



Registration of a Charge

Company name: **DCMUK GSS LIMITED**

Company number: **04998819**

Received for Electronic Filing: **08/07/2020**



X98TI5W0

Details of Charge

Date of creation: **24/06/2020**

Charge code: **0499 8819 0003**

Persons entitled: **TRUIST BANK (AS SUCCESSOR IN INTEREST TO SUNTRUST BANK) (AS ADMINISTRATIVE AGENT)**

Brief description: **1.SONG TITLE: "1975" – WRITER(S): GEORGE DANIEL, MATTHEW HEALY, ROSS MACDONALD, ADAM HANN. 2.SONG TITLE: "THE BALLAD OF ME AND MY BRAIN" – WRITER(S): GEORGE DANIEL, MATTHEW HEALY, ROSS MACDONALD, ADAM HANN. 3. SONG TITLE: "SHE'S AMERICAN" – WRITER(S): GEORGE DANIEL, MATTHEW HEALY, ROSS MACDONALD, ADAM HANN. PLEASE SEE SCHEDULE 1 (MATERIAL COPYRIGHTS (US REGISTRATIONS)) FOR FULL LIST OF IP.**

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: 4998819

Charge code: 0499 8819 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2020 and created by DCMUK GSS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2020 .

Given at Companies House, Cardiff on 9th July 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, dated as of June 24, 2020 (this “**Security Agreement**”), is made by the Person listed on the signature pages hereof (the “**Grantor**”), in favor of **TRUIST BANK** (as successor-in-interest 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, DOWNTOWN COPYRIGHT MANAGEMENT (IOM) LIMITED, a company limited by shares with number 014022V and having its registered office at Fort Anne, Douglas, Isle of Man, IM1 5PD (“**SPV(IOM)**”), **DOWNTOWN COPYRIGHT MANAGEMENT LLC**, a Delaware limited liability company (“**SPV(U.S.)**”) and **DOWNTOWN COPYRIGHT MANAGEMENT UK LIMITED**, a private limited company registered in England and Wales (“**SPV(UK)**”, and together with SPV(IOM) and SPV(U.S.), each a “**Borrower**” and collectively the “**Borrowers**”), the lenders from time to time parties thereto (the “**Lenders**”), and the Administrative Agent have entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of August 10, 2018 (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 Grantor has entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of August 10, 2018 (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 the 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, the 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 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest in Copyright Collateral. The 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest in all of the following items or types of property (being herein collectively referred to as the “**Copyright Collateral**”):

ACTIVE 50999655v2

ACTIVE 50999655v3

(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 Schedules 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. The Grantor 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. The Grantor hereby authorizes 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 the Grantor 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.

[Signature Pages Follow]

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.

DCMUK GSS LIMITED

EXECUTED and delivered as a deed by)

Alan Goodstead Director, duly authorised)

for and on behalf of DCMUK GSS)

LIMITED in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted Signature]

[Redacted Signature]

Amanda Goodstead

[Redacted Address]

lawyer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK



By: _____

Name: Brett Ross

Title: Director

SCHEDULE I

MATERIAL COPYRIGHTS (U.S. REGISTRATIONS)

<u>Composition</u>	<u>Writer(s)</u>	<u>Copyright No</u>	<u>Copyright Date</u>
The 1975.	Ross Stewart Macdonald; Adam Brian Thomas Hann; George Bedford Daniel; Matthew Timothy Healy	PA0002165637	2019-02-08
		PA0002036401	2016-05-02
The 1975. The City. Money. Chocolate. Sex. Talk! An Encounter. Heart Out. Settle Down. Robbers. Girls. 12. She Way Out. Menswear. Pressure. Is There Somebody Who Can Watch You.		PA0001899621	2014-03-10
The Ballad Of Me And My Brain.	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015532	2016-05-02
She's American	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015516	2016-05-02
Be My Mistake.	Matthew Healy; George Daniel; Ross MacDonald; Adam Hann	PA0002165667	2019-02-08
A Change Of Heart.	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015515	2016-05-02
Give Yourself A Try.	Matthew Healy; George Daniel; Ross MacDonald; Adam Hann	PA0002165645	2019-02-08
How to Draw.	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015603	2016-05-02

SCHEDULE I TO COPYRIGHT SECURITY AGREEMENT

<u>Composition</u>	<u>Writer(s)</u>	<u>Copyright No</u>	<u>Copyright Date</u>
I Always Wanna Die (Sometimes)	Matthew Healy; George Daniel; Ross MacDonald; Adam Hann	PA0002165693	2019-02-08
If I Believe You.	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015523	2016-05-02
It's Not Living (If It's Not With You)	Matthew Healy; George Daniel; Ross MacDonald; Adam Hann	PA0002165686	2019-02-08
		Deriv.: Pa0002164235	2019-02-05
Love It If We Made It.	Matthew Healy; George Daniel; Ross MacDonald; Adam Hann	PA0002165666	2019-02-08
		Deriv: PA0002151370	2018-12-13
Love Me.	Adam Hann; Ross MacDonald; George Daniel; Matthew Healy	PA0002053202	2016-02-18
Loving Someone.	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015534	2016-05-02
Sincerity Is Scary. The Sincerity Is Scary	Matthew Healy; George Daniel; Ross MacDonald; Adam Hann	PA0002165669	2019-02-08
		Deriv.: PA0002164359	2019-02-05
Somebody Else.	George Daniel; Adam Hann; Matthew Healy; Ross MacDonald	PA0002015511	2016-05-02
TOOTIMETOOTIME TOOTIME.	Matthew Healy; George Daniel; Guendoline Rome Viary Gomez	PA0002165659	2019-02-08
		Deriv.: PA0002146816	2018-11-14
The Sound	Adam Hann; Ross MacDonald; Matthew Healy; George Daniel	PA0002231911	2016-02-18
Ugh!	Adam Hann; Ross MacDonald; Matthew Healy; George Daniel	PA0002231912	2016-02-18

MATERIAL COPYRIGHTS (U.S. APPLICATIONS)

None.

SCHEDULE I TO COPYRIGHT SECURITY AGREEMENT