

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rhapsody International Inc.		09/23/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Western Alliance Bank
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100
<b>Internal Address:</b>	Attn: Mike Field
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>Entity Type:</b>	CORPORATION: ARIZONA

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	86451485	
Serial Number:	86451480	NAPSTER
Serial Number:	86180827	AIRMIX
Serial Number:	86311861	UNRADIO
Serial Number:	85804778	NAPSTER
Serial Number:	85983586	RHAPSODY CONCERTS
Serial Number:	85209843	SOUNDTRACKING
Serial Number:	85903296	RHAPSODY CONCERTS
Serial Number:	85450999	SHARE THE SOUNDTRACK TO YOUR LIFE
Serial Number:	78686107	
Serial Number:	78686105	NAPSTER
Serial Number:	78561232	
Serial Number:	78561228	NAPSTER
Serial Number:	78431602	NAPSTER MOBILE
Serial Number:	78039025	
Serial Number:	78039019	NAPSTER
Serial Number:	78014821	NAPSTER
Serial Number:	77934114	RHAPSODY

CH \$790.00 86451485

Property Type	Number	Word Mark
Serial Number:	77934105	RHAPSODY
Serial Number:	77934061	RHAPSODY
Serial Number:	77934054	RHAPSODY
Serial Number:	77932138	RHAPSODY
Serial Number:	77932120	RHAPSODY
Serial Number:	76325556	RHAPSODY
Serial Number:	76137086	
Serial Number:	76137325	NAPSTER
Serial Number:	76975991	RHAPSODY
Serial Number:	76975595	RHAPSODY
Serial Number:	76975158	RHAPSODY
Serial Number:	76325558	RHAPSODY
Serial Number:	74160148	RHAPSODY

**CORRESPONDENCE DATA**

**Fax Number:** 8586385130

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 858-677-1400

**Email:** susan.reynolds@dlapiper.com

**Correspondent Name:** DLA Piper LLP (US)

**Address Line 1:** 4365 Executive Drive, Suite 1100

**Address Line 4:** San Diego, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	355157-233
<b>NAME OF SUBMITTER:</b>	Troy Zander
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	09/25/2015

**Total Attachments: 11**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 23, 2015, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and RHAPSODY INTERNATIONAL INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of September 23, 2015 (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

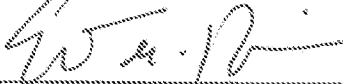
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or

remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

RHAPSODY INTERNATIONAL INC.

By: 

Name: Ethan Rudin

Title: CEO

Address for Notices:

701 5th Ave, Suite 3100  
Seattle, WA, 98104  
Attn: Legal Department and Ethan Rudin, Chief  
Financial Officer  
FAX: (206) 682-1783

**BANK:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

55 Almaden Blvd.  
San Jose, CA 95113  
Attn: Note Department  
Fax # 408-689-8542  
Phone # 408-423-8500

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

RHAPSODY INTERNATIONAL INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

701 5th Ave, Suite 3100  
Seattle, WA, 98104  
Attn: Legal Department and Ethan Rudin, Chief  
Financial Officer  
FAX: (206) 682-1783

**BANK:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

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

Name: Jeff Brown

Title: VP

Address for Notices:

55 Almaden Blvd.  
San Jose, CA 95113  
Attn: Note Department  
Fax # 408-689-8542  
Phone # 408-423-8500

***[Signature Page to Intellectual Property Security Agreement]***

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
None					

## Exhibit B

## TRADEMARKS

Please Check if No Trademarks Exist 

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date/Registration Date:</u>
DESIGN ONLY. (THE MARK CONSISTS OF A CAT HEAD DESIGN)	86451485	NONE		11/14/2014
NAPSTER	86451480	NONE		11/11/2014
AIRMIX	86180827	NONE		01/31/2014
UNRADIO	86311861	NONE		06/17/2014
NAPSTER	85804778	NONE		12/17/2012
RHAPSODY CONCERTS	85983586	4700593		03/10/2015
SOUNDTRACKING	85209843	4700021		03/10/2015
RHAPSODY CONCERTS	85903296	NONE		04/12/2013
SHARE THE SOUNDTRACK TO YOUR LIFE	85450999	4284756		02/05/2013
DESIGN ONLY (THE MARK CONSISTS OF CAT'S HEAD WITH EARPHONES)	78686107	3055516		01/31/2006
NAPSTER	78686105	3055515		01/31/2006
DESIGN ONLY (THE MARK CONSISTS OF CATS HEAD WITH EARPHONES)	78561232	3050829		01/24/2006
NAPSTER	78561228	3054773		01/31/2006
NAPSTER MOBILE	78431602	NONE		06/08/2004
DESIGN ONLY	78039025	2841432		05/11/2004
NAPSTER	78039019	2841431		05/11/2004
NAPSTER	78014821	2843786		05/18/2004
RHAPSODY	77934114	4106085		02/28/2012
RHAPSODY	77934105	4106084		02/28/2012
RHAPSODY	77934061	4003311		07/26/2011
RHAPSODY	77934054	4003310		07/26/2011
RHAPSODY	77932138	4003306		07/26/2011
RHAPSODY	77932120	4003305		07/26/2011
RHAPSODY	76325556	2976769		07/26/2005
DESIGN ONLY	76137086	2840641		05/11/2004
NAPSTER	76137325	2843405		05/18/2004
RHAPSODY	76975991	3214632		03/06/2007



