

BEFORE THE COPYRIGHT OFFICE
LIBRARY OF CONGRESS

JOINT COMMENTS OF
GEAR PUBLISHING COMPANY
and LISA THOMAS MUSIC SERVICES, LLC

Ms. Jacqueline C. Charlesworth
General Counsel and Associate Register Of Copyrights
Copyright Office, Library of Congress

Re: Comments In Response To Notice Of Inquiry
Docket No. 2014-03

Dear Ms. Charlesworth,

Thank you for the opportunity to submit comments and thoughts with respect to the Copyright Office's study to evaluate the effectiveness of existing methods of licensing music within the context of the current evaluation by Congress of potential revisions to the Copyright Act, 17 U.S.C. 101 et seq. We view this as a tremendous opportunity to again open a dialog between the various stakeholders in our industry and the government. It is a critical dialog if our individual businesses are to survive and to thrive.

Independent music publishers share many of the same concerns and opinions with respect to the current system of music licensing. For that reason, Gear Publishing Company ("Gear") and Lisa Thomas Music Services, LLC, ("LTMS") are submitting a joint commentary.

ABOUT LISA THOMAS MUSIC SERVICES, LLC

A music publishing administrator for over 25 years, Lisa Thomas has represented and licensed the music publishing catalogs of such notable songwriter/artists as Don Henley, Glenn Frey, Janet Jackson, Randy Newman, Steely Dan, Ray Parker, Jr., Mary Chapin Carpenter, Chicago, Heart, the Estate of Jim Croce, among many others.

ABOUT GEAR PUBLISHING COMPANY

Gear Publishing Company is a privately held company established in 1965. Gear has been recording artist Bob Seger's exclusive publisher for 49 years. Mr. Seger is an accomplished international recording artist and composer who has achieved remarkable success and longevity in his career. He is a

2012 inductee in the Songwriter's Hall of Fame, 2004 Inductee in the Rock And Roll Hall of Fame, and his Greatest Hits album was recognized by SoundScan as the #1 Catalog Album of the Decade (2000-2010).

INTRODUCTION TO COMMENTS

When a legendary recording artist like Aerosmith announces that it will no longer record and release a new album because the financial return will not cover the cost of making a new album, it is indicative of a deep problem in the music industry. The warning signs that we are going in the wrong direction are plain to see.

The "day the music died" is not only coming, it is upon us.

We have witnessed the evolution of the dissemination of music from piano rolls to recorded physical configurations, from permanent digital downloads to a system of consumer accessibility that consists largely of streaming over the Internet and other digital platforms.

The technological innovations of the past 14 years have brought music to more people than ever before. However, these innovations have also brought financial devastation to the songwriters, copyright owners and performers of music because we are forced to operate within an antiquated system of music licensing that has outlived its effectiveness and usefulness. Compulsory licenses, consent decrees, compensation rates set by courts and governmental interference in private business has negatively impacted the music industry. In fact, music copyright catalogs have seen a steady decline in sales and related earnings of about 10% per year or more, even for the most revered and evergreen catalogs.

There is no doubt that changes to the Copyright Act must be made. But rather than creating more governmental regulations with regard to music licensing, we believe the government should step aside from music licensing and instead devote more of its time and resources to help combat piracy and theft.

Music rights licensing should operate in a free market in which a willing seller negotiates with a willing buyer for the rights for a specific song or an overall catalog based on the market value for that copyright or catalog of copyrights, in the same way that synchronization and grand rights uses are negotiated in the United States. A free market will allow for economic equilibrium, lower barriers for entry that will encourage more innovation, a spontaneous order that allows for individual choice, and, ultimately, the ability for all stakeholders to flourish.

Songwriters and artists must be fairly and adequately compensated by the companies that use music as the backbone of their business models. Revenues derived from the performance and sale of music must be fairly divided between creators and distributors of the musical works and sound recordings.

Because LTMS and Gear each represent recording artists that are songwriters, we support the right of performers to receive separate performance royalties on terrestrial radio as well as the rights of artists to receive copyright protection, compensation and termination rights on pre-1972 sound recordings. We also support the elimination of the consent decrees for ASCAP and BMI. We are, however, limiting our joint comments to Section 115 music licensing, as we believe these particular groups will make effective arguments in their own commentaries that need not be repeated herein. Our comments are born from our combined decades of experience in musical works licensing.

