

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roland VS LLC		03/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Roland Corporation U.S.		
Street Address:	5100 S. Eastern Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87271627	ROLAND CLOUD	
Serial Number:	87271634	ROLAND CLOUD	
Serial Number:	87271607		
Serial Number:	87271618		
Serial Number:	87280098	RAINLINK	
Serial Number:	87280100	RAINLINK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	213-683-9275		
Email:	joon.hur@mto.com		
Correspondent Name:	Joon S. Hur		
Address Line 1:	350 South Grand Avenue		
Address Line 2:	Munger, Tolles & Olson LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	F169375 27188-00001		
NAME OF SUBMITTER:	Steven Shao		
SIGNATURE:	/Steven Shao/		

OP \$165.00 87271627

DATE SIGNED:	04/05/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is made as of March 27, 2017 (the “Effective Date”) by and between **ROLAND VS LLC**, a Delaware limited liability company (the “Grantor”), and **ROLAND CORPORATION U.S.**, a Delaware Corporation (the “Secured Party”).

WHEREAS, reference is made to (i) that certain Secured Promissory Note, dated as of March 21, 2017, made by the Grantor in favor of the Secured Party (as may be amended, restated, supplemented or otherwise modified from time to time, the “Note”) and (ii) that certain Security Agreement, dated as of March 21, 2017, by and between the Grantor and the Secured Party (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in and continuing first priority lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor, to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor is executing and delivering this Agreement, for the benefit of the Secured Party, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Secured Party agree as follows:

Section 1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and continuing first priority lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Intellectual Property Collateral”):

(a) all U.S. and foreign copyrights, including copyrights in software and all rights in and to databases, and all mask works (as defined under Section 901 of Title 17 of U.S. Code of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by applicable law; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds (as defined in the Security Agreement) of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “Copyrights”);

(b) all U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all

rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Patents”); and

(c) all U.S. and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including: (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademarks”).

(d) all trade secrets and all other confidential or proprietary information and knowhow regardless of whether such trade secret has been reduced to a writing or other tangible form (including all documents and things embodying, incorporating or referring in any way to any of the foregoing), including: (i) the right to sue for past, present and future misappropriation or other violation of any trade secret and to enjoin or collect damages for the actual or threatened misappropriation of any trade secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trade Secrets”).

(e) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (i) any right to use any Trademark or Trade Secret, (ii) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (iii) any right under any Copyright, including (A) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (including any of the foregoing identified in Schedule 1 hereto), (B) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (C) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (D) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (E) any and all Proceeds of the foregoing.

Section 2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first written above.

ROLAND VS LLC,

as Grantor

By: _____

Name: Jeremy Soule

Title: Corporate Director

ROLAND CORPORATION U.S.,

as Secured Party

By: _____

Name: Naoyuki Tamura

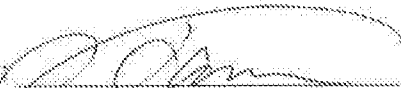
Title: Executive Vice President

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first written above.

ROLAND VS LLC,
as Grantor

By: _____
Name: Jeremy Soule
Title: Corporate Director

ROLAND CORPORATION U.S.,
as Secured Party

By:  _____
Name: Naoyuki Tamura
Title: Executive Vice President

SCHEDULE 1

Intellectual Property

1. Copyrights

Copyright	Filing Date	Status	Registration Number
Concerto Player	Jan 10, 2017	Pending	1-4330240391

2. Patents

None.

3. Trademarks

Trademark	Filing Date	Status	Serial Number
Roland Cloud Cl. 9	Dec 16, 2016	Pending*	87/271627
Roland Cloud Cl. 42	Dec 16, 2016	Pending*	87/271634
Roland Cloud Concerto Cl. 9	Dec 16, 2016	Pending*	87/271607
Roland Cloud Concerto Cl. 42	Dec 16, 2016	Pending*	87/271618
RAINLink	Dec 23, 2016	Pending	87/280098
RAINLink	Dec 23, 2016	Pending	87/280100

* Indicates trademarks that are to be assigned and transferred to Roland Corporation following completion of registration with the U.S. Patent and Trademark Office.

4. Licenses

None.