New York 10013
Attention: Golnar Khosrowshahi
Telephone Number: 416.618.0834
Email: GK@reservoir-media.com

SCHEDULE 2

Pledged Securities

| Owner | Issuer | Class of Capital Stock | No. of Shares | Certificated or Uncertificated |
|----------------------------------|----------------------------------|-------------------------------|----------------------|---------------------------------------|
| Reservoir Media, Inc. | Reservoir Holdings, Inc. | Ordinary Shares | 1,000 | Uncertificated |
| Reservoir Holdings, Inc. | Reservoir Media Management, Inc. | Ordinary Shares | 1,000 | Cert. #3 |
| Reservoir Media Management, Inc. | Reservoir/Reverb Music Limited | Ordinary Shares | 84,500; 45,500 | Cert #17; Cert #18 |
| Reservoir Music Management, Inc. | Blue Raincoat Music Limited | Ordinary Shares | 27,161; 50,443 | Certificated |
| Blue Raincoat Music Limited | Chrysalis Records Limited | Ordinary Shares | 13,101,000 | Cert #6 |
| Chrysalis Records Limited | Ensign Records Limited | A Ordinary Shares | 80 | Cert #11 |
| Chrysalis Records Limited | Ensign Records Limited | B Ordinary Shares | 19; 1 | Cert #10; Cert #14 |
| Reservoir Media Management, Inc. | Tommy Boy Music, LLC | Membership Units | N/A | Uncertificated |

SCHEDULE 3

**Filings and Other Actions
Required to Perfect Security Interests**

Uniform Commercial Code Filings (UCC-1)

| Grantor | Jurisdiction |
|----------------------------------|----------------------|
| Reservoir Media, Inc. | Delaware |
| Reservoir Holdings, Inc. | Delaware |
| Reservoir Media Management, Inc. | Delaware |
| Blue Raincoat Music Limited | District of Columbia |
| Reservoir/Reverb Music Limited | District of Columbia |
| Chrysalis Records Limited | District of Columbia |
| Tommy Boy Music, LLC | Delaware |

SCHEDULE 4**Legal Name, Organizational Status, Chief Executive Office**

| Legal Name | Jurisdiction of Organization | Tax ID# | Organizational # | Location of Office |
|----------------------------------|-------------------------------------|----------------|-------------------------|--|
| Reservoir Media, Inc. | Delaware | 83-3584204 | 7281235 | 888 San Clemente Drive, Suite 400 Newport Beach, CA 92660 USA |
| Reservoir Holdings, Inc. | Delaware | 84-1770180 | 7335906 | 75 Varick Street, 9th Floor New York, NY 10013 USA |
| Reservoir Media Management, Inc. | Delaware | 71-1031874 | 4342091 | 75 Varick Street, 9th Floor New York, New York 10013 |
| Blue Raincoat Music Limited | England and Wales | | 5075712 | Charles House, 5 - 11 Regent Street, London, England, SW1Y 4LR |
| Reservoir/Reverb Music Limited | England and Wales | | 2575417 | Reverb House, Bennett Street, London, England, W4 2AH |
| Chrysalis Records Limited | England and Wales | | 0938986 | Charles House, 5-11 Regent Street, London, SW1Y 4LR |
| Tommy Boy Music, LLC | Delaware | 13-3070723 | 6414290 | 75 Varick Street, 9th Floor New York, NY 10013 USA |

SCHEDULE 5

Patents






U.S. Patents







None.


SCHEDULE 6

Trademarks

U.S. Trademarks

| Grantor | Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration | Jurisdiction |
|----------------------------------|---|------------------------------|-------------------------------|---------------------|----------------------|----------------|
| Reservoir Media Management, Inc. | <i>RESERVOIR MEDIA MANAGEMENT</i> | 85581232 | 4348887 | 3/27/2012 | 6/11/2013 | United States |
| Reservoir Media Management, Inc. | <i>INVESTING IN ENTERTAINMENT</i> | 85874446 | 4450438 | 3/12/2013 | 12/17/2013 | United States |
| Reservoir Media Management, Inc. |  | 85874443 | 4450437 | 3/12/2013 | 12/17/2013 | United States |
| Reservoir Media Management, Inc. |  | 85874440 | 4421443 | 3/12/2013 | 10/22/2013 | United States |
| Reservoir Media Management, Inc. | <i>RESERVOIR</i> | 3137901 | 3137901 | 11/25/2015 | 2/26/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140263 | 3140263 | 12/11/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140263 | 3140263 | 12/11/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140681 | 3140681 | 12/15/2015 | 3/18/2016 | United Kingdom |

| Grantor | Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration | Jurisdiction |
|----------------------------------|---|------------------------------|-------------------------------|---------------------|----------------------|----------------|
| Reservoir Media Management, Inc. |  | 3140681 | 3140681 | 12/15/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140681 | 3140681 | 12/15/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140681 | 3140681 | 12/15/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140682 | 3140682 | 12/15/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3140682 | 3140682 | 12/15/2015 | 3/18/2016 | United Kingdom |
| Reservoir Media Management, Inc. | <i>RESERVOIR/REVERB</i> | 3148784 | 3148784 | 2/9/2016 | 5/13/2016 | United Kingdom |
| Reservoir Media Management, Inc. | <i>Reservoir/Reverb</i> | 3148784 | 3148784 | 2/9/2016 | 5/13/2016 | United Kingdom |
| Reservoir Media Management, Inc. |  | 3148781 | 3148781 | 2/9/2016 | 5/13/2016 | United Kingdom |

| Grantor | Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration | Jurisdiction |
|----------------------------------|--|------------------------------|-------------------------------|---------------------|----------------------|----------------|
| Reservoir Media Management, Inc. |  The logo for Reservoir Reverb Music features a stylized 'R' inside a circle, with the words 'RESERVOIR' and 'REVERB MUSIC' stacked to its right. | 3148781 | 3148781 | 2/9/2016 | 5/13/2016 | United Kingdom |

SCHEDULE 7

Copyrights

See attached.

| Song Title | Composer(s) / Artist(s) | Publishing / Record |
|-------------------------------------|--|---------------------|
| Gangsta's Paradise | Coolio | Record |
| Nothing Compares 2 U | Sinéad O'Connor | Record |
| Jump Around | House Of Pain | Record |
| Senorita | Ali Tamposi/Andrew Wotman/Mangus Hoiberg/Shawn Mendes/Benny Blanco/Charlotte Aitchison/Jack Patterson/Camila Cabello | Publishing |
| Take Me Home, Country Roads | Taffy Nivert Danoff/William Danoff/John Denver | Publishing |
| Always Something There To Remind Me | Naked Eyes | Record |
| What It's Like | Everlast | Record |
| The Whole Of The Moon | The Waterboys | Record |
| Vienna | Ultravox | Record |
| Disco Inferno | Leroy Green/Tyrone Kersey | Publishing |
| The Humpty Dance | Digital Underground | Record |
| Bring Me To Life | David Hodges/Amy Lee/Ben Moody | Publishing |
| LEAN ON | MARTIN BRESSO/William Grigahcine/PHILIP MECKSEPER/THOMAS PENTZ/KAREN ORSTED | Publishing |
| Gangsta's Paradise (feat. L.V.) | L.V. | Record |
| Make Me Smile (Come Up And See Me) | Steve Harley & Cockney Rebel | Record |
| Georgia On My Mind | Howard Carmichael/Stuart Gorrell | Publishing |
| Youngblood | Louis Bell/Luke Hemmings/Calum Hood/Ashton Irwin/Ali Tamposi/Andrew Wotman | Publishing |
| Yeah! | Christopher Bridges/Sean Garrett/La Marquis Jefferson/James Phillips/Patrick Smith/Jonathan Smith | Publishing |
| RING OF FIRE | June Carter/Merle Kilgore | Publishing |
| Hip Hop Hooray | Naughty By Nature | Record |
| Dancing With Myself | Generation X | Record |
| Impossible | ARNTHOR BIRGISSON/INA WROLDSEN | Publishing |
| O.P.P. | Naughty By Nature | Record |
| NON, JE NE REGRETTE RIEN | Charles Dumont/Michel Vaucaire | Publishing |
| IN THE MOOD | Joseph Garland | Publishing |
| Break My Heart | Andrew Farriss/Jordan Johnson/Stefan Johnson/Dua Lipa/MICHAEL HUTCHENCE/Ali Tamposi/Andrew Wotman | Publishing |
| My Type | Kendall Bailey/Moses Barrett/Gino Borri/Corey Evans/Aleicia Gibson/Diamonte Harper/London Holmes/La Marquis Jefferson/Nevaeh Joli/Craig Love/Quavious Marshall/Aubrey Robinson/Adam Small/Jonathan Smith | Publishing |
| The King Of Wishful Thinking | Go West | Record |
| MIDDLE CHILD | Jermaine Cole/Allan Felder/Norman Harris/Tyler Williams | Publishing |
| Let Me Love You | Kameron Houff/Shaffer Smith/Scott Storch | Publishing |
| Candy Shop | Curtis Jackson/Scott Storch | Publishing |
| My Immortal | David Hodges/Amy Lee/Ben Moody | Publishing |
| Nice To Meet Ya | Julian Bunetta/Naill Horan/Tobias Jesso/Ruth-Anne Cunningham | Publishing |
| Planet Rock | Afrika Bambaataa | Record |

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|---|--|------------|
| The Hustle | Van McCoy | Record |
| The Hustle | Van McCoy | Record |
| Monster Mash | Leonard Capizzi/Robert Pickett | Publishing |
| A Message To You Rudy | The Specials | Record |
| SHOUT TO THE LORD | DARLENE JOYCE ZSCHECH | Publishing |
| Ghost Town | The Specials | Record |
| Fisherman'S Blues | The Waterboys | Record |
| Stardust | Howard Carmichael/Mitchell Parish | Publishing |
| Dancing With Tears In My Eyes | Ultravox | Record |
| Feel Me Flow | Naughty By Nature | Record |
| Heart And Soul | Howard Carmichael/Frank Loesser | Publishing |
| SHE'S EVERYTHING | Wil Nance/Brad Paisley | Publishing |
| Get Low | De'onjelo Holmes/Eric Jackson/Jonathan Smith | Publishing |
| I'D Love To Change The World | Ten Years After | Record |
| Nothing's Gonna Change My Love For You | Glenn Medeiros | Record |
| Human | Rory Graham/Jamie Hartman/Nick Monson | Publishing |
| You Make Me Feel Brand New | The Stylistics | Record |
| Salt Shaker | De'onjelo Holmes/Eric Jackson/Craig Love/Jonathan Smith | Publishing |
| Gimme More (It's Britney Bitch) | Marcella Araica/Floyd Hills/Keri Hilson/James Washington | Publishing |
| Watching You | Rodney Adkins/Steven Dean/Brian White | Publishing |
| Save A Horse (Ride A Cowboy) | Kenny Alphin/John Rich | Publishing |
| Symphony | STEVE MAC/ANMAR MALIK/Jack Patterson/INA WROLDSEN | Publishing |
| ROCKABYE | STEVE MAC/ANMAR MALIK/Jack Patterson/Sean Paul/INA WROLDSEN | Publishing |
| I'm In A Hurry (And Don't Know Why) | Roger Murrah/Randall VanWarmer (VM) | Publishing |
| Love Without End, Amen | Aaron Barker | Publishing |
| It Ain't Me | SELENA GOMEZ/Kyree Gorvell-Dahll/Brian Lee/Ali Tamposi/Andrew Wotman | Publishing |
| Ready Or Not * (samples a portion of The Delfonic's "Ready Or Not") | Thom Bell/Patricia Brennan/William Hart/Nocholas Ryan/Roma Ryan | Publishing |
| Fantastic Voyage | Coolio | Record |
| Leaving On A Jet Plane | John Denver | Publishing |
| Good Directions | Luke Bryan/Rachel Thibodeau | Publishing |
| The One And Only | Chesney Hawkes | Record |
| Stronger (What Doesn't Kill You) | David Gamson/JORGEN ELOFFSSON/GREG KURSTIN/Ali Tamposi | Publishing |
| Stop This Flame | Jamie Hartman/Nina Simone/Celeste Waite | Publishing |
| You Are Everything | The Stylistics | Record |
| Supermodel (You Better Work) | RuPaul | Record |
| Lean on Me | Club Nouveau | Record |
| Carnaval De Paris | Dario G | Record |
| The Studio Albums 1973-1983 | Robin Trower | Record |