Therefore, LTMS and Gear jointly submit the following comments in support of the basic premise that the interests of creators and achieving a just result for songwriters and artists must be at the forefront of our minds as we contemplate potential changes to the Copyright Act.

COMMENTS

1. Please assess the current need for and effectiveness of the Section 115 statutory license for the reproduction and distribution of musical works.

In today's marketplace, there is no need for the Section 115 statutory license.

Fundamental Purpose – Public Access. In our view, the fundamental reason to have a Section 115 statutory license is to ensure that the public has the accessibility to perform and record music they love and have the opportunity to profit from those performances and recordings (with fair payments to copyright owners for such use). We are not aware of an attempt by any musical work copyright owner to prevent the public from performing or reproducing any musical work or of any attempt by a musical work copyright owner to price these basic rights out of reach of performing and recording artists. There is no reason to believe that copyright owners of musical works would prevent the use of their works in the marketplace without a statutory license. On the contrary, songwriters work very hard to make their compositions heard and enjoyed by the public. And publishers are tasked with the responsibility to promote the musical works which includes encouraging members of the public to perform and record musical works.

Ease of Access to Direct License by the Public. The tools available for individuals to seek out and obtain a license direct from a publisher or administrator are more readily available and easier to access today than ever before. A single individual working out of a home studio can record a classic popular musical work, search the Internet to locate the publisher(s) of the work, obtain a mechanical license

either via an online portal or by contacting the publisher/administrator by phone, email or “snail” mail and, once licensed, upload that work to a number of digital distribution outlets and achieve worldwide distribution without leaving the house. Even before access to the Internet, when there were fewer, less convenient ways to locate copyright owners and administrators, the vast majority of Section 115 licenses were issued directly from publishers.

No Need to Reduce Exclusive Rights of Musical Work Copyright Owners Via Statutory License.

The rights of the musical work copyright owner under the Act are the exclusive right to reproduce the copyrighted work in copies or phonorecords; the exclusive right to prepare derivative works based upon the copyrighted work; the exclusive right to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease or lending; the exclusive right to perform the copyrighted work publicly; and the exclusive right to display the copyrighted work publicly. The Section 115 statutory license as it exists today eliminates the right of exclusivity as to a majority of rights provided under the Act and transfers those rights to an unlimited number of third parties. This is an obvious conflict within the law.

Compensation For Musical Work Copyrights Should be Determined in a Free Market, Not By Rate Courts or Backroom Settlements. Compulsory license rates have critically harmed musical work copyright owners by stripping them of their power of approval and by creating a false “level playing field” that does not reflect a true and effective market value for copyrights. If unhampered by a slow, inefficient rate-setting process, parties can freely negotiate the terms and fees for one song or one catalog of songs based on real factors, such as the stature of the copyright(s) involved, the type and scope of use, etc., resulting in a more equitable, efficient and realistic valuation. Currently, the Copyright Royalty Board is not permitted to consider the fair market value when setting the mechanical license rate, and recording companies, online retailers and digital service providers have tried to exploit this in the past. We need a safeguard to prevent any possible reduction in rates, and a free market negotiation between a willing seller and willing buyer provides the most desirable outcome.

Free Market Direct Licensing Works – Synchronization Licensing. Synchronization rights have never been compulsory (other than for PBS) and yet, although budgets for music at movie and television studios have somewhat decreased in recent years, the amount of music in television and movies has clearly not diminished (e.g. Glee, American Idol, The Voice, Pitch Perfect, etc.). Music publishers have responded to market conditions with lower rates and varied terms. There has been no market

disruption in the access to music for synchronization uses as a result of changing market conditions. Direct music licensing works.

No Cause for Government Intervention or Public Benefit. Musical work copyright owners have not done anything to warrant government intervention into their business practices. On the contrary, the statutory license is classic government intervention in free market negotiations/transactions. No harm would be experienced by taxpayers or society in the absence of such intervention.

The Section 115 statutory license is ineffective.

Statutory License Process - Routine Non-compliance. The process of obtaining and accounting for a Section 115 statutory license is ineffective in just about every way. Notices of Intent (NOI) routinely lack required information. Often, the forms do not contain any information that can serve to trace accountings back to the NOI. The NOI often shows up with "various" listed as the default for the artist name (even if there is only one composition listed) and many do not include catalog, ISRC, or UPC numbers (see attached). We have received many NOIs for releases that are submitted three and four years after the date of release. Compulsory licensees are either not well informed as to their responsibilities under the Section 115 provisions or do not make sufficient effort to comply with the regulations. Furthermore, contrary to the statutory provisions, many of these companies that rely on the NOI impose an arbitrary payment threshold, and, thus a company may profit from the use of a work for a long period of time while the copyright owner is deprived of just compensation derived from that use.

