



**Registration of a Charge**

Company name: **HIPGNOSIS SFH I LIMITED**

Company number: **10809693**



X9KEVCDE

Received for Electronic Filing: **22/12/2020**

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**Details of Charge**

Date of creation: **23/11/2020**

Charge code: **1080 9693 0009**

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

Brief description: **1. GRANTOR: HIPGNOSIS SFH I LIMITED; COUNTRY: US; COPYRIGHT: STORY OF MY LIFE; WRITER: JOHN HENRY RYAN / LOUIS WILLIAM TOMLINSON / NIALl JAMES HORAN / ZARIN JAVADD MALIK / LIAM JAMES PAYNE / HARRY EDWARD STYLES / JULIAN C. BUNETTA / JAMIE SCOTT BAYLIN P/K/A CHRISTOPHER NEEDLE. 2. GRANTOR: HIPGNOSIS SFH I LIMITED; COUNTRY: US; COPYRIGHT: DRAG ME DOWN; WRITER: JOHN HENRY RYAN / JULIAN C. BUNETTA / JAMES CHRISTOPHER NEEDLE A/K/A JAMIE SCOTT BAYLIN. 3. GRANTOR: HIPGNOSIS SFH I LIMITED; COUNTRY: US; COPYRIGHT: HISTORY; WRITER: JOHNY HENRY RYAN / EDWARD JAMES DREWETT / WAYNE HECTOR ANTHONY A/K/A WAYNE ANTHONY HECTOR / JULIAN C. BUNETTA. PLEASE REFER TO SCHEDULE I (COPYRIGHT REGISTRATIONS) OF THE COPYRIGHT SECURITY AGREEMENT FOR THE FULL LIST OF INTELLECTUAL PROPERTY SUBJECT TO THIS FIXED CHARGE OR SECURITY.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

## 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: 10809693

Charge code: 1080 9693 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2020 and created by HIPGNOSIS SFH I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2020 .

Given at Companies House, Cardiff on 23rd December 2020

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this “*Copyright Security Agreement*”) dated as of November 23, 2020 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its permitted successors and assigns, the “*Administrative Agent*”) for the Secured Parties.

### W I T N E S S E T H:

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

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of April 2, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

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

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

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

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

- (a) all of such Grantor’s Copyrights including those referred to on Schedule I hereto;
- (b) all extensions or renewals of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright.

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

HIPGNOSIS SFH I LIMITED

By: 


Name: ANDREW SUTCH

Title: Director

ACKNOWLEDGED AND AGREED:

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

By:

  
Name: Peter Christensen  
Title: Executive Director

SCHEDULE I

to

COPYRIGHT SECURITY AGREEMENT

[See Attached]



SCHEDULE I

To

COPYRIGHT SECURITY AGREEMENT

**Copyright Registrations**

Grantor	Country	Song Title	Copyright Registration No(s).	Registration Date(s)	Writer(s)
Hipgnosis SFH 1 Limited	US	STORY OF MY LIFE	PA0001900050 PA0001913596	1-13-2014  5-15-2014	John Henry Ryan/Louis William Tomlinson/Niall James Horan/Zarin Javadd Malik/Liam James Payne/Harry Edward Styles/Julian C. Bunetta/Jamie Scott Baylin p/k/a Christopher Needle
Hipgnosis SFH 1 Limited	US	DRAG ME DOWN	PA0001995674 PA0002008247 PA0002065429	9-22-2015  2-24-2016  2-11-2017	John Henry Ryan/Julian C. Bunetta/James Christopher Needle a/k/a Jamie Scott Baylin

Grantor	Country	Song Title	Copyright Registration No(s).	Registration Date(s)	Writer(s)
Hipgnosis SFH 1 Limited	US	HISTORY	PA0002010004 Supplemented by PA0002202051 (3-29-2019)  PA0002008269  PA0002041546	1-19-2016  2-24-2016  8-22-2016	John Henry Ryan/ Wayne Anthony Hector a/k/a Hector Wayne Anthony/Julian C. Bunetta/Edward James Drewett/Louis William Tomlinson/Liam James Payne
Hipgnosis SFH 1 Limited	US	BEST SONG EVER	PA0001900053  PA0001913594	1-13-2014  5-15-2014	John Henry Ryan/Edward James Drewett/Wayne Hector Anthony a/k/a Wayne Anthony Hector/Julian C. Bunetta
Hipgnosis SFH 1 Limited	US	5 MORE HOURS	PA0001999509	11-19-2015	John Henry Ryan/Christopher Maurice Brown/Julian C. Bunetta/Erick Orrosquieta
Hipgnosis SFH 1 Limited	US	PERFECT	PA0002012067  PA0002009980  PA0002200737 (Supplement to PA0002009980 (1-19-2016)  PA0002010342	3-7-3016   1-19-2016  3-29-2019  2-24-2016	Julian C. Bunetta/John Henry Ryan/Louis William Tomlinson/Jacob Kasher Hindlin a/k/a Jacob Kash[er]/Maureen Anne McDonald/Jesse Samuel Shatkin/Harry Edward Styles

Grantor	Country	Song Title	Copyright Registration No(s).	Registration Date(s)	Writer(s)
Hipgnosis SFH 1 Limited	US	STEAL MY GIRL	PA0001947500 PA0001986766 PA0001979972 PA0001934191 PA0001958984	11-18-2014 1-26-2015 3-5-2015 3-10-2015 3-25-2015	John Henry Ryan/Julian C. Bunetta/Wayne Anthony Hector a/k/a Hector Wayne Anthony/Edward James Drewett /Luis [Louis] William Tomlinson/Liam James Payne
Hipgnosis SFH 1 Limited	US	YOU AND I	PA0001900770 PA0001913599	1-13-2014 5-15-2014	John Henry Ryan/Julian C. Bunetta/Jamie Scott a/k/a James Christopher Needle
Hipgnosis SFH 1 Limited	US	NIGHT CHANGES	PA0001986762 PA0001958983	1-26-2015 3-25-2015	John Henry Ryan/James Christopher Needle a/k/a Jamie Scott/Julian C. Bunetta/Louis William Tomlinson/Liam James Payne/Niall James Horan/Zain Javadd Malik/ Harry Edward Styles

#### Copyright Applications

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