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|---------------------------------------|---|------------|
| More Specials | The Specials | Record |
| Tender Love | Force M.D.'s | Record |
| We Close Our Eyes | Go West | Record |
| Stumblin' In | Suzi Quatro & Chris Norman | Record |
| Come Baby Come | K7 | Record |
| Broken | Dale Stewart/Shawn Welgemoed | Publishing |
| What's on Your Mind (Pure Energy) | Information Society | Record |
| Taste | Kiari Cephus/David Doman/Cameron Lewis/Michael Nguyen-Stevenson | Publishing |
| Still D.R.E. | Melvin Bradford/Shawn Carter/Scott Storch/Andre Young | Publishing |
| Promises, Promises | Naked Eyes | Record |
| Amazed | Marv Green/Chris Lindsey/Aimee Mayo | Publishing |
| Whiskey Lullaby | Bill Anderson/Jon Randall | Publishing |
| WRITE THIS DOWN | Dana Hunt-Black/Kent Robbins | Publishing |
| HOW DEEP IS YOUR LOVE | GAVIN KOOLMON/LUKE MAC/NATHAN DUVALL/ADAM WILES/INA WROLDSEN | Publishing |
| Fighter | CHRISTINA AGUILERA/Scott Storch | Publishing |
| Specials | The Specials | Record |
| If You Can'T Give Me Love | Suzi Quatro | Record |
| Lean Back | Joseph Cartegna/Remy Smith/Scott Storch | Publishing |
| The Complete Studio Albums 1974-1986 | UFO | Record |
| Let Me Love You (feat. Justin Bieber) | Louis Bell/Justin Bieber/Lumidee Cedeno/William Grigahcine/Brian Lee/STEVEN MARSDEN/Teddy Mendez/Edwin Perez/Carl Rosen/Ali Tamposi/Andrew Wotman | Publishing |
| People Make The World Go Round | The Stylistics | Record |
| Wolves | Louis Bell/Chris Comstock/SELENA GOMEZ/Brian Lee/Carl Rosen/Ali Tamposi/Andrew Wotman | Publishing |
| PAPA LOVES MAMBO | Al Hoffman/Dick Manning/S BICKLEY REICHNER | Publishing |
| I Could Fall In Love | Brian Thomas | Publishing |
| This Is Your Night | Amber | Record |
| Because Of You | Kelly Clarkson/David Hodges/Ben Moody | Publishing |
| Papa Don't Preach | Brian Elliot | Publishing |
| Ladies First | Queen Latifah | Record |
| With Arms Wide Open | Scott Stapp/Mark Tremonti | Publishing |
| For You | Ali Payami/Ali Tamposi/Andrew Wotman | Publishing |
| Scooby Snacks | Fun Lovin' Criminals | Record |
| Bodies | Stephen Benton/Michael Luce/Christian Pierce/David Williams | Publishing |
| Isn'T It Time | The Babys | Record |
| Day-O | Irving Burgie/William Attaway | Publishing |
| Fake It | John Humphrey/Dale Stewart/Shawn Welgemoed | Publishing |
| Sexyback | Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| MY BEST FRIEND | Bill Luther - Llano Music/Aimee Mayo | Publishing |
| Betcha By Golly, Wow | The Stylistics | Record |
| Last Resort | David Buckner/Tobin Esperance/Jerry Horton/Jacoby Shaddix | Publishing |
| GETTIN' YOU HOME | Cory Batten/Kent Blazy/Chris Young | Publishing |
| No More Tears (Enough is Enough) | Paul Jabara/Bruce Roberts | Publishing |
| SOUND OFF (DUCKWORTH CHANT) | Willie Lee Duckworth/Bernard Lentz | Publishing |

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| LET ME THINK ABOUT IT | GENC BURHAN/IDA CORR (LIFTED)/CHRISTIAN STAFFELDT (LIFTED) | Publishing |
| TROUBADOUR | Leslie Satcher/Monty Williams | Publishing |
| Doctor Doctor | UFO | Record |
| Nightshift | Franne Golde/Dennis Lambert/Walter Orange | Publishing |
| Gangster Boogie | Chicago Gangsters | Record |
| Just A Lil Bit | Curtis Jackson/Scott Storch | Publishing |
| Juice | Sam Sumser/Theron Thomas/Sean Small/Eric Frederic/Melissa Jefferson | Publishing |
| Take The A Train | Billy Strayhorn | Publishing |
| Break Up To Make Up | The Stylistics | Record |
| WALK LIKE A MAN | Bob Crewe/Bob Gaudio | Publishing |
| Tap In | Lukaz Gottwald/Diamonte Harper/La Marquis Jefferson/Gamal Lewis/Craig Love/James Phillips/Todd Shaw/Jonathan Smith/Theron Thomas | Publishing |
| Sunchyme | Dario G | Record |
| Gangsta's Paradise (25th Anniversary - Remastered) | Coolio | Record |
| WORTHY IS THE LAMB | DARLENE JOYCE ZSCHECH | Publishing |
| Paralyzer | Robert Anderson/Sean Anderson/Richard Beddoe/James Black/Richard Jackett | Publishing |
| Bad and Boujee | Kirsnick Ball/Kiari Cephus/Robert Mandell/Quavious Marshall/Leland Wayne/Symere Woods | Publishing |
| Boom Shack-A-Lack | Steven Kapur/Ervin Woolley | Publishing |
| Pure Water | Kirsnick Ball/Kiari Cephus/Quavious Marshall/Dijon McFarlane/Shahrukh Khan/Ermias Asghedom | Publishing |
| I Get Along Without You Very Well (Except Sometimes) | Howard Carmichael | Publishing |
| Rain Is A Good Thing | Luke Bryan/Dallas Davidson | Publishing |
| boyfriend | Steven Franks/ARIANA GRANDE/Charles Anderson/TOMMY BROWN/Michael Foster/Edgar Barrera | Publishing |
| Baby Boy | Shawn Carter/Ini Kamoze/Beyonce Knowles/Sean Paul/Scott Storch/Robert Waller | Publishing |
| Pony | Stephen Garrett/Elgin Lumpkin/Timothy Mosley | Publishing |
| Phenomenon | ROCCO & DOPEMONKEYS | Record |
| Breathe | Will Clarke/UZOECHI EMENIKE/Fred Gibson/Timucin Lam/INA WROLDSEN | Publishing |
| Ric Flair Drip | Bijan Amirkhani/Kiari Cephus/Shayaa Abraham-Joseph/Leland Wayne | Publishing |
| FLOWERS | MARTIN GREEN/MICHAEL POWELL | Publishing |
| Hold Me While You Wait | LEWIS CAPALDI/Jamie Commons/Jamie Hartman | Publishing |
| Soak Up The Sun | Sheryl Crow/Jeffrey Trott | Publishing |
| Play at Your Own Risk | Planet Patrol | Record |
| BIG GIRLS DON'T CRY | Bob Crewe/Bob Gaudio | Publishing |
| King Of Wishful Thinking | Go West | Record |
| What About Now | Aaron Barker/Ron Harbin/Anthony Smith | Publishing |
| The Best Of The Specials | The Specials | Record |

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|---|---|------------|
| I Like It, I Love It | Jeb Anderson/Steve Dukes/Markus Hall | Publishing |
| Baby Sitter | Kiari Cephus/Jonathan Kirk/Jamarii Massey/Kevin Price | Publishing |
| No Apologies | Timothy Mosley/James Washington | Publishing |
| Liar | Ali Tamposi/Camila Cabello/JON BELLION/Stefan Johnson/Jordan Johnson/Andrew Wotman/Jonas Berggren/Ulf Ekberg/Jenny Berggren/Malijn Berggren/Lionel Richie | Publishing |
| This Is The Sea | The Waterboys | Record |
| Ooh I Love You Rakeem | Prince Rakeem | Record |
| Going Under | David Hodges/Amy Lee/Ben Moody | Publishing |
| We Want Peace | Rico | Record |
| GOTTA GET THRU THIS | DANIEL BEDINGFIELD | Publishing |
| If It Makes You Happy | Sheryl Crow/Jeffrey Trott | Publishing |
| Remedy | Shaun Wegemoed | Publishing |
| Higher | Scott Stapp/Mark Tremonti | Publishing |
| The Wild One | Suzi Quatro | Record |
| What Goes Around | Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| Call You Mine | Tony Ann/STEVE MAC/Alex Pall/Andrew Taggart/Ali Tamposi/Andrew Wotman/Norman Whitfield | Publishing |
| Run It! | Sean Garrett/Scott Storch | Publishing |
| Pickup Man | Howard Perdw/Kerry Phillips | Publishing |
| Hicktown | Kenny Alphin/Vicky McGehee/John Rich | Publishing |
| Let The Sky Fall | Ten Years After | Record |
| Work From Home | JOSHUA COLEMAN/Claire Demorest/Alexander Izquierdo/DALLAS KOEHLKE/Brian Lee/DANIEL BEDINGFIELD/Tyrone Griffin Jr. | Publishing |
| Mystery Train | Herman Parker/Sam Phillips | Publishing |
| Don't Rock The Jukebox | Roger Murrah/Keith Stegall/Alan Jackson | Publishing |
| If We Ever Meet Again | James Busbee/Timothy Mosley/James Washington | Publishing |
| Fine Again | Dale Stewart/Shaun Wegemoed | Publishing |
| Easier | Louis Bell/Charlie Puth/Ali Tamposi/Ryan Tedder/Andrew Wotman | Publishing |
| Do I | Luke Bryan/David Haywood/Charles Kelley | Publishing |
| Ready Or Not Here I come (Can't Hide From Love) | Thom Bell/William Hart | Publishing |
| No Regrets | HAL DAVID/Charles Dumont/NO WRITER | Publishing |
| Poverty's Paradise (25th Anniversary Limited Edition) | Naughty By Nature | Record |
| Thank God I'm A Country Boy | John Martin Sommers | Publishing |
| My Sacrifice | Scott Stapp/Mark Tremonti | Publishing |
| Can The Can | Suzi Quatro | Record |
| Move B***h | Craig Lawson/Bobby Sandimanie/Jonathan Smith/Michael Tyler | Publishing |
| I'm Stone In Love With You | The Stylistics | Record |
| Legend: The Best Of | Suzi Quatro | Record |
| TWO OF A KIND, WORKING ON A FULL HOUSE | Bobby Boyd/Warren Haynes/Dennis Robbins | Publishing |
| Live Your Life | DAN BALAN/Clifford Harris/Makeba Riddick/Justin Smith | Publishing |
| For The First Time | Scooter Carusoe/Derek George/Darius Rucker | Publishing |
| Clout | Belcalis Almanzar/Kiari Cephus/Tim Gomerlinger/Kevin Gomerlinger/Joshua Luellen | Publishing |
| The Best Of the Stylistics | The Stylistics | Record |

