



**Registration of a Charge**

Company Name: **3RD AUDIO LIMITED**

Company Number: **01532765**



Received for filing in Electronic Format on the: **25/09/2023**

XCCS0NE1

**Details of Charge**

Date of creation: **13/09/2023**

Charge code: **0153 2765 0008**

Persons entitled: **FIFTH THIRD BANK, NATIONAL ASSOCIATION (AS ADMINISTRATIVE AGENT FOR THE LENDERS (AS DEFINED IN THE INSTRUMENT)). AGENT FOR THE LENDERS (AS DEFINED IN THE INSTRUMENT)).**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN IDENTIFIED. FOR FULL DETAILS OF THE CHARGES AND FIXED SECURITY, PLEASE REFER TO THE INSTRUMENT.**

**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 S859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANTHONY MARCOU, SOLICITOR, DLA PIPER UK LLP, LONDON**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1532765

Charge code: 0153 2765 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2023 and created by 3RD AUDIO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2023 .

Given at Companies House, Cardiff on 27th September 2023

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



**Companies House**



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

I certify that, save for material redacted pursuant to s859G of the Companies Act 2006, this is a true, complete and correct copy of the original instrument.

**Execution Version**

Date: 25 September 2023

Signed: 

## COPYRIGHT SECURITY AGREEMENT

DLA Piper UK LLP

September 13, 2023

WHEREAS, the undersigned (each a "Grantor" and collectively, the "Grantors") now own or hold and/or may hereafter acquire or hold certain copyrights and rights under copyright in and to (a) Musical Compositions, (b) Sound Recordings, (c) Plays and (d) exclusive licenses in any registered copyrights, including, without limitation to the extent of the applicable Grantor's rights, title and interest therein, but in all cases excluding Excluded Assets, those listed on Schedule A hereto as such Schedule may be amended from time to time by the addition of registered copyrights subsequently arising or acquired (for the avoidance of doubt, the inclusion of any Media Asset on Schedule A hereto shall not indicate that such item constitutes a Material Media Asset, and the determination of what constitutes a Material Media Asset shall in all instances be made by reference to the applicable definitions in the Credit Agreement);

WHEREAS, pursuant to that certain Credit, Security, Pledge and Guaranty Agreement, dated as of September 13, 2023 (as it may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement") by and among Concord Ops Holdings LLC, a Delaware limited liability company, as borrower (the "Borrower"), each of the Guarantors party thereto from time to time, each of the financial institutions party thereto from time to time (the "Lenders"), and Fifth Third Bank, National Association, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank, the Lenders have agreed to make Loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantors organized in the United States have granted a first priority security interest to the Administrative Agent, for the benefit of the Secured Parties, in and to all personal property of such Grantors whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of such Grantors in, to and under any copyrights in any Media Asset and all proceeds thereof or income therefrom, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with, their guaranty of the Obligations, as the case may be, in each case subject only to Permitted Encumbrances;

WHEREAS, pursuant to the terms of that certain Debenture, dated September 13, 2023, (as it may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Debenture") by and between the UK Grantors from time to time party thereto, as Chargors and the Administrative Agent, the Grantors organized in England and Wales have granted fixed and floating charges to the Administrative Agent, for the benefit of the Administrative Agent for the Secured Parties, over all of their respective assets and undertaking, including, without limitation, all legal and/or equitable interests (including, without limitation, the benefit of all licenses in any part of the world) of each such Grantor in, or relating to copyrights (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets (which may now or in the future subsist) and all proceeds of sale thereof or income therefrom, but in all cases excluding Excluded Assets, as continuing security for the payment and discharge of the Obligations; and

WHEREAS, capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Credit Agreement or otherwise the Debenture.

