

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
izo, Inc.	FORMERLY DanceOn, Inc.	06/29/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	East West Bank
Street Address:	2350 Mission College Blvd., Suite 988
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87861797	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87861794	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87861791	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87861786	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87861784	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87861782	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87861779	TIME'S UP! MUSIC ENTERTAINMENT
Serial Number:	87569747	WE MOVE YOU
Serial Number:	87331535	
Serial Number:	87331270	DANCEON
Serial Number:	87331274	IZO

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: 619-699-2700

Email: susan.reynolds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

TRADEMARK

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	05/02/2018
Total Attachments: 7 source=IPSA (6-29-16)#page1.tif source=IPSA (6-29-16)#page2.tif source=IPSA (6-29-16)#page3.tif source=IPSA (6-29-16)#page4.tif source=IPSA (6-29-16)#page5.tif source=IPSA (6-29-16)#page6.tif source=IPSA (6-29-16)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2016, by and between East West Bank ("Bank") and izo, Inc., a Delaware corporation (f/k/a DanceOn, Inc.) ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to BROKEN ELEVATOR, LLC, a Delaware limited liability company, SQUEAKY WHEEL LLC, a Delaware limited liability company, and Grantor (individually and collectively, jointly and severally, "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (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). Bank is willing to make the Loans to Borrower, 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.

B. 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 Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) (other than "intent to use" applications until a verified statement of use is filed with respect to such application), 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.

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, as of the date hereof, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Balance of Page Intentionally Left Blank]

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:

Address of Grantor:

6255 Sunset Boulevard, Suite 850
Los Angeles, CA 90028
Attn: Chief Executive Officer

IZO, INC. (f/k/a DANCEON, INC.)

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Linda LeBeau, Managing Director
FAX: (408) 588-9688

EAST WEST BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006382 FRAME: 0761

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Address of Grantor:

6255 Sunset Boulevard, Suite 850
Los Angeles, CA 90028
Attn: Chief Executive Officer

IZO, INC. (f/k/a DANCEON, INC.)

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Linda LeBeau, Managing Director
FAX: (408) 588-9688

EAST WEST BANK

By: *Francisco Gomez*

Name: Francisco Gomez

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None

EXHIBIT B

Patents

Description
None

Patent/App.
No.

File Date

EXHIBIT C

Trademarks*

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
IZO	87006896	4/19/16
BOY SQUAD	87000128	4/13/16
BOY SQUAD	87000116	4/13/16
DANCEON DEMAND	86679472	6/30/15
DANCEON	85662276	6/26/12
DANCEON	85982690	6/26/12
DANCE SHOWDOWN	85662274	6/26/12
DANCEON	85662271	6/26/12
IZO	87975004	4/19/16
TIME'S UP! MUSIC ENTERTAINMENT	87861797	4/3/18
TIME'S UP! MUSIC ENTERTAINMENT	87861794	4/3/18
TIME'S UP! MUSIC ENTERTAINMENT	87861791	4/3/18
TIME'S UP! MUSIC ENTERTAINMENT	87861786	4/3/18
TIME'S UP! MUSIC ENTERTAINMENT	87861784	4/3/18
TIME'S UP! MUSIC ENTERTAINMENT	87861782	4/3/18
TIME'S UP! MUSIC ENTERTAINMENT	87861779	4/3/18
WE MOVE YOU	87569747	8/15/17
Design	87331535	2/10/17
DANCEON	87331270	2/10/17
IZO	87331274	2/10/17