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| One Last Breath | Scott Stapp/Mark Tremonti | Publishing |
| Down On The Farm | Jerry Laseter/Kerry Phillips | Publishing |
| Ice Cream | Jung Seo/Rebecca Johnson/Thomas Brown/Steven Franks/SELENA GOMEZ/Ariana Grande/Victoria McCants/Teddy Park | Publishing |
| WOO-HOO | GEORGE MCGRAW | Publishing |
| Promiscuous | Timothy Clayton/Nelly Furtado/Floyd Hills/Timothy Mosley | Publishing |
| Cry Me a River | Timothy Mosley/Scott Storch/Justin Timberlake | Publishing |
| Annie's Song | John Denver | Publishing |
| Say It Right | Nelly Furtado/Floyd Hills/Timothy Mosley | Publishing |
| Too Much Too Young | The Specials | Record |
| If You'Re Going Through Hell | Dave Berg/Kathleen Wright/Sammy Tate | Publishing |
| Sumthin' Sumthin' | Maxwell Menard/Leon Ware | Publishing |
| Vinyl Tap | Spyro Gyra | Record |
| Freek-A-Leek | Moses Barrett/Corey Evans/La Marquis Jefferson/Craig Love/Jonathan Smith | Publishing |
| If You Could Read My Mind | Ultra Natë | Record |
| Stay | Joachim Garraud/Marcel Jean-Charles/DAVID GUETTA/Christopher Willis | Publishing |
| The Specials | The Specials | Record |
| I PROMISED MYSELF | NICK KAMEN (AD) | Publishing |
| Is You Ready | Kirsnick Ball/Kiari Cephus/Jeremy Coleman/Quavious Marshall/Saul Alexander Vasquez | Publishing |
| All I Wanna Do | David Baerwald/William Bottrell/Wyn Cooper/Sheryl Crow/Kevin Gilbert | Publishing |
| Teeth | Louis Bell/Michael Clifford/Gillian Gilbert/Luke Hemmings/Peter Hook/Calum Hood/Ashton Irwin/Stephen Morris/Evan Rogers/Carl Sturken/Bernard Sumner/Alì Tamposi/Ryan Tedder/Andrew Wotman | Publishing |
| Gangsters | The Specials | Record |
| This Masquerade | Leon Russell | Publishing |
| ON THE SUNNY SIDE OF THE STREET | DOROTHY FIELDS/James McHugh | Publishing |
| Redneck Woman | John Rich/Gretchen Wilson | Publishing |
| What Is Love | Veronika Bozeman/Timothy Mosley/DANIEL JONES/James Washington | Publishing |
| What Was I Thinkin' | Brett Beavers/Dierks Bentley/Deric Ruttan | Publishing |
| Call Me | Go West | Record |
| You Got Me | Scott Storch/Jill Scott/Tarik Collins/Ahmir Thompson | Publishing |
| The Man Who Sold The World | Midge Ure | Record |
| Let There Be Love | Ian Grant/Lionel Rand | Publishing |
| CHRISTMAS COOKIE | Aaron Barker | Publishing |
| I'm A Survivor | Shelby Kennedy/Phillip White | Publishing |
| Sober | Marcella Araica/Kara Dioguardi/Floyd Hills/Alecia Moore | Publishing |
| Don't Happen Twice | Curtis Lance/Thom McHugh | Publishing |
| Superstar | Bonnie Bramlett/Delaney Bramlett/Leon Russell | Publishing |

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| 24/7 | Nija Charles/Andrew Franklin/Eyobed Getchew/John Jackson/Beyonce Knowles/Austin Schindler/Scott Storch/Robert Waller/Robert Williams/Ozan Yildirim | Publishing |
| Silent Night | Sinéad O'Connor | Record |
| Side by Side | Harry Woods | Publishing |
| Knock You Down | Marcella Araica/Kevin Cossom/Floyd Hills/Keri Hilson/Shaffer Smith/Kanye West | Publishing |
| ZEZE | Kiari Cephus/Jacques Webster/CHRISTINA GANDY-RODGERS/Dieuson Octave/Marcus Prince/Justin Thomas/David Doman | Publishing |
| Wires | Athlete | Record |
| Hip 2 Da Game | Lord Finesse | Record |
| Our Lips Are Sealed | Fun Boy Three | Record |
| Lights Out | UFO | Record |
| Choir | Trevor Brown/GUY SEBASTIAN/William Simmons | Publishing |
| Stir Fry | Kirsnick Ball/Kiari Cephus/Quavious Marshall/Harry Palmer/Pharrell Williams | Publishing |
| I Want That Man | Deborah Harry | Record |
| STRONGEST | ARNTHOR BIRGISSON/Bard Bonsaksen/INA WROLDSEN | Publishing |
| Me, Myself And I | De La Soul | Record |
| I Shall Believe | William Bottrell/Sheryl Crow | Publishing |
| 1992: The Love Album | Carter The Unstoppable Sex Machine | Record |
| I Do Not Want What I Haven'T Got | Sinéad O'Connor | Record |
| Me Myself and I | Beyonce Knowles/Scott Storch/Robert Waller | Publishing |
| Afternoon Delight | William Danoff | Publishing |
| Flirtin' With Disaster | Danny Brown/David Hlubek/Banner Thomas/Banner Thomas | Publishing |
| Stop, Look, Listen | The Stylistics | Record |
| Let The Music Play | CHRISTOPHER BARBOSA/Ed Chisolm | Publishing |
| Bridge Of Sighs | Robin Trower | Record |
| I Like It (I Wanna Be Where You Are) | Grand Puba | Record |
| WAY YOU LOOK TONIGHT, THE | DOROTHY FIELDS/JEROME KERN | Publishing |
| MAD LOVE | RAOUL CHEN/Jack Patterson/Sean Paul/DAVID GUETTA/ SHAKIRA/ SOAKY/GIORGIO TUINFORT/EMILY WARREN/INA WROLDSEN | Publishing |
| The Best Of The Stylistics and More 30th Anniversary Edition | The Stylistics | Record |
| Finesse | Noel Cadastre/James Fauntleroy/Aubrey Graham | Publishing |
| Baby Baby | Amy Grant/Brian Thomas | Publishing |
| Only The Lonely | Martha Davis | Publishing |
| Before I Go | Jamie Hartman/David Hodges/GUY SEBASTIAN | Publishing |
| Swervin | Kendall Bailey/Artist Dubose/Andrew Green/Daniel Hernandez/London Holmes/Kevin Richardson/Aubrey Robinson | Publishing |
| Look Back At It | Lashawn Daniels/Christopher Dotson/Artist Dubose/Michael Jackson/Fred Jerkins/Rodney Jerkins/Nora Payne/Matthew Samuels/Jahaan Sweet/Christian Ward | Publishing |

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| T Shirt | Kirsnick Ball/Trevon Campbell/Kiari Cephus/Quavious Marshall/Brandon Rackley/James Rosser Jr./Richard Sims/Broderick Thompson- Smith/Carlos Walker/Cory Way | Publishing |
| Morning Dance | Spyro Gyra | Record |
| If I Could Make a Living | Alan Jackson/Roger Murrah/Keith Stegall | Publishing |
| Can't You See | Total | Record |
| Love Is A House | Force M.D.'s | Record |
| Everyday Is A Winding Road | Sheryl Crow/Brian Macleod/Jeffrey Trott | Publishing |
| ROCKIN' ROBIN | Jimmie Thomas | Publishing |
| Walk It Talk It | Kirsnick Ball/Kiari Cephus/Grant Decouto/Harbosky Gordon/Aubrey Graham/Frederick Hall/Montay Humphrey/Donald Jenkins/Quavious Marshall/Jerel Nance/Brian Nash/Joshua Parker/Korey Roberson/Howard Simmons | Publishing |
| The Way I Are | Floyd Hills/Keri Hilson/John Maulsby/Garland Mosley/Timothy Mosley/Balewa Muhammad/Candice Nelson | Publishing |
| When The Sun Goes Down | Brett James | Publishing |
| XXL | Antwain Fox/Jonathan Kirk | Publishing |
| Snap Yo Fingers | Alphonzo Bailey/Sean Joseph/Jonathan Smith/Earl Stevens | Publishing |
| Money In The Way | Tyron Douglas/Tauheed Epps/JOSEPH JEFFERSON/Bruce Hawes | Publishing |
| Someone Else Calling You Baby | Luke Bryan/Jeff Stevens | Publishing |
| Every Time I Think Of You | The Babys | Record |
| Same Song | Digital Underground | Record |
| Goodies | Sean Garrett/Ciara Harris/La Marquis Jefferson/Craig Love/Petey Pablo/Jonathan Smith/Zachary Wallace | Publishing |
| Six Foot Seven Foot | William Attaway/Irving Burgie/Dwayne Carter/Shondrae Crawford/Peter Pankey Jr. | Publishing |
| Uptown Anthem | Naughty By Nature | Record |
| 19 | Paul Hardcastle | Record |
| HIP HOP HOORAY | Naughty By Nature | Record |
| Metalingus | Myles Kennedy/Brian Marshall/Thomas Phillips/Mark Tremonti | Publishing |
| All Apologies | Sinéad O'Connor | Record |
| Anywhere | Nicholas Gale/Nolan Lambrozza/Brian Lee/Alessandro Lindblad/Rita Ora/Al Tamposi/Andrew Wotman | Publishing |
| She'S In Love With You | Suzi Quatro | Record |
| My Love | Clifford Harris/Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| Banana | William Attaway/Orville Burrell/Irving Burgie/Shane Hoosong/Nicholas Murray/Simon Pipe/Dwayne Shippy | Publishing |
| My Own Prison | Scott Stapp/Mark Tremonti | Publishing |
| Free And Easy (Down The Road I Go) | Brett Beavers/Dierks Bentley/Robbie Harrington/Rodney Janzen | Publishing |
| Nothing Compares 2 U | Sinéad O'Connor | Record |

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| Born To Run | Suzi Quatro | Record |
| Little Do You Know | Sierra Deaton/TOBY GAD/Ruth-Anne Cunningham/Ali Tamposi | Publishing |
| Lazy River | Sidney Arodin/Howard Carmichael | Publishing |
| Obsessed | Edvinas Pechovskis/EDVARD ERFJORD/INA WROLDSEN | Publishing |
| YOU MAKE ME FEEL THAT... | STEVE MAC/INA WROLDSEN | Publishing |
| Troy | Sinéad O'Connor | Record |
| The London | Jermaine Cole/Kenneth Edmonds/Jacques Webster/Tyler Williams/Jeffery Williams | Publishing |
| Comin' To Your City | Kenny Alphin/John Rich | Publishing |
| Rock Bottom | UFO | Record |
| Slippery | Kirsnick Ball/Kiari Cephus/Radric Davis/Andrew Decouto/Quavious Marshall/Joshua Parker | Publishing |
| Monkey Man | The Specials | Record |
| The Truth | Handsome Boy Modeling School | Record |
| Ends | Everlast | Record |
| Naughty Girl | Pete Bellotte/Angela Beyince/Beyonce Knowles/Giorgio Moroder/Scott Storch/Donna Summer/Robert Waller | Publishing |
| Jungle | Artist Dubose/Daris Meachem | Publishing |
| PLACES | MICHAEL CALFAN/MARTIN SOLVEIG/INA WROLDSEN | Publishing |
| Get It Poppin | Scott Storch/Joseph Cartagena/Andre Lyon | Publishing |
| The Hippy Hippy Shake | The Swinging Blue Jeans | Record |
| HARLEM NOCTURNE | Earle Hagen | Publishing |
| Do The Dog | The Specials | Record |
| Too Much Pressure | The Selecter | Record |
| AYO Technology | Floyd Hills/Curtis Jackson/Timothy Mosley/Justin Timberlake | Publishing |
| Nature of a Sista' | Queen Latifah | Record |
| Slow Down | Brand Nubian | Record |
| Do You Miss Me | Jocelyn Enriquez | Record |
| Expensify That | Tauheed Epps/Dijon McFarlane/Shahrukh Khan/Christopher Redd/William Stephen Lawrence Edwards/Jamall Glaze/La Marquis Jefferson/Bianca Landrau/Craig Love/Donnell Prince/Matthew Samuels/Jonathan Smith/Jahaan Sweet/Russell Vitale | Publishing |
| BEST ON EARTH | Lawrence Edwards/Jamall Glaze/La Marquis Jefferson/Bianca Landrau/Craig Love/Donnell Prince/Matthew Samuels/Jonathan Smith/Jahaan Sweet/Russell Vitale | Publishing |
| Little Bitch | The Specials | Record |
| GLORY OF LOVE, THE | William Hill | Publishing |
| All My Friends Say | Luke Bryan/Jeff Stevens (BMI)/Lonnie Wilson | Publishing |
| The Fun Lovin' Criminal | Fun Lovin' Criminals | Record |
| Need It | Kirsnick Ball/Kiari Cephus/Tony Cottrell/Tyron Douglas/Kentrell Gaulden/Curtis Jackson/Quavious Marshall | Publishing |
| Let Me Blow Ya Mind | Michael Elizondo/Eve Jeffers/Scott Storch/Andre Young | Publishing |
| Amarillo Sky | Kenny Alphin/Rodney Clawson (S/G Songs)/Bart Pursley/John Rich | Publishing |