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

(1) Each Grantor does hereby grant a first priority security interest to the Administrative Agent, for the benefit of the Secured Parties, in and to all such Grantor's right, title and interest in and to each and every Media Asset, all of the properties thereof, tangible and intangible, all intellectual property related thereto and all copyrights originating under the laws of the United States in such Media Asset and all other rights therein and thereto, of every kind and character, whether now in existence or hereafter to be made or produced, and whether or not in possession of such Grantor, but in all cases excluding Excluded Assets, to secure the due and punctual payment of the Obligations, or their obligations under and in connection with, their guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances.

(2) The foregoing grants shall include with respect to each and every item of Music Product, and without limiting the foregoing language, each and all of the following particular rights and properties of the Grantors (in each case to the extent of the applicable Grantor's right, title and interest in and to such rights and properties, including any such right title and interest hereafter created or acquired by such Grantor):

(i) all Musical Compositions and Master Recordings at every stage thereof;

(ii) the name or title of each item of Music Product and all rights of such Grantor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law;

(iii) all common law and statutory copyright and other rights in all Music Product and other musical and other properties (hereinafter collectively called "said musical properties") which form a part of, or are incorporated into, an item of Music Product (and the right to obtain copyrights and renewals of copyrights therein), all component parts of any item of Music Product consisting of said musical properties, all composition rights in and to the lyrics and music, all arrangements of said lyrics and music and said musical properties, together with all preliminary and final lyrics and music used and to be used in connection with such item of Music Product, all rights with respect to Sound Recordings included in any Music Product and all other musical material incorporated into such item of Music Product;

(iv) all rights for all media in such item of Music Product, including, each without limitation, all rights to record, re-record, orchestrate, re-orchestrate, rearrange, compile, produce, reproduce, synchronize, include in music videos or other audiovisual works such item of Music Product including without limitation all rights to receive royalties and all other amounts payable in connection with the use of such item of Music Product;

(v) all tangible personal property relating to such item of Music Product, including, without limitation, all Master Recordings, physical embodiments of Musical Compositions, Records and any and all other physical properties of every kind and nature relating to such item of Music Product whether in completed form or in some state of completion, and all masters,

duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on digital compact cassette tapes, analog cassettes, audio tapes, digital audio tapes, compact discs, videodiscs, minidiscs, vinyl records, CD-ROM, CD-I, CD Plus, SACD and DVD-Audio recordings, MP3, music video, DVD or other aural, audiovisual or electronic media or otherwise and all music sheets and promotional materials relating to such item of Music Product, any equipment on which any Music Product is stored electronically or otherwise and all inventories of Records and Music Product;

(vi) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Music Product including, without limitation, the following rights: all rights to produce reissues or rearrangements of such item of Music Product; all rights throughout the world to broadcast, transmit and/or reproduce by means of radio, television (including commercially sponsored, sustaining and subscription or "pay" radio or television) or by streaming audio or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Music Product or any remake or rearrangement of such item of Music Product; all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with such item of Music Product, the title or titles of such item of Music Product, the said musical or audiovisual properties and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Music Product, any remake or rearrangement thereof and/or said musical or audiovisual properties;

(vii) the right to sue in the name of such Grantor for past, present and future infringements of any of the rights in each item of Music Product, as set forth in this definition;

(viii) all insurance policies connected with such item of Music Product and all proceeds which may be derived therefrom;

(ix) all rights to distribute, sell, rent, license the broadcast of and otherwise exploit and turn to account such item of Music Product;

(x) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, broadcast, sale or other uses or dispositions of such item of Music Product or any part of such item of Music Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from a sale and leaseback or other sale, rental or licensing of such item of Music Product and/or any of the elements of such item of Music Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies or other investment property held in any Collection Account, any Controlled Accounts or the Cash Collateral Account;

(xi) all the dramatic, nondramatic, film, stage, television, radio and publishing rights in and to such item of Music Product (whether arising under copyright, contract or otherwise);

(xii) any and all contract rights and/or chattel paper which may arise in connection with such item of Music Product;