Infringements Now Commonplace Under Statutory Licensing. The number of bootlegs, unauthorized uses, infringements and compulsory license breaches has soared from very few prior to the DMCA and the expansion of Section 115 license provisions to literally thousands for Gear and LTMS. In our experience, content that is taken down from digital services in response to cease and desist notices is simply reloaded to the service again at a later date. We reiterate our proposal that any compulsory licensee or agent working on behalf of a compulsory licensee that is "confirmed" to have breached a statutory license should be permanently barred from obtaining statutory licenses under the Act.

The notifications, statements of account, license terms, lack of compliance, lack of audit provisions, lack of accountability, lack of transparency, "one size fits all" royalty rates and inability to

effectively enforce the terms of the license demonstrate a complete breakdown in the statutory licensing system from start to finish. The licensing of millions of copyrights to digital service providers, including subscription and streaming services, on a compulsory basis has led to a historic downturn in revenues and, in turn, mechanical revenues. According to the IFPI, since the DMCA was enacted in 1998 worldwide music industry revenues have fallen from 38.1 billion in 1998 to 15 billion in 2013. All previous evolutions of music delivery systems were almost entirely licensed direct by musical work copyright owners and resulted in greater revenues and the expansion of the music market. The digital revolution has expanded the use of music in the market to what is widely considered to be more documented uses than ever before, but this expansion of music use has netted a 61% decline in annual music industry gross revenues. Government intervention is killing the music industry.

3. Would the music marketplace benefit if the Section 115 license were updated to permit licensing of musical works on a blanket basis by one or more collective licensing entities, rather than on a song-by-song basis? If so, what would be the key elements of any such system.

No, the music marketplace would NOT benefit from licensing on a Blanket License basis.

No Evidence that Blanket Licensing Benefits the Public or Music Industry. Foreign territory subpublishers who operate under blanket licensing systems have informed us there is no evidence to suggest that blanket licensing has resulted in higher values for the copyrights represented under such a system than what has otherwise been achieved via direct license in the United States. In fact, all evidence points to the exact opposite. Blanket licensing systems have not led to greater innovation of music, greater industry growth, more jobs, or more tax revenue than free market, direct licensing. There is no benefit that blanket licensing systems provide to taxpayers or consumers to warrant the government imposing these anti-competitive regulations on copyright owners.

The Government Is Not a Publisher. It is impossible to create a blanket licensing system that is as effective as the free market licensing system at serving the interests and needs of individual songwriters. Songwriters need advocates at every stage of the licensing process just the same as musical performing artists need managers, agents, record companies and distribution representatives. The government treats each musical work copyright equally. Yet, music by definition is varied and

musical work copyrights are by definition unique. The government could not possibly create legislation that takes into account the intrinsic value of each individual registered copyright.

Changing the United States from a (quasi) free market based system to a blanket licensing system would be a huge setback to creators and musical work copyright owners. Songwriters distinguish themselves with many years of hard work and exceptional talents. Each of their works is represented based on their unique history and the status that the songwriters have achieved.

14. How prevalent is direct licensing by musical work owners in lieu of licensing through a common agent or PRO? How does direct licensing impact the music marketplace, including the major record labels and music publishers, smaller entities, individual creators, and licensees?

Gear and LTMS issue all of their licenses direct in the United States with the exception of performance licenses. Most of our performance rights are licensed by ASCAP or BMI.

Direct Licensing Has a Tremendous Impact on the Marketplace. For example, recently, Gear was approached by a major record label to approve a request to use a master in a third party product (please excuse the lack of detail for purposes of confidentiality). In this case, the musical work was represented by a third party major publisher and the record company was required to seek approval from Gear. The music user offered a fee of less than \$4000. The record label and the major publisher each agreed to the requested fee. However, with more specific knowledge in regards to the value of the copyright, the independent representative (Gear) denied the request. With the knowledge of the value for that particular song, the music user subsequently offered \$100,000 plus a substantial per unit royalty.