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| HOLD MY HAND | JESSICA GLYNNE/JACK ROBERT PATTERSON/JANEE BENNETT/INA WROLDSEN | Publishing |
| If I Ruled The World (Imagine That)* (samples a portion of | Samuel Barnes/Allan Felder/Norman Harris/Jalil Hutchins/Nasir Jones/Aaron O'Bryant/Jean Olivier/David Reeves/Lawrence Smith/Kurt Walker | Publishing |
| Mandinka | Sinéad O'Connor | Record |
| Slide | Kirsnick Ball/Christopher Breau/Kiari Cephus/Quavious Marshall/ADAM WILES | Publishing |
| Don't Go Breaking My Heart | Jamie Hartman/STUART CRICHTON/Stephen Wrabel | Publishing |
| Rocky Mountain High | John Denver/Mike Taylor | Publishing |
| Insomnia | CRAIG DAVID/James Washington | Publishing |
| Looking for the Perfect Beat | Afrika Bambaataa | Record |
| It's A Vibe | Jhene Chilombo/Tauheed Epps/Shane Lindstrom/Robert Mandell/Tremaine Neverson/Tyrone Griffin Jr. | Publishing |
| Living Proof | Camila Cabello/ROBIN FREDRIKSSON/MATTIAS LARSSON/Ali Tamposi/JUSTIN TRANTER | Publishing |
| Redemption Day | Sheryl Crow | Publishing |
| Let Me Go | Brian Lee/Jamie Lidderdale/Alessandro Lindblad/Ali Tamposi/ANDREW WOTMAN | Publishing |
| MAN DOWN | Robyn Fenty/SHAMA JOSEPH/SHONTELLE LAYNE/THERON THOMAS/TIMOTHY THOMAS | Publishing |
| A Marshmallow World | Peter De Rose/CARL SIGMAN | Publishing |
| YOU'RE NOBODY TILL SOMEBODY LOVES YOU | James Cavanaugh/Russ Morgan/Larry Stock | Publishing |
| Fake I.D. | John Rich/John Shanks | Publishing |
| Easy Come, Easy Go | Aaron Barker/Dean Dillon | Publishing |
| Suddenly Last Summer | Martha Davis | Publishing |
| God Love Her | Tobey Keith/Vicky McGehee | Publishing |
| Pony (Ride It Mix) | Stephen Garrett/Elgin Lumpkin/Timothy Mosley | Publishing |
| If I Was | Midge Ure | Record |
| Rat Race | The Specials | Record |
| Devil Gate Drive | Suzi Quatro | Record |
| Missing | Everything But The Girl | Record |
| Act Like You Know | Mark Birts/Terry Price/MARTINELLI J | Publishing |
| Why You Treat Me So Bad | Club Nouveau | Record |
| Casper | Kirsnick Ball/Gary Fountaine | Publishing |
| My Favorite Mistake | Sheryl Crow/Jeffrey Trott | Publishing |
| Coastal | Wendell Mobley/Michael Mobley/Neil Thrasher | Publishing |
| What Do I Do | Phil Fearon & Galaxy | Record |
| C U When U Get There | Coolio | Record |
| Don'T Shed A Tear | Paul Carrack | Record |
| Louder Than Love | TKA | Record |
| Misty Blue | Bob Montgomery | Publishing |
| Sorry Not Sorry | Trevor Brown/Sean Douglas/Warren Felder/Demitria Lovato/William Simmons | Publishing |
| 4 Minutes | Madonna Ciccone/Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| AMERICA'S GOT TALENT THEME | JOS JORGENSEN/ANDREW LOVE | Publishing |

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| JOY TO THE WORLD (UNSPEAKABLE JOY) | EDMOND MARTIN CASH/MATTHEW GILDER/CHRISTOPHER D. TOMLIN/ TRADITIONAL | Publishing |
| No Love | Dwayne Carter/DEE DEE HALLIGAN/Marshall Mathers/Justin Smith/JUNIOR TORELLO | Publishing |
| Prop Me Up Beside The Jukebox | Rick Blaylock/Howard Perdue/Kerry Phillips | Publishing |
| Play That Song | Howard Carmichael/William Larsen/Frank Loesser/Pat Monahan | Publishing |
| Sexual (Li Da Di) | Amber | Record |
| A Little Bit of Ecstasy | Jocelyn Enriquez | Record |
| Stand | Eric Daly/Danny Orton | Publishing |
| All Of Your Toys | William Martin | Publishing |
| What Did You Learn In School Today | Tom Paxton | Publishing |
| Imma Be | William Adams/Stacy Ferguson/Jamie Gomez/Keith Harris/Allan Pineda/ The Budos Band | Publishing |
| Superthug | Noreaga | Record |
| The Emperor'S New Clothes | Sinéad O'Connor | Record |
| Blow The Whistle | La Marquis Jefferson/Craig Love/James Phillips/Todd Shaw/Jonathan Smith | Publishing |
| How Long Will I Love You | The Waterboys | Record |
| THE POTTER'S HAND | DARLENE JOYCE ZSCHECH | Publishing |
| Old Me | Louis Bell/Luke Hemmings/Ashton Irwin/Brian Lee/Andre Proctor/Ali Tamposi/William Walsh/Andrew Wotman | Publishing |
| Please Me | Belcalis Almanzar/James Fauntleroy/Peter Hernandez/Ray McCullough II/Jeremy Reeves/Ray Romulus/Jonathan Yip | Publishing |
| I CAN STILL MAKE CHEYENNE | Aaron Barker/Ervine Woolsey | Publishing |
| Pump It Up | Ronald Bell/George Brown/JOSEPH BUDDEN/Robert Mickens/BELL EARL/Claydes Smith/Justin Smith/Dennis Thomas/Richard Westfield | Publishing |
| Nobody Praying For Me | John Humphrey/Dale Stewart/Shawn Wegemoed | Publishing |
| ALARM | STEVE MAC/ANNE-MARIE NICHOLSON/WAYNE HECTOR/INA WROLDSEN | Publishing |
| Lonely Together | TIM BERGLING/Benjamin Levin/Magnus Hoiberg/Brian Lee/Ali Tamposi/ANDREW WOTMAN | Publishing |
| The Horses | Walter Becker/Rickie Lee Jones | Publishing |
| One Thing | Robert Anderson/James Black | Publishing |
| BABY BLUE | Aaron Barker | Publishing |
| Everybody's Fool | David Hodges/Amy Lee/Ben Moody | Publishing |
| Mood Swings | Artist Dubose/Wesley Glass | Publishing |
| Maneater | Nelly Furtado/Floyd Hills/Timothy Mosley/James Washington | Publishing |
| On My Radio | The Selecter | Record |
| I'm Movin' On | Phillip White/David Williams | Publishing |
| Soldiers | RYAN BOYLAN/ADRIAN BOYLAN/CORKY GAINSFORD | Publishing |
| JESUS MESSIAH | DANIEL CARSON/EDMOND MARTIN CASH/JESSE PRYOR REEVES/CHRISTOPHER D. TOMLIN | Publishing |
| I Get The Bag | Kirsnick Ball/Radric Davis/Joshua Luellen/Quavious Marshall/Leland Wayne | Publishing |

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| MotorSport | Belcalis Almanzar/Kirsnick Ball/Kiari Cephus/Tim Gomringer/Kevin Gomringer/Shane Lindstrom/Onika Maraj/Quavious Marshall | Publishing |
| SWEET SUE, JUST YOU | Will Harris/VICTOR YOUNG | Publishing |
| GUMMO - Remix | Pierre Bourne/Kiari Cephus/Daniel Hernandez | Publishing |
| Sebastian | Cockney Rebel | Record |
| Here For The Party | Kenny Alphin/John Rich/Gretchen Wilson | Publishing |
| Narcos | Kirsnick Ball/Henry Celestin/Kiari Cephus/Quavious Marshall/Robert Martino/Daryl McPherson | Publishing |
| 1-2-3-4 (Sumpin' New) | Coolio | Record |
| Can't Stop Loving You | Soul Dog | Record |
| Tip Toe | Gianni Brom/Artist Dubose/Rodrick Moore Jr./Beck Norling | Publishing |
| Country Song | John Humphrey/Troy William McLawhorn/Dale Stewart/Shawn Welgemoed | Publishing |
| Pin the Tail on the Donkey | Naughty By Nature | Record |
| Back On My Feet Again | The Babys | Record |
| Maria | TKA | Record |
| Safe | Jamie Hartman/NICO SANTOS/Konstantin Scherer/Vincent Stein | Publishing |
| The Collection | Ultravox | Record |
| Live At The Fillmore East 1970 | Ten Years After | Record |
| Hymn | Ultravox | Record |
| Midnight Sky | Louis Bell/Jonathan Bellion/ILSEY JUBER/MILEY CYRUS/Ali Tamposi/Andrew Wotman | Publishing |
| Good Enough | Timothy Mosley/DANIEL JONES/James Washington | Publishing |
| What U Gon' Do | Wendell Neal/Sammie Norris/Darryl Richardson/Jonathan Smith | Publishing |
| Me and My Guitar | Louis Bell/Artist Dubose/Andrew Wotman | Publishing |
| YOU ARE THE REASON | JONATHAN MAGUIRE/Corey Sanders/Calum Scott | Publishing |
| Lash Out | Dave Bassett/Alice Merton | Publishing |
| Sit Still, Look Pretty | Gino Barletta/Scott Bruzenak/Mike Campbell/Britten Newbill | Publishing |
| Keep Me In Mind | ZAC BROWN/WYATT DURRETTE/NIKO MOON | Publishing |
| Whore | Maria Brink/Kevin Churko/John Howorth | Publishing |
| My Shit | Artist Dubose/Daris Meachem | Publishing |
| Nobody But Me | Shawn Camp/Phillip White | Publishing |
| MR. LONELY | GENE ALLAN/BOBBY VINTON | Publishing |
| House of Pain (Fine Malt Lyrics) | House Of Pain | Record |
| RAW SHIT | Kirsnick Ball/Kiari Cephus/Quavious Marshall/Jonathan Kirk/Tahj Morgan/Julien Anderson/Melissa Keklak | Publishing |
| I'M Going Home | Ten Years After | Record |
| BEER BARREL POLKA (ROLL OUT THE BARREL) | Lew Brown/Vladimir Timm/Jaromir Vejvoda/VACLAV Zeman | Publishing |
| Living In A Box | Living In A Box | Record |
| 5-1-5-0 | Jim Beavers/Brett Beavers/Dierks Bentley | Publishing |
| Gaudete | Steeleye Span | Record |
| WHEN THE BEAT DROPS OUT | Jamie Hartman/MARLON ROUDETTE | Publishing |
| Day Of The Eagle | Robin Trower | Record |

