

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481967

| | | | |
|---|------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SILICON VALLEY BANK | | 06/28/2018 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | SLACKER, INC. | | |
| Street Address: | 269 SOUTH BEVERLY DRIVE | | |
| City: | BEVERLY HILLS | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90212 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85659332 | S | |
| Serial Number: | 77050229 | SLACKER | |
| Serial Number: | 77154343 | SLACKER | |
| Serial Number: | 77050232 | SLACKER | |
| Serial Number: | 87540915 | BLENDER RADIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2142000853 | | |
| <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: | 2146515000 | | |
| Email: | LESLIE.AUSTIN@HAYNESBOONE.COM | | |
| Correspondent Name: | HAYNES AND BOONE, LLP - IP SECTION | | |
| Address Line 1: | 2323 VICTORY AVENUE | | |
| Address Line 2: | SUITE 700 | | |
| Address Line 4: | DALLAS, TEXAS 75219 | | |
| ATTORNEY DOCKET NUMBER: | 52050.51 | | |
| NAME OF SUBMITTER: | LESLIE AUSTIN | | |
| SIGNATURE: | /LESLIE AUSTIN/ | | |
| DATE SIGNED: | 07/16/2018 | | |

OP \$140.00 85659332

Total Attachments: 3

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RELEASE & TERMINATION OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is dated as of June 28, 2018, by and between (a) Silicon Valley Bank ("Secured Party") and (b) Slacker, Inc., a Delaware corporation whose address is 269 South Beverly Drive, Beverly Hills, CA 90212 ("Grantor") (each a "Party" and collectively the "Parties"), in connection with the Intellectual Property Security Agreement entered into by and between the Parties, dated as of July 26, 2017 (the "IP Security Agreement"), as follows:

WHEREAS, pursuant to a Loan and Security Agreement, dated as of May 6, 2015 (as amended or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Secured Party, Secured Party made certain Loans to Grantor;

WHEREAS, in connection with the Loan Agreement, Grantor entered into the IP Security Agreement, under which Grantor granted a security interest in the Intellectual Property Collateral;

WHEREAS, pursuant to the Loan Agreement, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 043116, Frame 0514 and Reel 006115, Frame 0739, in each case, on July 27, 2017;

WHEREAS, pursuant to a letter agreement, dated as of June 27, 2018, between Secured Party and Grantor, Secured Party has agreed that all security interests granted to Secured Party under the Loan Agreement and the IP Security Agreement will automatically be released and terminated upon Secured Party's receipt of payment in full in cash of all amounts due and owing under the Loan Agreement (collectively, together with any interest accruing thereon, the "Pay-Off Amount"); and

WHEREAS, Secured Party wishes to further evidence the release of its interest in the Intellectual Property Collateral, and retransfer and reassign to Grantor without recourse all of Secured Party's right, title and interest in and to such Intellectual Property Collateral.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Loan Agreement or the IP Security Agreement, as applicable.
2. Release of Security Interest. Upon Secured Party's receipt of the Pay-Off Amount, Secured Party releases, terminates, cancels, relinquishes and discharges any lien and security interest it may have in, and any right of set off against, the Intellectual Property Collateral, including but not limited to the Patents and Trademarks (and including, without limitation, those items listed in Appendix 1), including any goodwill of the business symbolized by the foregoing, and all rights to sue for past, present, and future infringements thereof, and retransfers and reassigns any and all right, title and interest it may have in and to the foregoing without recourse to any Grantor. Secured Party further authorizes Grantor to record this document to evidence the foregoing in any intellectual property office in any jurisdiction if Secured Party fails to promptly do so.
3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a signed counterpart of this Release.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer.

SILICON VALLEY BANK (Secured Party)

By: Michael Tigman

Name: Michael Tigman

Title: Vice President

APPENDIX 1

Patents

| Description | Application / Registration No. | Application / Registration Date |
|--|---|--|
| DYNAMIC CHAIR BACK LUMBAR SUPPORT SYSTEM | 8251448 | 8/28/2012 |
| SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT | 8443007 | 5/14/2013 |
| METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT | 8712563 | 4/29/2014 |
| SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT | 8849820 | 9/30/2014 |
| INPUT INTERFACE INCLUDING PUSH-SENSITIVE MECHANICAL SWITCH IN COMBINATION WITH CAPACITIVE TOUCH SENSOR | 11774481 | 7/6/2007 |
| SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT | 11923554 | 10/24/2007 |
| METHODS AND SYSTEMS FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT | 11923573 | 10/24/2007 |
| SYSTEMS AND METHODS FOR SATELLITE AUGMENTED WIRELESS COMMUNICATION NETWORKS | 12032637 | 2/15/2008 |
| ANTENNA ARRAY FOR HI/LO ANTENNA BEAM PATTERN AND METHOD UTILIZATION | 12039692 | 2/28/2008 |
| SYSTEM AND METHOD FOR PERSONALIZING PLAYBACK CONTENT THROUGH INTERACTION WITH A PLAYBACK DEVICE | 12045666 | 3/10/2008 |
| SYSTEM AND METHODS FOR PORTABLE PERSONALIZED RADIO | 12048128 | 3/13/2008 |
| SYSTEM AND METHODS FOR UTILIZING MULTIPLE SATELLITE TRANSPONDERS FOR DATA DISTRIBUTION | 12049113 | 3/14/2008 |
| SYSTEM AND METHOD FOR PROVIDING USER PERSONALIZED MEDIA CONTENT ON A PORTABLE DEVICE | 12582675 | 10/20/2009 |

Trademarks

| Description | Application / Registration No. | Application / Registration Date |
|--------------------|---|--|
| S | 85659332 | 6/22/2012 |
| SLACKER | 77050229 | 11/22/2006 |
| SLACKER | 77154343 | 4/11/2007 |
| SLACKERS | 77050232 | 11/22/2006 |
| BLENDER RADIO | 87/540,915 | 7/24/2017 |