If the fees for this license had been quoted on a "consensus" basis much like the basis used by the Copyright Office to establish rates for all compositions under Section 115, then the fee would have been less than 1/25th of the final offer. The independent direct licensing agent impacts individual songwriters by providing them with a voice in the use and licensing of their works.

If the successful artist had been forced to accept less than the fair market value would there ever be a need to use lesser or newer artists in this competitive arena? For every denial there is

another acceptance. This process supports many up and coming artists and songwriters who would not be asked if all works are available under the same terms.

Not Every License is Appropriate. For example, before the Section 115 statutory license included the right to bundle third party products and services with musical works without the copyright owners review and consent, Gear was asked to license the composition “We’ve Got Tonight”, a song written and made popular by Bob Seger, as performed by another major artist to be sold as part of a premium bundle alongside a third party non-music product, tampons. “We’ve Got Tonight” was not written with the idea of selling tampons. Fortunately, at that time, Gear’s permission was required and the request was denied. The Section 115 statutory license takes what used to be a mutual decision by the copyright owner and the licensee and unilaterally passes all the authority to the licensee who can then make potentially damaging decisions in its sole discretion. The licensee is not required under the statutory regulations to consider the impact of its use of the musical copyright on the songwriter or the copyright itself. The association of music with any third party product or service must require the permission of the musical work copyright owner. Direct licensing allows the publisher to screen premium bundle uses for inappropriate match-ups and negotiate reasonable partnerships based upon the actual scope of use.

Screening for Derivative Works. Without the benefit of direct licensing a publisher has no opportunity to screen sound recordings for samples or derivative works in advance of their release. Most major labels require artists to provide information to their business affairs or clearance personnel that detail any third party materials contained in the recordings which may require a license. However, local artists and many independent labels often do not understand when a license is required, may not have the resources to seek legal advice to make that determination, or simply choose not to seek a license. Both LTMS and Gear screen performances by unknown and independent artists for samples and derivative works (including lyric changes). No one has complained about this process. Actually, they appreciate the personal attention that we give their recordings and license requests. This prevents unnecessary legal costs for both parties and avoids diluting the original copyright.

Better Long Term Management of Copyrights via Direct Licensing. Copyright owners can manage the use of musical work copyrights in such a way as to enhance their value over the long term. The statutory license has been wrongly expanded to include many rights for compulsory licensees that

have previously been reserved to the discretion of the copyright owner. The copyright owner can make better decisions regarding potential uses that make sense for their catalog than the government or a blanket licensing society. Better informed decisions can enhance the value of the copyrights for the long term. If the statutory license is eliminated, songwriters and publishers will regain many of the rights that are inherent to all other copyright owners under the Act.

Direct Licensing Impact:

* On record labels: Record labels have continued to license rights directly from publishers.

* On music publishers: Music publishers who direct license have the ability to super-serve their clients. The music publisher can ask questions of a potential licensee that often reveal issues that otherwise might not be uncovered including plans for use beyond the scope of the license requested. Direct licensing enables publishers to hold licensees better accountable.

* On smaller entities: Music publishers can tailor a license to the licensee's needs and in the process make musical works available for uses that might otherwise be out of the reach of a smaller licensee's budget.

* On individual creators: Under direct licensing publishers are better informed as to the context of uses of the songwriter's works in the market which provides the publisher the ability to trouble shoot any issues before they become a problem.

* On licensees: Licensees can benefit from licensing direct from publishers in many ways. Publishers can help lead licensees to more successful promotions by sharing information and history regarding the publisher's works. Publishers can suggest the best possible songs in their catalog for scenes in a film, video game and/or mechanical uses. Publishers can provide extra and sometimes exclusive content for some licensees.

Discretion and Choices. Some licensees have bad public images due to product recalls, credit card security breaches, high prices, bad relations with communities or employees/unions, failures to account in a timely manner, frequent breaches of license terms, etc. The statutory license does not sift out undesirable licensees.

15. Could the government play a role in encouraging the development of alternative licensing models, such as micro-licensing platforms? If so, how and for what types of uses?

We certainly hope not. We understand that the RIAA and NMPA are in the process of developing a voluntary micro-licensing platform of their own. There is no reason for the government to intervene in this process. With history as our guide, if the government gets involved the cost of implementation will go up, the time it takes to complete the platform will be extended and musical work copyright owners will lose more rights.