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| Stretch You Out | Kendall Bailey/Vojtech Danicek/Artist Dubose/London Holmes/Aubrey Robinson/Summer Walker | Publishing |
| Family Portrait | Alecia Moore/Scott Storch | Publishing |
| Loch Lomond | Runrig | Record |
| Airplane pt2 | Si Hyuk Bang/Roman Campolo/Hoseok Jeong/Ho Kang/Namjun Kim/Yunki Min/Daniele Owen/Alitamposi | Publishing |
| Too Hot To Handle | UFO | Record |
| Buy U A Drank | Alphonzo Bailey/Jarvis Griffin/Isaac Hayes/Reginald Jones/Sean Joseph/Faheem Najm/Darryl Richardson/Jasiel Robinson/Richard Sims/Jonathan Smith/Earl Steven/Miguel Willis | Publishing |
| Words As Weapons | John Humphrey/Dale Stewart/Shawn Welgemoed | Publishing |
| I'm Different | Tauheed Epps/Dijon McFarlane | Publishing |
| Skylark | Howard Carmichael/Johnny Mercer | Publishing |
| Stepping Down The Glory Years (The Albums 1987-96) | Runrig | Record |
| Meet Me Halfway | William Adams/Priese Board/Brian Chase/Stacy Ferguson/Sylvia Gordon/Keith Harris/Jean Kouame/Karen Orzolek/Allan Pineda/Jaime Gomez/Nicholas Zinner | Publishing |
| Watch Out | Tauheed Epps/Trocon Roberts/Steven Bolden | Publishing |
| Reap The Wild Wind positions | Ultravox | Record |
| | Steven Franks/Thomas Brown/Ariana Grande/Angelina Barrett/Brian Bates/Nija Charles/London Holmes | Publishing |
| THIS IS THE MOMENT | Leslie Bricusse/Frank Wildhorn | Publishing |
| Where Corn Don't Grow | Roger Murrah/Mark Springer | Publishing |
| Give No Fxk | Kirsnick Ball/Kiari Cephuss/Shane Lindstrom/Quavious Marshall/Jeremy McIntyre/Daryl McPherson/Jacques Webster/Jeffery Williams | Publishing |
| O.P.P. | Naughty By Nature | Record |
| HEIGH HO EVERYBODY HEIGH HO | Harry Woods | Publishing |
| Call Me When You're Sober | Terry Balsamo/Amy Lee | Publishing |
| MADE ME GLAD | MIRIAM JOY WEBSTER | Publishing |
| Without Me | Amy Allen/Louis Bell/Brittany Amaradio/ASHLEY FRANGIPANE/Timothy Mosley/Scott Storch/Justin Timberlake | Publishing |
| Running | Information Society | Record |
| My Prayer | Georges Boulanger/James Kennedy | Publishing |
| No Problem | Chancellor Bennett/Dwayne Carter/Rachel Cato/Tauheed Epps/Jonathan Hoard/CAMERON OSTEEN/Ivan Rosenberg/Conor Szymanski/Lakeithsha Williams/Peter Wilkins/Jamie Woods | Publishing |
| The Best Of 2 Tone | The Selecter | Record |

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| HAD ENOUGH | Thomas Brenneck/Shawn Carter/Kiari Cephus/Mike Dean/James Fauntleroy/Michael Herard/Beyonce Knowles/Andre Lyons/Quavious Marshall/Leon Michels/Bryan Simmons/Homer Steinweiss/Caleb Toliver/Marcello Valenzano | Publishing |
| Will The Last Man Standing (Turn Out The Light): The Best | UFO | Record |
| It'S A Shame (My Sister) | Monie Love | Record |
| Ocean | Rodriquez Broadnax/Trevon Campbell/Tevin Thompson | Publishing |
| Buddy (feat. Jungle Bros., Q-Tip, Phife, Queen Latifah & M | De La Soul | Record |
| Crush | Kevin Clark/Bernadette Cosgrove/Andrew Goldmark/MARK MUELLER | Publishing |
| Hold Back The Night | Ronald Baker/Allan Felder/Norman Harris | Publishing |
| Fisherman'S Box: The Complete Fisherman'S Blues Session | The Waterboys | Record |
| Red Room | Kiari Cephus/Leland Wayne | Publishing |
| Fuzzy | Grant Lee Buffalo | Record |
| Judas | Johnny Andrews/Justin Cordle/Richard Park Ward | Publishing |
| Obsession | DANIEL ARMBRUSTER/BENJAMIN BAILEY/Paul Brenner/Joseph Morinelli | Publishing |
| All Because Of Jesus | Steven Fee | Publishing |
| 151 Rum | Peter Mudge/Destin Route/John Welch II | Publishing |
| Black Jesus | Everlast | Record |
| The Tears Of A Clown | The Beat | Record |
| EVERYBODY EVERYBODY | Daniele Davoli/Mirko Limoni/Valerio Semplici | Publishing |
| Lament | Ultravox | Record |
| Talk Dirty | Jason Desrouleaux/Sean Douglas/Tauheed Epps/Jason Evigan/Eric Frederic/Ori Kaplan/Tamir Muskat/Tomer Yosef | Publishing |
| No Matter What | Marcella Araica/Clifford Harris/Floyd Hills | Publishing |
| I Lost My Head: The Chrysalis Years 1975-1980 | Gentle Giant | Record |
| LUSH LIFE | Billy Strayhorn | Publishing |
| Can't Find My Way Home | Spyro Gyra | Record |
| Move Bitch | G Boo/Jeffrey Grigsby/L Imphamous/S Joseph/J Juicy/Stephanie Martin/D Paul/J Paul/Jonathan Smith | Publishing |
| At The Bbc (1974-1985) | UFO | Record |
| Lithium | Amy Lee | Publishing |
| Punks Jump Up To Get Beat Down | Brand Nubian | Record |
| Groove Merchant | Jerome Richardson | Publishing |
| BREAKDOWN | John Humphrey/Dale Stewart/Shawn Welgemoed | Publishing |
| White Flag | Dave Bassett/Bishop Briggs/Mark Jackson/Ian Scott | Publishing |
| Long Distance: The Best Of Runrig | Runrig | Record |
| Reply | Artist Dubose/Kevin Prince/Symere Woods/Joseph Zomboulas | Publishing |
| Life By The Drop | Doyle Bramhall/BARBARA LOGAN | Publishing |
| Can't Let You Go | John Jackson/Cynthia Loving/Justin Smith | Publishing |
| Too Rolling Stoned | Robin Trower | Record |
| Top O' the Morning to Ya | House Of Pain | Record |

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| Shake That Monkey | Robert McDowell/TODD SHAW/Jonathan Smith | Publishing |
| Hello Good Morning | Marcella Araica/Richard Butler/Clifford Harris/Floyd Hills | Publishing |
| AMERICAN LIFE | Dave Pahanish/Joe West | Publishing |
| Fight Night | Antwaun Arnold/Kirsnick Ball/Kiari Cephus/Quavious Marshall | Publishing |
| Some Cut | Lawrence Edwards/Jamall Glaze/La Marquis Jefferson/Craig Love/Donnell Prince/Jonathan Smith | Publishing |
| Perhaps Love | John Denver | Publishing |
| Wrath of My Madness | Queen Latifah | Record |
| Bessie Couldn't Help It | Charles Bayha/Jack Richmond/Byron Warner | Publishing |
| BABY'S GOTTEN GOOD AT GOODBYE | Tony Martin/Troy Martin | Publishing |
| Last Memory | Kirsnick Ball/Daryl Harleaux/JOHN FITCH | Publishing |
| Nelson Mandela | The Special AKA | Record |
| Twerk It | V.I.C. | Record |
| Thru Your Phone | Belcalis Almanzar/Benjamin Levin/Jordan Thorpe/Ali Tamposi/JUSTIN TRANTER/Andrew Wotman | Publishing |
| Hello | David Hodges/Amy Lee/Ben Moody | Publishing |
| Can't Give You Anything (But My Love) | The Stylistics | Record |
| Can't Hold Us Down | Matthew Morris/Greg Prestopino/CHRISTINA AGUILERA/Scott Storch/Matthew Wilder | Publishing |
| CRY | Churchill Kohlman | Publishing |
| When You Walk In The Room | Paul Carrack | Record |
| THAT AIN'T MY TRUCK | Rhett Akins/Tom Shapiro/Chris Waters | Publishing |
| Look At Us | Max Barnes/Vincent Gill | Publishing |
| Danger | Kirsnick Ball/Kiari Cephus/Chris Comstock/Paul Judge/Quavious Marshall | Publishing |
| Let It Go | Tom Douglas/Bill Luther - Llano Music/Aimee Mayo | Publishing |
| Just How It Is | Jeffery Williams/Wesley Glass/Nicholas Mira | Publishing |
| Last Day Of Our Acquaintance | Sinéad O'Connor | Record |
| All Good Things (Come To An End) | Nelly Furtado/Floyd Hills/Christopher Martin/Timothy Mosley | Publishing |
| Working Bitch | Ashton Casey/Adetokunbo Adedede/Elegbede/Gina Kushka | Publishing |
| Alley Oop (Frazier) | Dallas Frazier | Publishing |
| When Worlds Collide | Michael Cummings/Dorian Heartsong/Alan Pahanish, Jr./Mike Tempesta/Adam Williams | Publishing |
| DROWNING | Artist Dubose/Ray Nelson II/Dieuson Octave/Jahaan Sweet | Publishing |
| Strangers In The Night (Live) | UFO | Record |
| Recorded Live | Ten Years After | Record |
| It's A Little Too Late | Roger Murrah/Pat Terry | Publishing |
| Dead Man Walking | Tyron Douglas/Tauheed Epps/Armond Kendrick/Nayvadius Wilburn | Publishing |
| Sex Packets | Digital Underground | Record |
| Shake That Thing | Charles Jackson | Publishing |
| Wanna Get To Know You | David Brown/Jacqueline Hilliard/Curtis Jackson/Christopher Lloyd/Leon Ware | Publishing |
| A Man Is In Love | The Waterboys | Record |

