

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAX SOUND CORPORATION		05/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE VECHERY FAMILY TRUST DTD 10/9/84		
Street Address:	16035 EAST ARROW HIGHWAY		
City:	IRWINDALE		
State/Country:	CALIFORNIA		
Postal Code:	91706-2049		
Entity Type:	TRUST: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5052673	MAX D	
Registration Number:	5052670	M	
Registration Number:	4746946	HD AUDIO	
Registration Number:	4396220	WAT	
Registration Number:	4504094	LATIN ROCK JAZZ CLASSICAL REGGAE HIP HOP	
Registration Number:	4482228	MAXD AUDIO PERFECTED	
Registration Number:	4381981		
Registration Number:	4464583	MAXD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177693 TM		

OP \$215.00 5052673

NAME OF SUBMITTER:	ROBIN DUNN
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	06/21/2018
Total Attachments: 6 source=TM Cover Sheet with IPSA-Max Sound Corporation#page2.tif source=TM Cover Sheet with IPSA-Max Sound Corporation#page3.tif source=TM Cover Sheet with IPSA-Max Sound Corporation#page4.tif source=TM Cover Sheet with IPSA-Max Sound Corporation#page5.tif source=TM Cover Sheet with IPSA-Max Sound Corporation#page6.tif source=TM Cover Sheet with IPSA-Max Sound Corporation#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of **May 25, 2018** by and between **THE VECHERY FAMILY TRUST DTD 10/9/84** ("Secured Party") and **MAX SOUND CORPORATION**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Secured Party and Grantor are parties to that certain Security Agreement dated May 23, 2018 (as amended from time to time, the "Security Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Security Agreement, Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the

maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Security Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Secured Party's rights hereunder and under the Security Agreement are cumulative. This Agreement, the Security Agreement and the Promissory Notes (as defined in the Security Agreement) set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Secured Party and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

8861 Villa La Jolla Drive, Unit 12109
La Jolla, CA 92039

Grantor:

MAX SOUND CORPORATION

By: 

Name: Greg Halpern

Title: Chairman & CFO

Address of Secured Party:

Secured Party:

Vechery Family Trust DTD 10/9/84

By: 

Name: Harvey T. Vechery

Title: Trustee


[Signature Page—Intellectual Property Security Agreement]

TRADEMARK

REEL: 006360 FRAME: 0221

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAX D	86735550	08/24/15
	5052673	10/04/16
M	86735448	08/24/15
	5052670	10/04/16
HD Audio	86395458	9/15/14
	4746946	06/02/15
WAT	85854213	02/19/13
	4396220	09/03/13
LATIN ROCK JAZZ CLASSICAL RAGGAE HIP HOP ACOUSTIC TALK POP COUNTRY	85831950	01/24/13
	4504094	04/01/14
MAXD AUDIO PERFECTED	85757414	10/18/12
	4482228	02/11/14
	85479151	11/22/11
	4381981	08/13/13
MAXD	85479090	11/22/11
	4464583	01/14/14

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Biometric Audio Security	9,679,427	06/13/17
Audio Processing Application For Windows	14/184,618	02/19/14
	9,300,262	03/29/16
	14/272,379	05/07/14

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAXD Logos	VA0001798073	11/22/11