

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444176

<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>
SCRATCH MUSIC GROUP, INC.		09/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3492298	SCRATCH & BURN	
<b>Registration Number:</b>	3963150	SCRATCH EVENTS	
<b>Registration Number:</b>	4143556	SCRATCH WEDDINGS	
<b>Registration Number:</b>	4257950	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	4257951	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	2799499	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	2820752	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3080102	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3080103	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3142529	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3360118	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3398855	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	2943147	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3064081	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3077080	SCRATCH DJ ACADEMY	
<b>Registration Number:</b>	3344608	SCRATCH DJ ACADEMY	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$415.00 3492298

**Fax Number:** 9193541278

***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:** 919-314-3086

**Email:** diligencereview@square1bank.com

**Correspondent Name:** PACIFIC WESTERN BANK

**Address Line 1:** 406 BLACKWELL STREET

**Address Line 2:** SUITE 240

**Address Line 4:** DURHAM, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	Nicholas Nance
<b>SIGNATURE:</b>	/NicholasNance-adb/
<b>DATE SIGNED:</b>	09/22/2017

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 15, 2017 by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**") and SCRATCH MUSIC GROUP, INC., a Delaware corporation ("**Grantor**").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 20, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 any of

the Loan Documents, 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 the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**SCRATCH MUSIC GROUP, INC.**

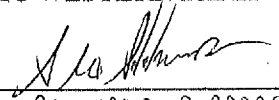
Address of Grantor:  
32 Cooper Square  
3<sup>rd</sup> Floor  
New York, NY 10003  
Attention:

By:   
Name: Rob Pincus  
Title: CEO

**BANK:**

**PACIFIC WESTERN BANK**

Address of Bank:  
406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By:   
Name: ALEXANDER ADDARIO  
Title: VP

**EXHIBIT A**  
**COPYRIGHTS**

Description	Registration Number	Registration Date
NONE		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Application Number OR Patent Number</b>	<b>Application OR Filing Date</b>
NONE		

**EXHIBIT C**  
**TRADEMARKS**

Description	Serial Number	Registration/ Application Date
SCRATCH & BURN	3492298	8/26/2008
SCRATCH EVENTS	3963150	05/17/2011
SCRATCH WEDDINGS	4143556	05/15/2012
SCRATCH DJ ACADEMY	4257950	12/11/2012
SCRATCH DJ ACADEMY	4257951	12/11/2012
SCRATCH DJ ACADEMY	2799499	12/23/2003
SCRATCH DJ ACADEMY	2820752	03/09/2004
SCRATCH DJ ACADEMY	3080102	04/11/2006
SCRATCH DJ ACADEMY	3080103	04/11/2006
SCRATCH DJ ACADEMY	3142529	09/12/2006
SCRATCH DJ ACADEMY	3360118	12/25/2007
SCRATCH DJ ACADEMY	3398855	03/18/2008
SCRATCH DJ ACADEMY	2943147	04/19/2005
SCRATCH DJ ACADEMY	3064081	02/28/2006
SCRATCH DJ ACADEMY	3077080	04/04/2006
SCRATCH DJ ACADEMY	3344608	11/27/2007