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| LOVE IS GONE | Joachim Garraud/DAVID GUETTA/Christopher Willis/Frederic Riesterer | Publishing |
| You'll Never Get To Heaven | The Stylistics | Record |
| Hero | Denzel Baptiste/Dave Bassett/Rivers Cuomo/David Marshall Biral/Daniel Omelio/DANIEL BEDINGFIELD | Publishing |
| Two Sparrows in a Hurricane | Mark Springer | Publishing |
| Frankie Miller..That'S Who!:The Complete Chrysalis Record | Frankie Miller | Record |
| Frat Rules | Leon Ware | Publishing |
| Put It On Me (Remix) | Jeffrey Atkins/Tiheem Crocker/Irving Lorenzo/P. Walcott | Publishing |
| Come Closer | Robert Blake Jr./Queen Bulls/Artist Dubose/Edgar Ferrera/Rock Georges/Ryan Luriea/Chaz Mazzota/Timothy Mosley/Scott Storch/Justin Timberlake/Christian Ward | Publishing |
| Get Right Witcha | Kirsnick Ball/Kiari Cephus/Xavier Dotson/Shane Lindstrom/Quavious Marshall | Publishing |
| Banned From TV | Noreaga | Record |
| BRITAIN'S GOT TALENT | JORGENSEN JOS/ANDREW LOVE | Publishing |
| Everything's Gonna Be Alright | Naughty By Nature | Record |
| Talkin' All That Jazz | Stetsasonic | Record |
| SKECHERS | HASEEB AHMAD/JULIAN HECKER | Publishing |
| Startender | Kiari Cephus/Artist Dubose/Christopher Dotson/Michael Nguyen-Stevenson/Christian Ward/Tyler Williams | Publishing |
| Chances | Athlete | Record |
| Extended | Ultravox | Record |
| Maybe I Deserve | Durrell Babbs | Publishing |
| And A Bang On The Ear | The Waterboys | Record |
| G.O.M.D. | Jermaine Cole/Ron Gilmore/Deongelo Holmes/Eric Jackson/Jonathan Smith | Publishing |
| Loyal Brave True | Billy Crabtree/ROSI GOLAN/Jamie Hartman/WILLIAMS GREGSON | Publishing |
| NIGHTINGALE SANG IN BERKELEY SQUARE, A | Eric Maschwitz/Manning Sherwin | Publishing |
| Who Do You Love | William Simmons/Trevor Brown/Michael Clifford/Warren Felder/Luke Hemmings/Calum Hood/Ashton Irwin/Alexander Pall/Sean Douglas/TALAY RILEY/Andrew Taggart | Publishing |
| Holy | Jonathan Bellion/Chancelor Bennett/Justin Bieber/TOMMY BROWN/Steven Franks/ANTHONY JONES/Jorgen Odegard/MICHAEL POLLACK | Publishing |
| Giant | Rory Graham/Jamie Hartman/Troy Miller/ADAM WILES | Publishing |
| Can't You See (feat. Notorious B.I.G.) | Total | Record |
| Armed And Ready | Michael Schenker | Record |
| IMPOSSIBLE (SPANISH VERSION) | ARNTHOR BIRGISSON/LUIGI GIRALDO/FRANCISCO BAUTISTA/INA WROLDSEN | Publishing |
| King Of My City | Damil Coste/Artist Dubose/Matthew Samuels/Shawn Thomas/Joseph Zoumboulis | Publishing |
| One Way Love | TKA | Record |

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| Under The Graveyard | John Osbourne/Chad Smith/Ali Tamposi/Andrew Wotman | Publishing |
| 48 Crash | Suzi Quatro | Record |
| Delta Lady | Leon Russell | Publishing |
| Paint Me A Birmingham | Gary Duffey/Buck Moore | Publishing |
| Chuck E's In Love | Rickie Lee Jones | Publishing |
| Shameless | Camila Cabello/Stefan Johnson/Jordan Johnson/JON BELLION/Ali Tamposi/Andrew Wotman | Publishing |
| Apeshit | Shawn Carter/Kiari Cephuss/Beyonce Knowles/Quavious Marshall/Pharrell Williams | Publishing |
| SECRETS | Phil Bentley/NILES HOLLOWELL-DHAR/Vicky Karagiorgos/Tijs Verwest | Publishing |
| Darlin' | Frankie Miller | Record |
| Come A Little Closer | Brett Beavers/Dierks Bentley | Publishing |
| Room To Roam | The Waterboys | Record |
| Return To Eden: Live At The Roundhouse | Ultravox | Record |
| Change It | Doyle Bramhall | Publishing |
| Jump Right In | ZAC BROWN/WYATT DURRETTE/JASON MRAZ | Publishing |
| Summer Love | Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| Imaginary | David Hodges/Amy Lee/Ben Moody | Publishing |
| Hillbilly Deluxe | Truman Crisler/Craig Wiseman | Publishing |
| Real Time Theme | Louis Brown Iii/Scott Parker/Christopher Reid | Publishing |
| Baby Baby | AMY LEE GRANT/AMY GRANT/BRIAN KEITH THOMAS | Publishing |
| Rise Above This | John Humphrey/Dale Stewart/Shawn Welgemoed | Publishing |
| Gimme That | Sean Garrett/Scott Storch | Publishing |
| Friday Night, Saturday Morning | The Specials | Record |
| The Very Best Of the Stylistics...And More! | The Stylistics | Record |
| STOP THE ROCK | NORMAN FISHER-JONES/TREVOR GRAY/HOWARD GRAY/IAN HOXLEY | Publishing |
| Thinking About Your Love | Kenny Thomas | Record |
| Doowutchyalike | Digital Underground | Record |
| Love To Love | UFO | Record |
| Freaks of the Industry | Digital Underground | Record |
| 8th of November | Kenny Alphin/John Rich | Publishing |
| Tears May Fall | TKA | Record |
| Let's Put It All Together | The Stylistics | Record |
| I Don't Want to Talk About It | Danny Whitten | Publishing |
| Dancing Tight | Phil Fearon & Galaxy | Record |
| Do Nothing | The Specials | Record |
| Why | Rodney Clawson/Vicky McGehee/John Rich | Publishing |
| White Trash Momma | Jed Simon/Byron Stroud/Chris Valago | Publishing |
| Tear Away | Stephen Benton/Michael Luce/Christian Pierce/David Williams | Publishing |
| Rock The Boat | Stephen Garrett/Eric Seats/Rapture Stewart | Record |
| Drip | Belcalis Almanzar/Kirsnick Ball/Kiari Cephuss/Joshua Cross/Gary Fountaine/Klenord Raphael/Quavious Marshall/Jordan Thorpe | Publishing |
| 100 Racks | Jordan Carter/Kiari Cephuss/Leland Wayne | Publishing |

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| Shapiro Bernstein - Wallaby Dividend | VARIOUS SHAPIRO CATALOGUE | Publishing |
| AT THE CROSS | REUBEN MORGAN/DARLENE JOYCE ZSCHECH | Publishing |
| Billy's Got His Beer Goggles On | Michael Mobley/Phillip White | Publishing |
| FAVELA | EDVARD ERFJORD/INA WROLDSEN | Publishing |
| Respect | Adeva | Record |
| Shorty Wanna Ride | David Brown/La Marquis Jefferson/Craig Love/Jonathan Smith | Publishing |
| Count on Me | Jesse Barish | Publishing |
| Tell Me When To Go | Darryl McDaniels/Joseph Simmons/Russell Simmons/Jonathan Smith/Earl Stevens/Charles Williams | Publishing |
| PUMP SONG, THE | Arthur Fields/Sam Lerner/Richard Whiting | Publishing |
| Gettin' Over You | William Adams/Stacy Ferguson/Stefan Gordy/Sindres Jean-Claude/David Listenbee/DAVID GUETTA/Christopher Willis/SANDY WILHELM/Frederic Riesterer | Publishing |
| Call You Home | Tinashe Mupani | Publishing |
| Sweet Home Chicago | Herman Parker | Publishing |
| Lie To Me | Luke Hemmings/Calum Hood/Ashton Irwin/Ali Tamposi/Andrew Wotman | Publishing |
| A Girl Called Johnny | The Waterboys | Record |
| Jesus Take The Wheel | Brett James/Hillary Lindsey/Gordon Sampson | Publishing |
| Generation X | Generation X | Record |
| The Weekend | Cody Fayne/Floyd Hills/Timothy Mosley/Solana Rowe/Justin Timberlake | Publishing |
| Don'T Cry For Me Argentina | Sinéad O'Connor | Record |
| NO PROMISES | JONAS SCHRODER/LUCAS SIEBER | Publishing |
| Baguettes in the Face | Jordan Carter/Artist Dubose/Navraj Goraya/Dijon McFarlane/LARRY SANDERS | Publishing |
| No One Higher | Ryan Balltzglier/Seth Condrey/Steven Fee | Publishing |
| The Very Best Of Suzi Quatro | Suzi Quatro | Record |
| You'Re Wondering Now | The Specials | Record |
| Shamrocks and Shenanigans | House Of Pain | Record |
| You Made Me The Thief Of Your Heart | Sinéad O'Connor | Record |
| Johnny Cash | Rodney Clawson/Vicky McGehee/John Rich | Publishing |
| MEMORIES OF YOU | Eubie Blake/Andy Razaf | Publishing |
| Picture | Sheryl Crow/Robert Ritchie | Publishing |
| Money Maker | Dwayne Carter/Tauheed Epps/E.J. Presley/SAMPLE SAMPLE | Publishing |
| Like That | FLEUR EAST/BEN EPSTEIN/JANEE BENNETT/FRASER SMITH/ASHLEY SOAN/INA WROLDSEN | Publishing |
| Until The End of Time | Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| A Pagan Place | The Waterboys | Record |
| Lose Control | JUAN ATKINS/Willie Lee Duckworth/Melissa Elliott/ISAAC FREEMAN/Ciara Harris/Curtis Hudson/Bernard Lentz/RICHARD DAVIS | Publishing |
| Kelly Price | Kirsnick Ball/Kiari Cephus/Joshua Cross/Courtney Elkins/Jared Jackson/Quavious Marshall/Jacques Webster | Publishing |
| Let Me Love You (Remix) | Kameron Houff/Shaffer Smith/Scott Storch | Publishing |
| GUITAR BOOGIE | ARTHUR SMITH | Publishing |
| What's This Life For | Scott Stapp/Mark Tremonti | Publishing |

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| Touch The Sky | WASALU MUHAMMAD JACO/CURTIS | Publishing |
| Make It Rain | MAYFIELD/Justin Smith/Kanye West | |
| WHO YOU'D BE TODAY | Dwayne Carter/Joseph Cartegna/Scott Storch | Publishing |
| Last Dollar (Fly Away) | Bill Luther - Llano Music/Aimee Mayo | Publishing |
| Fuckin Problems | Kenny Alphin | Publishing |
| | Tauheed Epps/Stephen Garrett/Aubrey | Publishing |
| | Graham/Kendrick Lamar/Rakim Mayers/Noah Shebib | |
| Havana (Remix) | Louis Bell/Camila Cabello/Adam Feeney/Kaan | Publishing |
| | Gunesberk/Brittany Hazzard/Brian Lee/Ramon | |
| | Rodriguez/Ali Tamposi/Pharrell Williams/ANDREW | |
| | WOTMAN | |
| Truth | Shaun Welgemoed | Publishing |
| Here I Go Again | Force M.D.'s | Record |
| Buhloone Mindstate | De La Soul | Record |
| Black Boys On Mopeds | Sinéad O'Connor | Record |
| Break the Ice | Marcella Araica/Keri Hilson/Floyd Hills/James | Publishing |
| | Washington | |
| Big Bank | Sean Anderson/Tauheed Epps/Keenon Jackson/Nye | Publishing |
| | Lee/Onika Maraj/Dijon McFarlane | |
| Dare You To Move | Jonathan Foreman | Publishing |
| Room In Your Heart | Living In A Box | Record |
| Havana (No Rap Version) | Louis Bell/Camila Cabello/Adam Feeney/Kaan | Publishing |
| | Gunesberk/Brittany Hazzard/Brian Lee/Ali | |
| | Tamposi/Pharrell Williams/ANDREW WOTMAN | |
| Goodbye In Her Eyes | ZAC BROWN/WYATT DURRETTE/JOHN | Publishing |
| | HOPKINS/Sonia Leigh | |
| Two Sleepy People | Howard Carmichael/Frank Loesser | Publishing |
| Brown Skin Girl | Christopher Brown/Scott Storch/Theron | Publishing |
| | Thomas/Timothy Thomas | |
| Never | Leroy Gomes/Markus Randle/Destin Route/John | Publishing |
| | Welch II | |
| All Around My Hat | Steeleye Span | Record |
| American Boy | William Adams/Keith Harris/John Legend/Josh | Publishing |
| | Lopez/Caleb Speir/Estelle Swaray/Kweli | |
| | Washington/Kanye West | |
| Driven Under | Dale Stewart/Shawn Welgemoed | Publishing |
| Gasoline | Dale Stewart/Shawn Welgemoed | Publishing |
| Concrete Jungle | The Specials | Record |
| Rockin' Chair | Howard Carmichael | Publishing |
| CLOUDS WILL SOON ROLL BY, THE | William Hill/Harry Woods | Publishing |
| Catch My Breath | Jason Halbert/Kelly Clarkson/Eric Olson | Publishing |
| Slow Down | Brand Nubian | Record |
| 4AM | Tauheed Epps/Tim Gomringer/Kevin | Publishing |
| | Gomringer/Jacques Webster | |
| Up The Smoke | Khalick Caldwell/Kiari Cephus/Amman Nurania | Publishing |
| If I Didn't Have You | Max Barnes/Skip Ewing | Publishing |
| Strange | Jamie Hartman/Eric Leva/Celeste Waite/Stephen | Publishing |
| | Wrabel | |
| SHE'LL LEAVE YOU WITH A SMILE | Charles Blackmon/Jay Knowles | Publishing |
| Make Me Smile (Come Up And See Me) (2014 Remastered | Steve Harley & Cockney Rebel | Record |

