

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MUSICTODAY, LLC		12/09/2015	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HILLAIR CAPITAL INVESTMENTS, L.P.		
<b>Street Address:</b>	345 Lorton Avenue, Suite 303		
<b>Internal Address:</b>	c/o Hillair Capital Management, LLC		
<b>City:</b>	Burlingame		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94010		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76558877	SPORTSTODAY	
<b>Serial Number:</b>	76329409	MUSICTODAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123707889		
<i>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.</i>			
<b>Phone:</b>	2123701300		
<b>Email:</b>	pto@egsllp.com		
<b>Correspondent Name:</b>	ATUL R. SINGH		
<b>Address Line 1:</b>	1345 Avenue of the Americas, 11th Floor		
<b>Address Line 2:</b>	Ellenoff Grossman & Schole LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10105		
<b>ATTORNEY DOCKET NUMBER:</b>	12911.001		
<b>NAME OF SUBMITTER:</b>	ATUL R. SINGH		
<b>SIGNATURE:</b>	/ATUL R. SINGH/		
<b>DATE SIGNED:</b>	12/10/2015		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 9, 2015, (the "Agreement") between HILLAIR CAPITAL INVESTMENTS, L.P. ("Lender") and MUSICTODAY, LLC, a Virginia limited liability company, ("Grantor") is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender, the other Borrowers party thereto 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 Lender 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, whether registered or not, 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 Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

**GRANTOR:**

MUSICTODAY, LLC

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



Name: Michael Fitzsimmons

Title: Chief Executive Officer

Address for Notices:  
Attn: Chief Financial Officer  
300 California Street, Third Floor  
San Francisco, CA 94104  
Fax: (415) 358-8033

**LENDER:**

HILLAIR CAPITAL INVESTMENTS, L.P.

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

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

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

Address for Notices:  
Attn: Sean M. McAvoy  
c/o Hillair Capital Management LLC  
345 Lorton Avenue, Suite 303  
Burlingame, CA 94010

Tel:  
Fax:

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

**GRANTOR:**

MUSICTODAY, LLC

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

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

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

Address for Notices:

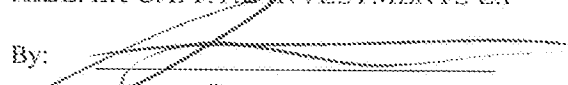
Attn: [\_\_\_\_\_]

300 California Street, Third Floor  
San Francisco, CA 94104

Fax: [\_\_\_\_\_]

**LENDER:**

HILLAIR CAPITAL INVESTMENTS L.P

By: 

Name: Sean M. McAvoy

Title: Managing Member  
HILLAIR CAPITAL INVESTMENTS LLC

Address for Notices:

Attn: Sean M. McAvoy

c/o Hillair Capital Management LLC  
345 Lorton Avenue, Suite 303

Burlingame, CA 94010

Tel: 415.346.4145

Fax:

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>Pre - registered?</u>

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>USPTO Reference Number:</u>	<u>Filing Date:</u>
SPORTSTODAY	76558877	3409552		11/10/03
MUSICTODAY	76329409	2685741		10/17/01

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>