RHAPSODY	76975595	2754316		08/19/2003
RHAPSODY	76975158	2725763		06/10/2003
RHAPSODY	76325558	2765175		09/16/2003
RHAPSODY	74160148	1761756		03/30/1993

## EXHIBIT C

## PATENTS

Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
REAL-TIME SEARCH ENGINE	6366907	09464653	ISSUED	04/02/2002
SYSTEM AND METHOD FOR DETERMINING AFFINITY USING OBJECTIVE AND SUBJECTIVE DATA	6697800	09574108	ISSIED	02/24/2004
USE-SENSITIVE DISTRIBUTION OF DATA FILES BETWEEN USERS	6742023	09560106	ISSUED	05/25/2004
SYSTEM AND METHOD FOR SELECTING INTERNET MEDIA CHANNELS	6865600	09573686	ISSUED	03/08/2005
SYSTEM AND METHOD FOR SEARCHING PEER-TO-PEER COMPUTER NETWORKS BY SELECTING A COMPUTER BASED ON AT LEAST A NUMBER OF FILES SHARED BY THE COMPUTER	7089301	09635777	ISSUED	08/08/2006
METHOD AND APPARATUS FOR DYNAMIC RENEWABILITY OF CONTENT	7096203	10017498	ISSUED	08/22/2006
REAL-TIME SEARCH ENGINE	7165071	10025443	ISSUED	01/16/2007
METHOD OF AND APPARATUS FOR ENCRYPTING AND TRANSFERRING FILES	7170999	10232194	ISSUED	01/30/2007
SYSTEMS AND	7268791	09698195	ISSUED	09/11/2007

METHODS FOR VISUALIZATION OF DATA SETS CONTAINING INTERRELATED OBJECTS				
METHOD AND APPARATUS FOR CONTROLLING FILE SHARING OF MULTIMEDIA FILES OVER A FLUID, DE-CENTRALIZED NETWORK	7310629	10115714	ISSUED	12/18/2007
SYSTEM AND METHOD FOR SELECTING INTERNET MEDIA CHANNELS	7356556	11048256	ISSUED	04/08/2008
SYSTEM AND METHOD FOR OPTIMIZING ACCESS TO INFORMATION IN PEER-TO-PEER COMPUTER NETWORKS	7454480	11444648	ISSUED	11/18/2008
REAL-TIME SEARCH ENGINE FOR SEARCHING VIDEO AND IMAGE DATA	7542996	11635251	ISSUED	06/02/2009
SYSTEM AND METHOD FOR SEARCHING PEER-TO-PEER COMPUTER NETWORK	7730178	11445080	ISSUED	06/01/2010
SYSTEM AND METHOD FOR AUTOMATICALLY UPLOADING ANALYSIS DATA FOR CUSTOMER SUPPORT	7966522	11080599	ISSUED	06/21/2011
METHOD AND APPARATUS FOR DYNAMIC RENEWABILITY OF CONTENT	8090662	11464307	ISSUED	01/03/2012
SYSTEM AND METHOD FOR UNLIMITED LICENSING TO A	8336090	12020420	ISSUED	12/18/2012

FIXED NUMBER OF DEVICES				
SYSTEM AND METHOD FOR AUTOMATICALLY UPLOADING UPDATES	NONE	11081055	PUBLISHED	09/14/2006
SYSTEM AND METHOD FOR CENSORING RANDOMLY GENERATED CHARACTER STRINGS	NONE	11132752	PUBLISHED	11/23/2006
SYSTEM AND METHOD FOR UNLIMITED LICENSING TO A FIXED NUMBER OF DEVICES	NONE	11137347	PUBLISHED	11/30/2006
REAL TIME, ON THE FLY, DISTRIBUTION OF PRE-SELECTED ELECTRONIC CONTENT	NONE	11379277	PUBLISHED	10/25/2007
SYSTEM AND METHOD FOR AUTOMATICALLY UPLOADING ANALYSIS DATA FOR CUSTOMER SUPPORT	NONE	13165302	PUBLISHED	10/13/2011
METHOD AND APPARATUS FOR DYNAMIC RENEWABILITY OF CONTENT	NONE	13342539	PUBLISHED	04/26/2012
SYSTEM AND METHOD FOR UNLIMITED LICENSING TO A FIXED NUMBER OF DEVICES	NONE	13718659	PUBLISHED	09/05/2013
SELECTING CONTENT FOR A USER	NONE	13758538	PUBLISHED	08/07/2014
PROVIDING CONTENT MONITORING INFORMATION TO USER DEVICES	NONE	13776009	PUBLISHED	08/28/2014
PROVIDING CONTENT ITEMS	NONE	13832335	PUBLISHED	09/18/2014

FROM ALTERNATE SOURCES				
DISTRIBUTING CONTENT ITEMS TO USERS	NONE	13832372	PUBLISHED	09/18/2014
REPLACING EQUIVALENT CONTENT ITEMS	NONE	13838584	PUBLISHED	09/18/2014
GROUPING EQUIVALENT CONTENT ITEMS	NONE	13839723	PUBLISHED	09/18/2014
PROVISIONING SUBSCRIPTIONS TO USER DEVICES	NONE	14103552	PUBLISHED	06/11/2015