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| So Long | REMUS HARRIS/Irving Melsher/Russ Morgan | Publishing |
| I GOTTA FEELING | William Adams/Stacy Ferguson/Allan Pineda/Jaime Gomez/DAVID GUETTA/Frederic Riesterer | Publishing |
| MOVE TOGETHER | Jamie Hartman/JAMES BAY | Publishing |
| The White Cliffs of Dover | Nat Burton/WALTER KENT | Publishing |
| WHITE CLIFFS OF DOVER, THE | Nat Burton/WALTER KENT | Publishing |
| Deadz (feat. 2 Chainz) | Kirsnick Ball/Kiari Cephus/Tauheed Epps/Ronald LaTour/Quavious Marshall | Publishing |
| Doctor Love | Allan Felder/Norman Harris/Ronald Tyson | Publishing |
| In The Heights | Lin-Manuel Miranda/Billy Strayhorn | Publishing |
| So Far - The Best Of Sinead O'Connor | Sinéad O'Connor | Record |
| COME JOSEPHINE IN MY FLYING MACHINE | Alfred Bryan/Fred Fisher | Publishing |
| Invincible | Capone-N-Noreaga | Record |
| Love The Way You Hate Me | Chris Brooks/Kent Brooks/Matt Brooks | Publishing |
| Lovestoned | Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| Whiskey Man | Danny Brown/Bruce Crump/David Hlubek/Steve Holland | Publishing |
| Ready Steady Go | Generation X | Record |
| Scars of Love | TKA | Record |
| Hey Love | Wilbert Hart | Publishing |
| Dangerous | DANIEL ARMBRUSTER/ALAN WILKIS | Publishing |
| LAWRENCE OF ARABIA | Maurice Jarre | Publishing |
| Why We Thugs | Oshea Jackson/Scott Storch | Publishing |
| Notice Me | Kirsnick Ball/Kiari Cephus/Quavious Marshall/Austin Post/Trocon Roberts | Publishing |
| In My Daughter's Eyes | James Slater | Publishing |
| Demons and Angels | Artist Dubose/Jarad Higgins/Tony Son | Publishing |
| Sweet Thing | The Waterboys | Record |
| Fast Cars And Freedom | Gary Levox/Wendell Mobley/Neil Thrasher | Publishing |
| All for One | Brand Nubian | Record |
| No Problem | Darryl Richardson/Jonathan Smith | Publishing |
| Repetition | Information Society | Record |
| Wake Up (Reprise in the Sunshine) | Brand Nubian | Record |
| Kiss You Back | Digital Underground | Record |
| HUMAN | NIRE ALLDAI/Jamie Hartman/THOR | Publishing |
| No Lie (ft Drake) | NORGAARD/MADS WINTHER-MOLLER | Publishing |
| Same Damn Life | Tauheed Epps/Aubrey Graham/Marquel Middlebrooks/Michael Williams | Publishing |
| UPSIDE DOWN (SINGLE VERSION) | John Humphrey/Raymond Lefebvre/Paul Mauriat/Jacques Plante/Frank Pourcel/Dale Stewart/Shawn Welgemoed | Publishing |
| We Takin' Over | PALOMA FAITH/BELLE HUMBLE/JOS JORGENSEN/ANDREW LOVE | Publishing |
| | Dwayne Carter/Joseph Cartegena/Clifford Harris/Floyd Hills/Khaled Khaled/William Roberts/Aliaune Thiam/Bryan Williams | Publishing |

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| Get Low | Tauheed Epps/ Unknown Composer/Author | Publishing |
| The Best Of The Waterboys (1981-1990) | The Waterboys | Record |
| Cleveland Rocks | Ian Hunter | Record |
| The Winner | Coolio | Record |
| Work (Put It In) | Jason Boyd/Kelendria Rowland/Scott Storch | Publishing |
| I'm A Swing It | House Of Pain | Record |
| Battlecry | Brendan Davies/Jamie Ellis/Jordan Mackampa | Publishing |
| Million | Melissa Elliott/TRINITY HOMES/Timothy Mosley/James Washington | Publishing |
| EMPIRE | STEVE MAC/INA WROLDSEN | Publishing |
| Sibylline Origin | Jeffrey Loomis | Publishing |
| Chasing The Sky | Jussie Smollett/James Washington | Publishing |
| Drink To That All Night | Derek George/Lance Miller/Brett Warren/Brad Warren | Publishing |
| The War Report | Capone-N-Noreaga | Record |
| Feels So Good | Brand Nubian | Record |
| Timeless | Jagvir Aujla/Artist Dubose/Gibran Jairam/Joseph Venuti/Christopher Washington | Publishing |
| LITTLE BITTY PRETTY ONE | Robert Byrd | Publishing |
| Catching The Sun | Spyro Gyra | Record |
| Into You | Mary Danna/Carolyn Johnson/Shaye Smith | Publishing |
| Idol | Si Hyuk Bang/Roman Campolo/Dong Hyuk Shin/Ho Kang/Namjun Kim/Ali Tamposi | Publishing |
| I Love Lucy Theme | Harold Adamson/Eliot Daniel | Publishing |
| C U When U Get There (feat. 40 thevz) | Coolio | Record |
| EXACTLY LIKE YOU | DOROTHY FIELDS/James McHugh | Publishing |
| Sound of Violence | Jonathon Mooney/Joshua Onstott/Jesse Tabish | Publishing |
| Fall In Love | Artist Dubose | Publishing |
| Bloody Money | Capone-N-Noreaga | Record |
| So You Want To Be A Rock N' Roll Star | Christopher Hillman/Roger Mcguinn | Publishing |
| Torn | Scott Stapp/Mark Tremonti | Publishing |
| Love Me Now | Sarah Barthel/Thom Bell/ Boots/Henry Brill/Joshua Carter/William Corgan/William Hart/Dan Wilson | Publishing |
| Back In Baby's Arms | Bob Montgomery | Publishing |
| EMMANUEL (HALLOWED MANGER GROUND) | EDMOND MARTIN CASH/CHRISTOPHER D. TOMLIN | Publishing |
| Leave (Get Out) | Alex Cantrall/Kenneth Karlin/Carsten Schack/Phillip White | Publishing |
| Handsome And Wealthy | Kirsnick Ball/Kiari Cephus/Deshawn Kennedy/Quavious Marshall/Dina Marto/Darryl Mccorkell/Irvin Whitlow | Publishing |
| Racks 2 Skinny | Kirsnick Ball/Denis Berger/Kiari Cephus/Quavious Marshall/Daryl McPherson/Anthony Tchakalla | Publishing |
| A Roller Skating Jam Named Saturdays | De La Soul | Record |
| Right Back (Remix) | Jasper Cameron/Dwayne Carter/Artist Dubose/Mikkel Eriksen/Tor Hermansen/Rodney Jerkins/Gary Kemp/Denis Kosiak/MIKE RILEY/Khalid Robinson/Brenda Russell/Maurice Sinclair/Jolyon Skinner/Japhe Tejada/Joe Thomas/Ryan Vojtesak/Michelle Williams | Publishing |
| Whitey Ford Sings The Blues | Everlast | Record |
| Breakdown | John Humphrey/Dale Stewart/Shawn Welgemoed | Publishing |

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| Tears | Force M.D.'s | Record |
| La La (Means I Love You) | Thom Bell/William Hart | Publishing |
| Love Drugs And Sex | Aljiernon Aiken/Artist Dubose | Publishing |
| Come Live With Me Angel | Jacqueline Hilliard/Leon Ware | Publishing |
| All My Friends | Dave Bassett/Dave Shaw | Publishing |
| One | Scott Stapp/Mark Tremonti | Publishing |
| Get Up Stand Up | Bob Marley/Winston McIntosh | Publishing |
| Down Bad | Jermaine Cole/Olu Fann/Abbas Hamad/Asheton Hogan/Destin Route/Quantavious Thomas | Publishing |
| I've Been Thinking | Handsome Boy Modeling School | Record |
| Belladonna | UFO | Record |
| THEN | STEVE MAC/ANNE-MARIE NICHOLSON/INA WROLDSEN | Publishing |
| I DON'T CARE IF I NEVER DREAM AGAIN | Jack Brooks/Edgar Fairchild | Publishing |
| Blood | Maria Brink/Kane Churko/Kevin Churko/John Howorth | Publishing |
| My Last Breath | David Hodges/Amy Lee/Ben Moody | Publishing |
| A Change Would Do You Good | Sheryl Crow/Jeffrey Trott/Brian Macleod | Publishing |
| All Jacked Up | Vicky McGehee/John Rich/Gretchen Wilson | Publishing |
| The Singles | The Specials | Record |
| HAUNTED | David Hodges/Amy Lee/Ben Moody | Publishing |
| Here For The Party (Alphin Only) | John Rich/Kenny Alphin | Publishing |
| Give It To Me | Timothy Clayton/Nelly Furtado/Floyd Hills/Timothy Mosley/Justin Timberlake | Publishing |
| Break Ya Neck | M Elizondo/ Flea/John Frusciante/Anthony Kiedis/Chad Smith/Trevor Smith/Scott Storch/Andre Young | Publishing |
| Mississippi Girl | John Rich/Adam Shoenfeld | Publishing |
| Rage In Eden | Ultravox | Record |
| We Rode In Trucks | Luke Bryan/Jim McCormick/Roger Murrah | Publishing |
| WHISPER | David Hodges/Amy Lee/Ben Moody | Publishing |
| Nice To Meet Ya - Diplo Remix | Julian Bunetta/Niall Horan/Tobias Jesso/THOMAS PENTZ/RuthAnne Cunningham/Philip Scully | Publishing |
| Put Yo Hood Up | Sammie Norris/Jonathan Smith | Publishing |
| Black Out Days | Sarah Barthel/Joshua Carter | Publishing |
| Home | Sheryl Crow | Publishing |
| The Voice | Ultravox | Record |
| Adrenalize | Maria Brink/Kevin Churko/John Howorth/Mitch Marlow | Publishing |
| PASILDA | NICK BENNETT/PATRICK COLE/Isabel Fructuoso | Publishing |
| You're A Big Girl Now | The Stylistics | Record |
| Couldn'T Get It Right | Fun Lovin' Criminals | Record |
| WHAT PART OF NO (DON'T YOU UNDERSTAND) | Wayne Perry/Gerald Smith | Publishing |
| Sunshine On My Shoulders | John Denver/Richard Kniss/Mike Taylor | Publishing |
| A Space In Time | Ten Years After | Record |
| Go Getta | Kevin Cossom/Allan Felder/Norman Harris/ANDREW HARR/JERMAINE JACKSON/Jay Jenkins/Tanya Jones/Robert Kelly | Publishing |
| Wonderful Life | Black Box Recorder | Record |
| Lighters Up | Victor Carraway/Roger Greene/Kimberly Jones/Scott Storch | Publishing |