(xiii) all accounts and/or other rights to payment which such Grantor currently owns or which may arise in favor of such Grantor in the future, including, without limitation, any refund or rebate, all accounts and/or rights to payment due from Persons in connection with the distribution of such item of Music Product, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Music Product;

(xiv) any and all "general intangibles" (as that term is defined in the UCC) not elsewhere included in this definition, including, without limitation, any and all payment intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of such Grantor for services or other performances by any third parties, including recording artists, composers, lyricists, recording engineers, individual producers and/or any and all other performing or nonperforming artists in any way connected with such item of Music Product, any and all general intangible rights in favor of such Grantor relating to licenses of sound or other equipment, or licenses for any phonograph, phonographic or audiovisual products or other processes, and any and all general intangibles related to the distribution or exploitation of such item of Music Product including general intangibles related to or which grow out of the broadcast of such item of Music Product and the exploitation of any and all other rights in such item of Music Product set out in this definition;

(xv) any and all goods including, without limitation, "inventory" (as that term is defined in the UCC) which may arise in connection with the creation, production or delivery of such item of Music Product and which goods pursuant to any production or distribution agreement or otherwise are owned by such Grantor;

(xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, recording, production, completion of production, delivery, distribution, or other exploitation of such item of Music Product, including, without limitation, any and all rights in favor of such Grantor, the ownership or control of which are or may become necessary or desirable, in the opinion of the Administrative Agent, in order to complete recording or production of such item of Music Product in the event that the Administrative Agent exercises any rights it may have to take over and complete recording or production of such item of Music Product;

(xvii) any and all Collection Accounts, Controlled Accounts or other deposit or other accounts (including the Cash Collateral Account) established by such Grantor with respect to such item of Music Product;

(xviii) any and all rights of such Grantor under any Media Agreements; and

(xix) any and all rights of such Grantor under contracts relating to the production or acquisition of such item of Music Product, including but not limited to, all Media Agreements and other contracts to which such Grantor is a party.

All of the foregoing items or types of property, whether presently existing or hereafter arising or acquired, shall be referred to herein collectively as the "Music Product Collateral".

(3) The foregoing grants shall also include with respect to each and every Theatrical Right, and without limiting the foregoing language, each and all of the following particular rights and properties of the Grantors (in each case to the extent of the applicable Grantor's right, title and interest in and to such rights and properties, including any such right title and interest hereafter created or acquired by such Grantor):

(i) all Plays at every stage thereof;

(ii) the name or title of each Play and all rights of such Grantor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law;

(iii) all common law and statutory copyright and other rights in all Plays and other theatrical and other properties (hereinafter collectively called "said theatrical properties") which form a part of, or are incorporated into, any Play (and the right to obtain copyrights and renewals of copyrights therein), all component parts of any Play consisting of said theatrical properties, all written text rights in and to the Play and all other material incorporated into such Play;

(iv) all rights for all media in such Play, including, each without limitation, all rights to record, re-record, perform, publish, rearrange, compile, produce, reproduce, include on film or other audiovisual works such Play including without limitation all rights to receive royalties and all other amounts payable in connection with the use of such Play;

(v) all tangible personal property relating to such Play, including, without limitation, all physical embodiments of such Play and any and all other physical properties of every kind and nature relating to such Play whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on digital compact cassette tapes, analog cassettes, audio tapes, digital audio tapes, compact discs, videodiscs, minidiscs, vinyl records, CD-ROM, CD-I, CD Plus, SACD and DVD-Audio recordings, MP3, music video, DVD or other aural, audiovisual or electronic media or otherwise and all music sheets, dialogue and promotional materials relating to such Play, any equipment on which any Play is stored electronically or otherwise;

(vi) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such Play including, without limitation, the following rights: all rights to produce reissues or rearrangements of such Play; all rights throughout the world to broadcast, transmit and/or reproduce by means of radio, television (including commercially sponsored, sustaining and subscription or "pay" radio or television) or by streaming audio or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such Play or any remake or rearrangement of such Play; all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with such Play, the title or titles of such Play, the said musical, dialogue or audiovisual properties and including further, without limitation, any and all commercial exploitation in connection with or related to such Play, any remake or rearrangement thereof and/or said musical, dialogue or audiovisual properties;

(vii) the right to sue in the name of such Grantor for past, present and future infringements of any of the rights in each Play, as set forth in this definition;

(viii) all insurance policies connected with such Play and all proceeds which may be derived therefrom;

(ix) all rights to distribute, sell, rent, license the broadcast of and otherwise exploit and turn to account such Play;

(x) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, broadcast, sale or other uses or dispositions of such Play or any part of such Play, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from a sale and leaseback or other sale, rental or licensing of such Play and/or any of the elements of such Play including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies or other investment property held in any Collection Account, any Controlled Accounts or the Cash Collateral Account;

(xi) all the dramatic, nondramatic, film, stage, television, radio and publishing rights in and to such Play (whether arising under copyright, contract or otherwise);

(xii) any and all contract rights and/or chattel paper which may arise in connection with such Play;

(xiii) all accounts and/or other rights to payment which such Grantor currently owns or which may arise in favor of such Grantor in the future, including, without limitation, any refund or rebate, all accounts and/or rights to payment due from Persons in connection with the distribution of such Play, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such Play;

(xiv) any and all "general intangibles" (as that term is defined in the UCC) not elsewhere included in this definition, including, without limitation, any and all payment intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of such Grantor for services or other performances by any third parties, including recording artists, composers, lyricists, recording engineers, individual producers and/or any and all other performing or nonperforming artists in any way connected with such Play, any and all general intangible rights in favor of such Grantor relating to licenses of sound or other equipment, or licenses for any phonograph, phonographic or audiovisual products or other processes, and any and all general intangibles related to the distribution or exploitation of such Play including general intangibles related to or which grow out of the broadcast of such Play and the exploitation of any and all other rights in such Play set out in this definition;

(xv) any and all goods including, without limitation, "inventory" (as that term is defined in the UCC) which may arise in connection with the creation, production or delivery of such Play and which goods pursuant to any production or distribution agreement or otherwise are owned by such Grantor;



(xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, recording, production, completion of production, delivery, distribution, or other exploitation of such Play, including, without limitation, any and all rights in favor of such Grantor, the ownership or control of which are or may become necessary or desirable, in the opinion of the Administrative Agent, in order to complete production of such Play in the event that the Administrative Agent exercises any rights it may have to take over and complete recording or production of such Play;

(xvii) any and all Collection Accounts, Controlled Accounts or other deposit or other accounts (including the Cash Collateral Account) established by such Grantor with respect to such Play;

(xviii) any and all rights of such Grantor under any Media Agreements; and

(xix) any and all rights of such Grantor under contracts relating to the production or acquisition of such Play, including but not limited to, all Media Agreements and other contracts to which such Grantor is a party.

All of the foregoing items or types of property, whether presently existing or hereafter arising or acquired, shall be referred to herein collectively as the "Theatrical Rights Collateral" and together with the Music Product Collateral, the "Collateral".

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

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

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

**THIS COPYRIGHT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT**

**WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

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

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

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

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

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


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

[Signature Pages Follow]

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

GRANTORS:

**CONCORD OPS HOLDINGS LLC**

By:   
Name: Kent Hoskins  
Title: Authorized Person

CONCORD RM HOLDCO LLC  
CONCORD RECORDED MUSIC 1 LLC  
PULSE RECORDS, LLC  
KIDZ BOP ENTERPRISES LLC  
KIDZ BOP LIVE LLC  
CONCORD PUBLISHING, LLC  
BOOSEY & HAWKES HOLDINGS LLC  
B&H MUSIC PUBLISHING INC.  
PULSE 2.0, LLC  
CONCORD COMPOSITIONS 1 LLC  
CONCORD SPECIAL PURPOSE  
ACQUISITION COMPANY, LLC  
CONCORD SPECIAL PURPOSE  
ACQUISITION COMPANY 2.0, LLC  
RODGERS & HAMMERSTEIN HOLDINGS  
LLC  
CONCORD THEATRICALS CORP.  
SAMUEL FRENCH, INC.  
R & H PARTNER I LLC  
R & H PARTNER II LLC  
TAMS-WITMARK LLC

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Authorized Person

**CONCORD THEATRICALS LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

**SAMUEL FRENCH LIMITED**

By: 

Name: Kent Hoskins

Title: Director

**BOOSEY & HAWKES HOLDINGS LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**CLASSIC COPYRIGHT (HOLDINGS)  
LIMITED**

By:   
Name: Kent Hoskins  
Title: Director



**CLASSIC COPYRIGHT LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**BOOSEY & HAWKES LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**BOOSEY & HAWKES GROUP SERVICES  
LIMITED**

By: \_\_\_\_\_



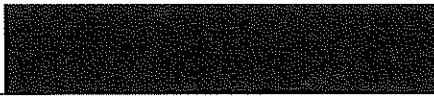
Name: Kent Hoskins

Title: Director

**BOOSEY & HAWKES MUSIC PUBLISHERS  
LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**ANGLO-SOVIET MUSIC PRESS LIMITED**

By: 

Name: Kent Hoskins

Title: Director

**ANTON J. BENJAMIN LIMITED**

By: 

Name: Kent Hoskins

Title: Director

**BOOSEY & HAWKES MULTIMEDIA  
LIMITED**

By: 

Name: Kent Hoskins

Title: Director

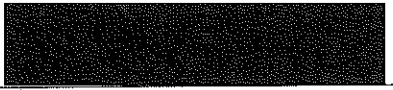
**3RD AUDIO LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins  
Title: Director

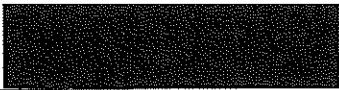


**BIG PICTURE MUSIC LTD.**

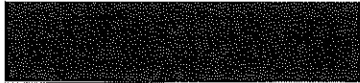
By: 

Name: Kent Hoskins  
Title: Director

**BOOSEY & CO., LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**BOOSEYTONES LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**BRITISH STANDARD MUSIC COMPANY  
LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins  
Title: Director

**HAWKES & SON (LONDON) LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

**HENDON MUSIC LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

**SCHAUER & MAY LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

**BOOSEY & HAWKES KJM LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director



**BOOSEY & HAWKES Z LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

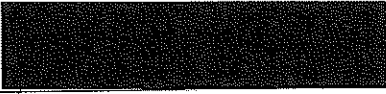
**CONCORD CREATIVE SERVICES LTD**

By: 

Name: Kent Hoskins

Title: Director

**LAFLEUR MUSIC LTD**

By: 

Name: Kent Hoskins

Title: Director

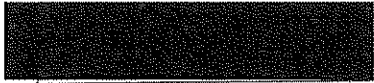
**LIME GREEN MUSIC LTD**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

**MELON YELLOW MUSIC LIMITED**

By:   
Name: Kent Hoskins  
Title: Director

**UNITED NATIONS MUSIC PUBLISHING  
LIMITED**

By: 

Name: Kent Hoskins

Title: Director

**WINTHROP ROGERS, LIMITED**

By: \_\_\_\_\_

Name: Kent Hoskins

Title: Director

ACCEPTED:

Fifth Third Bank, National Association,  
as Administrative Agent

By: 

Name: Andrew Hensley  
Title: Managing Director



**Schedule A**

**Material Media Assets**

**i. Master Recordings**

Credit Party	Track Title	Album Title	Nature of Interest	U.S. Copyright Registration or Application Number	Registration or Application Date
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids -- KIDZ BOP 2022	Owned	SR1-12962010241 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids -- Kidz Bop 2020 Singles	Owned	SR1-12962124553 [Application]	9/6/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids -- KIDZ BOP Ultimate Playlist	Owned	SR1-12962124097 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids -- KIDZ BOP Super POP!	Owned	SR1-12962124168 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids -- KIDZ BOP Greatest Hits!	Owned	SR0000805988	06/28/2017
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids - KIDZ BOP Singles 2019	Owned	SR1-12962934080 [Application]	09/6/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids - Kidz Bop Halloween 2022	Owned	SR 1-12969013595 [Application]	09/8/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids - KIDZ BOP 2021 [US]	Owned	SR1-12962124553 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids - KIDZ BOP 2022 Brand + Video	Owned	SR 1-12962124627 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--	KIDZ BOP Kids - KIDZ BOP 39	Owned	SR 1-12962124627 [Application]	09/6/2023

Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 201 [DE]	Owned	SR1-12969115096 [Application]	09/8/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 37	Owned	SR0000831612 (standard) SR0000831607 (Albertsons Exclusive) SR0000831610 (WalMart Exclusive)	08/10/2018 08/10/2018 08/10/2018
Kidz Bop Enterprises LLC	--		Kidz Bop Kids - UK Singles 2020	Owned	SR1-12962124553 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 201 [UK]	Owned	SR1-12962124553 [Application]	09/6/2023
Kidz Bop Enterprises LLC	--		Lullapop Lullabies - Lullapop Lullabies	Owned	SR0000831614	08/10/2018
Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - The Best Of The Laurie Berkner Band	Owned	SR1-10708611521 [Application]	03/30/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP 32	Owned	SR0000805977	06/28/2017
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP All-Time Greatest Hits	Owned	SR0000395365 [Application]	08/01/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 36	Owned	SR0000831090 (standard) SR0000831609 (WalMart Exclusive)	08/10/2018 08/10/2018
Kidz Bop Enterprises LLC	--		Kidz Bop Kids - Kidz Bop Live 2022	Owned	SR12962010241 [Application]	9/6/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KB2021 Brand + Video	Owned	SR0000805977	06/28/2017
Kidz Bop Enterprises LLC	--		Kidz Bop Kids - KIDZ BOP 40	Owned	SR0000395365 [Application]	08/01/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 38	Owned	SR0000831090 (standard)	08/10/2018

						SR0000831609 (WalMart Exclusive)	08/10/2018
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - Kidz Bop en Espanol [2020]	Owned	SR 1-12969013401 [Application]	09/08/2023
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP 29	Owned	SR1-3713564014 [Application]	06/21/2016
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP Australia 4	Owned	SR1-12962124553 [Application]	09/6/2023
Kidz Bop Enterprises LLC	--			The Laurie Berkner Band - Laurie Berkner's Favorite Classic Kids' Songs	Owned	SR1-10708611521 [Application]	3/30/2023
Kidz Bop Enterprises LLC	--			The Laurie Berkner Band - Whaddaya Think Of That?	Owned	SR0000214575	09/21/2000
Kidz Bop Enterprises LLC	--			The Laurie Berkner Band - Love	Owned	SR0000831088	08/10/2018
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - Kidz Bop 26	Owned	SR0000751640	09/8/2017
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP 34	Owned	SR0000805821	06/27/2017
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP 30	Owned	SR1-3702679033 [Application]	06/20/2016
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP Christmas Wish List	Owned	SR1-1863495651 [Application]	06/15/2017
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP 33	Owned	SR0000806625	06/30/2017
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - KIDZ BOP 35	Owned	SR0001305890	06/30/2017
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - Kidz Bop 17	Owned	SR0000647418	01/28/2010
Kidz Bop Enterprises LLC	--			KIDZ BOP Kids - Kidz Bop 19	Owned	SR0000670570	01/18/2011

Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - Kidz Bop 27	Owned	SR1-12963119603 [Application]	9/7/2023
Kidz Bop Enterprises LLC	--		Various Artists - Another Cinderella Story (Original Motion Picture Soundtrack)	Owned	SR0000647125	08/29/2008
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - Kidz Bop Party Playlist	Owned	SR1-12962934080 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - Kidz Bop Christmas 2022	Owned	SR1-12963119203 [Application]	09/7/2023
Kidz Bop Enterprises LLC	--		Cooltime Kids - 52 Sing-A-Long Silly Songs	Owned	SR0000694462	02/17/2012
Kidz Bop Enterprises LLC	--		Kidz Bop Halloween Hits!	Owned	SR0000709010	09/17/2012
Kidz Bop Enterprises LLC	--		Alvin And The Chipmunks (Original Motion Picture Soundtrack)	Licensed	SR0000637635	04/9/2008
Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - Laurie Berkner Lullabies	Owned	SR0000751752	04/28/2014
Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - Laurie Berkner's Animal Songs	Owned	SR0000255068	06/22/1997
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - Kidz Bop 22	Owned	SR0000706923	07/17/2012
Kidz Bop Enterprises LLC	--		Kidz Bop Party Hits	Owned	SR0000727100	07/3/2013
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 31	Owned	SR0000805823	06/28/2017
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP Christmas (2018)	Owned	SR0000805827	06/28/2017

Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - Under A Shady Tree	Owned	SR0000309230	11/21/2002
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP 28	Owned	SR0000768616	06/11/2015
Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - Whaddaya Think Of That (25th Anniversary)	Owned	SR0000214575	09/21/2000
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - Kidz Bop 24	Owned	SR0000728252	07/16/2013
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - KIDZ BOP Christmas (2016)	Owned	SR0000805827	06/28/2017
Kidz Bop Enterprises LLC	--		Imagination Movers - Rock-O-Matic	Licensed	SR0000703400	04/9/2012
Kidz Bop Enterprises LLC	--		Cooltime Kids - Patriotic Kids	Owned	SR0000805824	06/28/2017
Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - Superhero	Owned	SRu000372022	04/7/1997
Kidz Bop Enterprises LLC	--		KIDZ BOP Kids - Kidz Bop 25	Owned	SR0000745657	02/26/2014
Kidz Bop Enterprises LLC	--		The Laurie Berkner Band - Victor Vito	Owned	SR0000214766	09/21/2000
Kidz Bop Enterprises LLC	--		Kidz Bop	Owned	SR0000314566	10/22/2002

## ii. Musical Compositions

Credit Party	Composition Title	Nature of Interest	U.S. Copyright or Application Registration Number	Registration or Application Date
Pulse 2.0, LLC	AS IT WAS	Co-Owned	1-12864991409 [Application]	8/9/2023
Pulse 2.0, LLC	ITS MY TURN	Co-Owned	Pending	Pending
Pulse 2.0, LLC	GIRLS LIKE YOU (FEAT. CARDI B)	Co-Owned	PA0002138734	07/26/2018
Pulse 2.0, LLC	GIRLS WANT GIRLS	Co-Owned	PA0002328061	12/17/2021
Pulse 2.0, LLC	FOR THE WHOLE TEAM	Co-Owned	1-12913254312 [Application]	9/8/2023
Pulse 2.0, LLC	GIRLS LIKE YOU	Co-Owned	PA0002184141	05/06/2019
Pulse 2.0, LLC	STAY	Co-Owned	PA0002345926	04/05/2022
Pulse 2.0, LLC	WATERMELON SUGAR	Co-Owned	PA0002265071	09/28/2020
Pulse 2.0, LLC	TELEPATIA	Co-Owned	PA0002291776	03/22/2021
Pulse 2.0, LLC	TOOSIE SLIDE	Co-Owned	PA0002251097	06/22/2020
Pulse 2.0, LLC	ROAR	Co-Owned	PA0001860200	08/13/2013
Pulse 2.0, LLC	ADORE YOU	Co-Owned	PA0002265129	09/28/2020
Pulse 2.0, LLC	ELECTRIC LOVE	Co-Owned	PA0001991514	05/31/2016
Hawkes & Son (London) Ltd.	THE RITE OF SPRING	Owned	N/A	N/A
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	PETER GRIMES, OP.33	Owned	EF 97789	N/A
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	ROMEO AND JULIET, OP.64	Owned	EP 99144	N/A
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	PICTURES AT AN EXHIBITION	Owned	N/A	N/A
B&H Music Publishing Inc.	PETRUSHKA (REVISED VERSION:1947)	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	CONCERTO FOR ORCHESTRA, SZ116	Owned	EFOR 1281, RE0000549633	N/A
B&H Music Publishing, Inc.	HOE DOWN	Owned	PA0000282154	03/10/1986
B&H Music Publishing, Inc.	APPALACHIAN SPRING [CPLT BALLET/13 INS]	Owned	EU0000531078 RE0000295252	06/30/1958 03/06/1986

BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	RHAPSODY ON A THEME OF PAGANINI, OP.43	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	CLASSICAL SYMPHONY IN D, OP.25	Owned	N/A	N/A
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	SYMPHONIC DANCES, OP.45	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	PULCINELLA SUITE	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	THE YOUNG PERSON'S GUIDE TO THE ORCHESTRA, OP.34	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	FOUR SEA INTERLUDES, OP.33A	Owned	EF 97789	N/A
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	CINDERELLA, OP.87	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	VIOLIN CONCERTO NO 2 IN G MINOR, OP.63	Owned	N/A	N/A
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	WAR REQUIEM, OP.66	Owned	N/A	N/A
Hawkes & Son (London) Ltd.	PIANO CONCERTO NO 3 IN C, OP.26	Owned	N/A	N/A
B&H Music Publishing Inc.	VUELIE	Owned	PA0000221797	05/20/2016

iii. Plays

Credit Party	Title	Nature of Interest	U.S. Copyright or Application Registration Number	Registration or Application Date
Rodgers & Hammerstein Holdings LLC	The Sound of Music	Partially Owned and Partially Administered	DP0000004087 EP0000004087 RE0000398352 RE0000404991	05/26/1960 05/26/1960 10/03/1988 01/13/1988
Rodgers & Hammerstein Holdings LLC	Rodgers & Hammerstein's Cinderella	Owned	PA0000245595	02/15/1985
Tams-Witmark LLC	A Chorus Line	Partially Owned; Remainder Administered	DU97136	1975
Rodgers & Hammerstein Holdings LLC	Okla!homa!	Owned	DP 89210 R 507172	05/22/1944 06/22/1971
Rodgers & Hammerstein Holdings LLC	South Pacific	Owned	DU 19879 R 632092 DP 22279 R 644484 R 644885	05/02/1949 05/03/1949 10/18/1949 10/18/1976 10/18/1976
Rodgers & Hammerstein Holdings LLC	Carousel	Owned	DU 92437 R: 523887	02/25/1945 02/28/1972
Rodgers & Hammerstein Holdings LLC	Once Upon a Mattress	Partially Owned; Remainder Administered	PAU002265737	02/20/1998
Tams-Witmark LLC	Anything Goes	Partially Owned; Remainder Administered	D: 32807 R: 287206 DP: 46662 R: 327901 DU: 106772	12/6/1934 12/21/1961 08/24/1936 12/12/1963 12/30/1977
Rodgers & Hammerstein Holdings LLC	A Grand Night for Singing	Owned	PAU002265737	2/20/1998
Rodgers & Hammerstein Holdings LLC	Flower Drum Song	Owned	PA0001126018 PA0001201096 PAU002652709	01/17/2003 05/12/2003
Rodgers & Hammerstein Holdings LLC	State Fair	Owned	PAU002284431	07/12/2002 08/29/1997