17. Would the music marketplace benefit from modifying the scope of the existing statutory licenses?

At a Minimum, Reduce Statutory License to Only Rights Needed for Public Access. We support the complete elimination of the Section 115 statutory license, including all pass through licensing provisions on a statutory basis. However, in the absence of elimination, we believe the scope of Section 115 statutory license should return to a limited license granting only those rights needed to achieve a basic set of recording, performance and reproduction rights.

Current Statutory License Scope of Rights Exceeds Need. Many of the terms of the compulsory license are privileges that exceed what is needed to provide public access to musical works including (a) promotional use without payment or accounting for such uses, (b) discounts in royalties to accommodate marketing and sales strategies of the compulsory licensee in the compulsory licensee's sole discretion, (c) bundling work(s) with third party products and services, and (d) passing through (i.e. sublicensing) rights that were previously considered "exclusive" rights to an unlimited number of third parties without any rights of the copyright owner to audit either the compulsory licensee or its pass through licensees.

The inclusion of such a wide variety of rights and privileges into the statutory license is a tremendous set back to songwriters and publishers. Ironically, we have never had an independent artist or group request the right to reproduce, perform or distribute a composition for public

consumption without payment, or request the right to bundle their recording of a song with third party products and/or services. Clearly, these regulations have not been enacted for the sake of the songwriter, the artist or the general public.

18. How have developments in the music marketplace affected the income of songwriters, composers, and recording artists?

Down. Down. Down. It is no secret that worldwide recorded music revenues have been declining since the DMCA went into effect. As mentioned above, worldwide recorded music revenues as reported by the IFPI have fallen from 38.1 billion in 1998 to 15 billion in 2013 (-61%). Adjusted to the Consumer Price Index (CPI), 1998 revenues in 2013 dollars are equivalent to \$26.67 billion (-44%). Songwriter, composer and recording artist revenues have fallen commensurate with the overall decline in revenue.

So many changes were implemented in 1998 to “fix” an industry that was very successful and literally peaking in revenues that it makes you wonder what everyone involved was thinking. What does it say about the success of the DMCA and subsequent changes to the regulations (including the substantial changes to the Section 115 statutory license provisions) that right after these changes start to take effect the music industry begins to collapse? There have been many broad based changes to statutory licenses since 1998 and with each new “improvement” the music industry revenues continued to decline.

19. Are revenues attributable to the performance and sale of music fairly divided between creators and distributors of musical works and sound recordings?

We do not feel the revenues between creators and distributors of musical works and sound recordings are generally divided fairly, particularly with respect to streaming and subscription services. However, if we are free to engage in a willing seller/willing buyer negotiation, we do not see any reason for the government to regulate the division of revenues between creators and distributors, especially in new, untested configurations or music delivery systems. In fact, we believe the division of income will, over time, become more equitable if all copyright owners, including musical work copyright owners, are able to exercise their exclusive rights to license their works without government intervention.

There has been a fundamental shift in the distribution of revenues in the music industry from music companies and creators to third party industries that have incorporated music into their business models since the DMCA was enacted. Many non-music companies who have benefited from using music to sell millions of devices and create billions of dollars in profits from the use of music have participated actively in copyright rules and rate settings procedures.

The fact that IFPI worldwide recorded music revenues have decreased in this period of unprecedented expansion of the use of music suggests that the rates and regulations have done more to hinder the music industry than what might have been achieved without government intervention in the licensing process.

CONCLUSION

The laws governing the music business are no longer effective within the context of the myriad ways in which music is used and distributed today and in the future. Like a china tea cup that has been mended too many times, these laws are no longer sound – tweaks and fixes will simply serve as more patchwork attempts to salvage outdated ideas that do not reflect reality.

The music business has become an inverted pyramid, with the songwriter at the bottom, supporting block after block of other businesses. It wasn't always that way. In 1998 worldwide recorded music revenues of \$38.1 billion exceeded the total revenues of Apple, Microsoft and Amazon by almost double their combined \$21.8 billion. Fast forward to 2013 and the total revenues of Apple, Microsoft and Amazon combined of \$323.2 billion exceeded worldwide recorded music revenues of \$15 billion by 2055%. That remarkable increase of their revenues was closely aligned to the -61% decrease in the record business. We have seen that, without fair compensation and the ability to negotiate for themselves in a free market, the songwriter has been critically damaged financially. If there is no incentive to bring new creations and creators to the market, the entire pyramid will collapse, and our culture will be deprived of one of its greatest riches.

Elizabeth Warren, in speaking about the government's role in the financial market said: "It's about whose side the government is going to be on. Is it going to be on the side of the largest financial institutions and the largest banks on Wall Street, the ones that can hire a lot of lobbyists and lawyers, or

is it going to be on the side of real people?...Nobody should be able to steal your purse on main street or steal your pension on Wall Street.”

We believe that the real people in this situation are the creators of music, and we must address the inequalities and unfair compensation so that they are allowed to freely negotiate compensation for their work as they may choose without interference. It is imperative to remember that any potential changes to the system of music licensing, including attempts to streamline licensing for third parties, should come only after the rights of creators are secured.

Thank you for your time and consideration.

Respectfully submitted,

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/s/Edward F. Andrews, Jr.

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/s/Lisa Thomas

By

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Submitted electronically 05/23/14



**Notice of Intention to Obtain a Compulsory License for
Making and Distributing Phonorecords**

| | |
|--------------------------------|---|
| Licensee: | YONDER MUSIC, INC. 261 MADISON AVE. STE 9-038 NEW YORK, NY 10016 |
| Fiscal Year: | January 1 to December 31 |
| Phonorecord Configuration(s): | Digital phonorecord deliveries, as set forth in Section 115 of the U.S. Copyright Act and the regulations appurtenant thereto, as such regulations may be modified or superseded from time to time. |
| Expected Date of Distribution: | May 22, 2014 |
| Copyright Owner: | GLENN FREY DBA RED CLOUD MUSIC |
| Signature of Licensee: |  Jim Heindlmeyer - Chief Operating Officer |

You may address questions to HFA at:
The Harry Fox Agency, Inc.
Licensing Department, 40 Wall Street – 6th Floor, New York, NY 10005-1344
Email: licensing@harryfox.com

HFA IS NOT LICENSEE'S AGENT FOR SERVICE OF LEGAL NOTICES OR FOR ANY OTHER MATTERS.

| Musical Works: | |
|----------------------------|---|
| Title: THE BEST OF MY LOVE | Label Name: 2011 SHAMROCK-N Catalog Number: Author(s): GLENN FREY, DON HENLEY, JOHN SOUTHER Recording Artist(s)/Group: INSTRUMENTAL LOVE SONGS |
| Title: DESPERADO | Label Name: BIG EYE MUSIC Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: THE PIANO CLASSIC PLAYERS |
| Title: DESPERADO | Label Name: CHARLY RECORDS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: STUDIO GROUP |
| Title: DESPERADO | Label Name: CLASSIC SONGS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: MEDITATION MUSIC EXPERTS |
| Title: DESPERADO | Label Name: CLASSIC SONGS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: PIANISSIMO BROTHERS |
| Title: DESPERADO | Label Name: CLASSIC SONGS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: 70S MUSIC EXPERTS |
| Title: DESPERADO | Label Name: LIMITLESS HITS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: HIT CO. MASTERS |
| Title: DESPERADO | Label Name: MUSICAL CREATIO Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: MUSICAL CREATIONS STUDIO, MUSICIANS (KARAOKE) |

| Musical Works: | |
|--------------------------|--|
| Title: DESPERADO | Label Name: ON-THE-GO MUSIC Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: THE HIT NATION |
| Title: DESPERADO | Label Name: POWER MUSIC INC Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: POWER MUSIC |
| Title: DESPERADO | Label Name: RENEGADE KARAOK Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: RENEGADE KARAOK PLAYERS |
| Title: DESPERADO | Label Name: 2013 SHAMROCK-N Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: THE O'NEILL BROTHERS GROUP |
| Title: DESPERADO | Label Name: 88 DEVELOPMENT Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: HIT CREW MASTERS |
| Title: HEARTACHE TONIGHT | Label Name: LIMITLESS HITS Catalog Number: Author(s): J.D. SOUTHER, GLEN FREY, BOB SEGER, DON HENLEY Recording Artist(s)/Group: HIT CO. MASTERS |
| Title: HOTEL CALIFORNIA | Label Name: ALTISSIMO! Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: UNITED STATES NAVY BAND |
| Title: HOTEL CALIFORNIA | Label Name: ATRÃ§Ã£O Catalog Number: Author(s): DON HENLEY, DON FELDER, |

| Musical Works: | |
|-------------------------|---|
| Title: HOTEL CALIFORNIA | GLENN LEWIS FREY Recording Artist(s)/Group: WANDERLEY ANDRADE |
| Title: HOTEL CALIFORNIA | Label Name: AZZURRA MUSIC Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: CREOL NAPFÄ©NY |
| Title: HOTEL CALIFORNIA | Label Name: AZZURRA MUSIC Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: PEPITO ROSS |
| Title: HOTEL CALIFORNIA | Label Name: BIG EYE MUSIC Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: CARDIO WORKOUT CREW |
| Title: HOTEL CALIFORNIA | Label Name: DIGITAL NATIVES Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: LOS FERNANDOS |
| Title: HOTEL CALIFORNIA | Label Name: DIGITAL NATIVES Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: LOS RUMBEROS |
| Title: HOTEL CALIFORNIA | Label Name: DREW'S FAMOUS Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: THE HIT CREW |
| Title: HOTEL CALIFORNIA | Label Name: META NETWORK Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY |

| Musical Works: | |
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| Title: HOTEL CALIFORNIA | Recording Artist(s)/Group: MANUEL GRANADA Label Name: OBH (OBH MUSIKV) Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: TIM CLARK |
| Title: HOTEL CALIFORNIA | Label Name: OM MANAGEMENT Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: CHARLIE GLASS |
| Title: HOTEL CALIFORNIA | Label Name: ON-THE-GO MUSIC Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: VARIOUS MUSIQUE |
| Title: HOTEL CALIFORNIA | Label Name: VINTAGE MASTER Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: THE VINTAGE MASTERS |
| Title: HOTEL CALIFORNIA | Label Name: YOYO USA, INC. Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: JAVIER MARTINEZ MAYA |
| Title: HOTEL CALIFORNIA | Label Name: 2012 SHAMROCK-N Catalog Number: Author(s): DON HENLEY, DON FELDER, GLENN LEWIS FREY Recording Artist(s)/Group: ACOUSTIC GUITAR TRIBUTE, PLAYERS |
| Title: HOTEL CALIFORNIA | Label Name: 2013 SHAMROCK-N Catalog Number: Author(s): DON HENLEY, DON FELDER, |

| Musical Works: | |
|------------------------------|--|
| | GLENN LEWIS FREY Recording Artist(s)/Group: THE O'NEILL BROTHERS GROUP |
| Title: I CAN'T TELL YOU WHY | Label Name: !K7 RECORDS Catalog Number: Author(s): DON HENLEY, TIMOTHY B. SCHMIT, GLENN LEWIS FREY Recording Artist(s)/Group: CHROME0 |
| Title: LIFE IN THE FAST LANE | Label Name: FOAM FINGER - O Catalog Number: Author(s): JOE WALSH, DON HENLEY, GLENN LEWIS FREY Recording Artist(s)/Group: ROCK RIOT |
| Title: LIFE IN THE FAST LANE | Label Name: KYNA - OMP Catalog Number: Author(s): JOE WALSH, DON HENLEY, GLENN LEWIS FREY Recording Artist(s)/Group: ROCK CRUSADE |
| Title: LYIN' EYES | Label Name: AMERITZ MUSIC L Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: AMERITZ KARAOKE |
| Title: LYIN' EYES | Label Name: CMH RECORDS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: NASHVILLE SUPERPICKERS |
| Title: LYIN' EYES | Label Name: LIMITLESS HITS Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: HIT CO. MASTERS |
| Title: LYIN' EYES | Label Name: PLATINUM COLLEC Catalog Number: Author(s): GLENN FREY, DON HENLEY Recording Artist(s)/Group: JACK JONES |
| Title: TAKE IT TO THE LIMIT | Label Name: VITAMIN RECORDS Catalog Number: |

| Musical Works: | |
|---|--|
| <p>Title: TEQUILA SUNRISE</p> | <p>Author(s): DON HENLEY, GLENN LEWIS FREY, RANDY MEISNER Recording Artist(s)/Group: VITAMIN STRING QUARTET</p> <p>Label Name: PLANET MUSIC Catalog Number: Author(s): DON HENLEY, GLENN LEWIS FREY Recording Artist(s)/Group: THE HIT CO.</p> |
| <p>Title: WASTED TIME (REPRISE)</p> | <p>Label Name: NUCLEAR BLAST G Catalog Number: Author(s): DON HENLEY, GLENN LEWIS FREY, JIM NORMAN Recording Artist(s)/Group: EDGUY</p> |