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| Heavy Fallin' Out | The Stylistics | Record |
| Amigo | Black Slate | Record |
| Damn! (Smith Only) | Jeffrey Grigsby/Sean Joseph/Cedric Leonard/Craig Love/Robert McDowell/Jonathan Smith | Publishing |
| It Ain'T What You Do It'S The Way That You Do It Only Want You | Fun Boy Three Louis Bell/Ali Tamposi/EMILY WARREN/Andrew Wotman | Record Publishing |
| Higher | ARNTHOR BIRGISSON/INA WROLDSEN | Publishing |
| Bon Appetit | Ferras Alqaisi/Kirsnick Ball/Kiari Cephus/OSCAR THOMAS HOLTER/Katheryn Hudson/Quavious Marshall/Martin Max/KARL SCHUSTER (SHELLBACK) | Publishing |
| Head First | The Babys | Record |
| DWELLING PLACES | MIRIAM JOY WEBSTER | Publishing |
| Love Don't Let Me Go | Joachim Garraud/Marcel Jean-Charles/DAVID GUETTA/Christopher Willis | Publishing |
| I LOVE YOU | Keith Follese/Adrienne Follese/Tammy Hyler | Publishing |
| No Complaints | Kiari Cephus/Aubrey Graham/Leland Wayne | Publishing |
| Lose To Win | Francine Golde/Dennis Lambert/Walter Orange/ANDREA MARTIN/Harmony Samuels | Publishing |
| Miss You | Johnata Austin/Teddy Bishop/Elgin Lumpkin | Publishing |
| We Own It (Fast & Furious) | Tauheed Epps/Breyan Isaac/Joe Khajadourian/Alex Schwartz/Cameron Thomaz | Publishing |
| THE CREEPS | CAMILLE JONES (LIFTED - 50% RATE) | Publishing |
| Dancing with Myself | Generation X | Record |
| Slow Down | Brand Nubian | Record |
| Lil Baby | Jeffery Williams | Publishing |
| On Saturday Afternoons In 1963 | Rickie Lee Jones | Publishing |
| MAMACITA | Gromyko Collins/Travon Potts | Publishing |
| The Hustle and the Best of Van McCoy | Van McCoy | Record |
| Tommy Lee | Tyler Brown/Trevon Campbell/ Jared/Austin Post/Rvnes/Terrence Tessora | Publishing |
| Heroes | David Bowie | Record |
| Not So Fast | Robert Hackl/Kenneth Stange | Publishing |
| Anthology | The Babys | Record |
| I'M Going Home | Ten Years After | Record |
| WOLVERTON MOUNTAIN | Merle Kilgore/Claude King | Publishing |
| All Good? (feat. Chaka Khan) | De La Soul | Record |
| Back from the Dead | House Of Pain | Record |
| History Never Repeats | Split Enz | Record |
| SEA OF HEARTBREAK | HAL DAVID/Paul Hampton | Publishing |
| Lonely | GENE ALLAN/Aliaune Thiam/BOBBY VINTON | Publishing |

SCHEDULE 8

Commercial Tort Claims

ABKCO Music, Inc. et al. v. Roblox Corp., Case No. 2:21-cv-04705 (C.D. Cal.). The Borrower is one of a group of music publishing plaintiffs seeking damages in excess of \$200 million dollars in the foregoing action against defendant Roblox Corp., claiming widespread copyright infringement by the defendant across its online video game platform and game creation system.

Form of Assumption Agreement

THIS ASSUMPTION AGREEMENT, dated as of [_____] (this “Assumption Agreement”), is made by [NAME OF NEW SUBSIDIARY], a [state of incorporation] [corporation] (the “Additional Grantor”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “Borrower”), RESERVOIR MEDIA, INC., a Delaware corporation (“Parent”), the lenders from time to time parties thereto and the Administrative Agent have entered into a Fourth Amended and Restated Credit Agreement, dated as of July 28, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Parent, the Borrower, and certain of Parent’s Subsidiaries have entered into the Second Amended and Restated Guaranty and Security Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guaranty and Security Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guaranty and Security Agreement.

NOW, THEREFORE, it is agreed:

SECTION 1. Guaranty and Security Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 10.14 of the Guaranty and Security Agreement, hereby becomes a party to the Guaranty and Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder and expressly grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all Collateral now owned or at any time hereafter acquired by such Additional Grantor to secure all of such Additional Grantor’s obligations and liabilities thereunder. The information set forth in Schedule A hereto is hereby added to the information set forth in Schedules 1 through 8 to the Guaranty and Security Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Article V of the Guaranty and Security Agreement is true and correct on and as of the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date. Each reference to “Loan Party”, “Guarantor” and “Grantor” in the Guaranty and Security Agreement shall be deemed to include the Additional Grantor.

SECTION 2. Counterparts. This Assumption Agreement may be executed by one or more parties to this Assumption Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Assumption Agreement shall become effective when a counterpart hereof executed on behalf of the Additional Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf

of the Administrative Agent. Delivery of an executed counterpart to this Assumption Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 3. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 10.2 of the Guaranty and Security Agreement.

SECTION 4. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____
Name:
Title:

SCHEDULE A

**Supplement to Schedules of
Guaranty and Security Agreement**

[Form of] Copyright Security Agreement

THIS COPYRIGHT SECURITY AGREEMENT, dated as of [_____] (this “Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “Borrower”), RESERVOIR MEDIA, INC., a Delaware corporation (“Parent”), the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent have entered into a Fourth Amended and Restated Credit Agreement, dated as of July 28, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Amended and Restated Guaranty and Security Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Security Agreement and used herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest in Copyright Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following assets and properties now owned or at any time hereafter acquired by any Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest (all of the following items or types of property being herein collectively referred to as the “Copyright Collateral”):

(i) all of its Copyrights and all Copyright Licenses providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Authorization to Supplement. Grantors shall give the Administrative Agent notice on no less than a quarterly basis in writing of any additional United States copyright registrations or applications therefor after the date hereof. Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include (a) any future United States registered copyrights or applications therefor of Grantors and (b) any future United States unregistered copyrights therefor that become known to the Administrative Agent. 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 Copyright Collateral, whether or not listed on Schedule I.

SECTION 5. Counterparts. This Security Agreement may be executed by one or more parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____
Name:
Title:

SCHEDULE I

Copyrights

I. REGISTERED COPYRIGHTS

[Include registration number and date]

II. COPYRIGHT APPLICATIONS

[Include application number and date]

[Form of] Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of [_____] (this “Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively the “Grantors”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “Borrower”), RESERVOIR MEDIA, INC., a Delaware corporation (“Parent”), the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent have entered into a Fourth Amended and Restated Credit Agreement, dated as of July 28, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Amended and Restated Guaranty and Security Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Security Agreement and used herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Patent Collateral”):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. 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 Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Administrative Agent within such time limit set forth in the Guaranty and Security Agreement 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 4, Grantors hereby authorize the Administrative Agent unilaterally to modify this Security Agreement by amending Schedule I to include any new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this 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.

SECTION 5. Counterparts. This Security Agreement may be executed by one or more parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____
Name:
Title:

SCHEDULE I

Patents

I. REGISTERED PATENTS

[Include registration number and date]

II. PATENT APPLICATIONS

[Include application number and date]

[Form of]Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of [_____] (this “Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively the “Grantors”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “Borrower”), RESERVOIR MEDIA, INC., a Delaware corporation (“Parent”), the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent have entered into a Fourth Amended and Restated Credit Agreement, dated as of July 28, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Amended and Restated Guaranty and Security Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Security Agreement and used herein shall have the meanings assigned to such terms in the Guaranty and Security Agreement. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. 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 Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Administrative Agent within such time limit set forth in the Guaranty and Security Agreement 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 4, Grantors hereby authorize the Administrative Agent unilaterally to modify this Security 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 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.

SECTION 5. Counterparts. This Security Agreement may be executed by one or more parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

[NAME OF GRANTOR]

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____
Name:
Title:

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

[Include registration number and date]

II. TRADEMARK APPLICATIONS

[Include application number and date]

[Form of] Supplement

THIS SUPPLEMENT TO SECOND AMENDED AND RESTATED GUARANTY AND SECURITY AGREEMENT, dated as of [] (this “**Supplement**”), is made by [NAME OF GRANTOR], a [state of incorporation] [corporation] (the “**Grantor**”), in favor of TRUIST BANK (as successor by merger to SunTrust Bank), as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the “**Borrower**”), RESERVOIR MEDIA, INC., a Delaware corporation (“**Parent**”), the lenders from time to time parties thereto and the Administrative Agent have entered into a Fourth Amended and Restated Credit Agreement, dated as of July 28, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, Parent, the Borrower and certain of Parent’s Subsidiaries have entered into the Second Amended and Restated Guaranty and Security Agreement, dated as of July 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, it is a condition precedent to the continued extension of the Loans under the Credit Agreement that the Grantor grant to the Administrative Agent a security interest in all of its Additional Pledged Collateral (as defined below), and the Grantor wishes to fulfill said condition precedent.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Additional Pledge. As security for the payment and performance of the Secured Obligations, the Grantor hereby:

(a) pledges, hypothecates, assigns, charges, mortgages, delivers, sets over, conveys and transfers to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to:

(i) the shares of Capital Stock and Stock Equivalents more particularly described in Schedule I hereto and the certificates, if any, evidencing such shares (the “**Additional Pledged Securities**”) and all cash, instruments and other property from time to time received, receivable or otherwise distributed in exchange for any and all of such Additional Pledged Securities; and

(ii) all other Collateral (as defined in the Guaranty and Security Agreement) relating to the Additional Pledged Securities (together with the items described in clause (i) above, the “**Additional Pledged Collateral**”); and

(b) delivers to the Administrative Agent, for the benefit of the Secured Parties, all of the Grantor’s right, title and interest in and to the certificates and instruments, if any, evidencing the

Additional Pledged Collateral, accompanied by instruments of transfer or assignment, duly executed in blank.

SECTION 2. Representations and Warranties. The Grantor hereby (a) represents and warrants that it is the legal and beneficial owner of the Additional Pledged Collateral, free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by the Guaranty and Security Agreement as supplemented by this Supplement; and (b) restates each representation and warranty set forth in Article 5 of the Guaranty and Security Agreement, as supplemented by this Supplement, as of the date hereof with respect to the Additional Pledged Collateral.

SECTION 3. Additional Pledged Collateral. By execution and delivery of this Supplement, the Additional Pledged Collateral shall become a part of the Collateral referred to in the Guaranty and Security Agreement and shall secure the Secured Obligations as if such Additional Pledged Collateral were Collateral on the Closing Date, and shall be subject to all of the terms and conditions governing Collateral under the Guaranty and Security Agreement. From and after the date hereof, Schedule 2 to the Guaranty and Security Agreement is hereby amended to add the Additional Pledged Collateral.

SECTION 4. Binding Effect. This Supplement shall become effective when it shall have been executed by the Grantor and thereafter shall be binding upon the Grantor and shall inure to the benefit of the Administrative Agent and the Secured Parties. Upon the effectiveness of this Supplement, this Supplement shall be deemed to be a part of and shall be subject to all of the terms and conditions of the Guaranty and Security Agreement. The Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders.

SECTION 5. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK.

SECTION 6. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first above written.

[NAME OF GRANTOR]

By: _____

Name:

Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____

Name:

Title: