

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLACKER, INC.		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JGB COLLATERAL, LLC		
Street Address:	21 CHARLES STREET		
Internal Address:	C/O JGB MANAGEMENT INC.		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4291753	S	
Registration Number:	3436887	SLACKER	
Registration Number:	3612892	SLACKER	
Registration Number:	3494660	SLACKER	
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:	214-651-5000		
Email:	LESLIE.AUSTIN@HAYNESBOONE.COM		
Correspondent Name:	HAYNES AND BOONE, LLP		
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:	08/13/2018		

OP \$115.00 4291753

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of June 29, 2018 by and between (a) **Slacker, Inc.**, a Delaware corporation (“**Grantor**”) and (b) **JGB Collateral, LLC**, a Delaware limited liability company in its capacity as collateral agent (in such capacity, the “**Agent**”) for the holders of the 12.75% Original Issue Discount Senior Secured Debentures due June 29, 2021, in the original aggregate principal amount of \$10,640,000 (collectively, the “**Debentures**”) of LiveXLive Media, Inc., a Delaware corporation (the “**Parent**”).

RECITALS

WHEREAS, pursuant to the Purchase Agreement (as defined in the Debentures), the Purchasers (as defined in the Purchase Agreement) have severally agreed to extend the loans to the Parent, as evidenced by the Debentures;

WHEREAS, Grantor is a direct wholly-owned subsidiary of the Parent;

WHEREAS, in order to induce the Purchasers to extend the loans evidenced by the Debentures, Agent, Parent, Grantor and certain other debtors have executed a Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein shall have the meaning given to such terms in the Security Agreement), pursuant to which the Grantor has granted to Agent, for the ratable benefit of the Purchasers, a security interest in, among other things, its Intellectual Property constituting Collateral (collectively, the “**Intellectual Property Collateral**”) to secure the prompt payment, performance and discharge in full of all of the Parent’s obligations under the Debentures and other Transaction Documents (as defined in the Purchase Agreement); and

WHEREAS, Agent and Grantor desire to enter into this Agreement to more fully evidence the Agent’s security interests in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

- (1) Grant of Security Interest. To secure its obligations to Agent and Purchasers (collectively, the “**Secured Parties**”), Grantor grants and pledges to Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, including, without limitation:
 - (a) the registered copyrights set forth on Exhibit A attached hereto (the “Copyrights”);

- (b) the patents and patent applications set forth on Exhibit B attached hereto (the "Patents");
 - (c) the trademarks set forth on Exhibit C attached hereto (the "Trademarks");
 - (d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
 - (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
 - (f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
 - (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- (2) Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.
- (3) Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- (4) Execution in 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 to 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.
- (5) Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (6) Governing Law. This Agreement and any claim, 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 laws of the United States and the State of New

York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

SLACKER, INC.

By: _____
Name: Robert Elin
Title: Executive Chairman

AGENT:

JGB COLLATERAL, LLC, as agent

By: _____
Name: Brett Cohen
Title: President

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:

SLACKER, INC.

By: _____

Name:

Title:

AGENT:

JGB COLLATERAL, LLC. as agent

By:  _____

Name: Brett Cohen

Title: President

[signature page to IP Security Agreement]

TRADEMARK
REEL: 006411 FRAME: 0570

EXHIBIT A

Copyrights

None.

EXHIBIT B

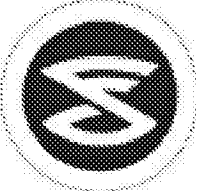

Patents

Title	Country	Application No.	Application Date	Registration No.
METHOD AND DEVICE FOR PLAYBACK OF DIGITAL MEDIA CONTENT	Canada	2667573	10/24/2007	
SYSTEMS AND METHODS FOR PROVIDING USER PERSONALIZED MEDIA CONTENT ON A PORTABLE DEVICE	United States of America	12/582,675	10/20/2009	
SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT	United States of America	13/106,754	5/12/2011	8,443,007
SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT	United States of America	13/768,456	2/15/2013	8,849,820
METHODS AND SYSTEMS FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT	United States of America	14/709,318	5/11/2015	
SYSTEM AND METHOD FOR PERSONALIZING PLAYBACK CONTENT THROUGH INTERACTION WITH A PLAYBACK DEVICE	Canada	2680281	3/10/2008	
SYSTEM AND METHOD FOR PERSONALIZING PLAYBACK CONTENT THROUGH INTERACTION WITH A PLAYBACK DEVICE	United States of America	14/550,804	11/21/2014	
SYSTEMS AND METHODS FOR PORTABLE PERSONALIZED RADIO	Canada	2680797	3/13/2008	2680797
SYSTEMS AND METHODS FOR PORTABLE PERSONALIZED RADIO	European Patent Office	08743865.1	3/13/2008	
SYSTEMS AND METHODS FOR PORTABLE PERSONALIZED RADIO	United States of America	15/229,022	8/4/2016	
METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT	Canada	2672437	12/12/2007	2672437
METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT	European Patent Office	07869177.1	12/12/2007	EP 2115990 B1
METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT	United States of America	11/955,299	12/12/2007	8,712,563
SYSTEM AND METHOD FOR SCORING AND RANKING DIGITAL CONTENT BASED ON ACTIVITY OF NETWORK USERS	United States of America	14/216,877	3/17/2014	
SYSTEM AND METHOD FOR PROVIDING A CONTENT SEQUENCE INCLUDING USER-GENERATED AUDIOVISUAL CONTENT INTERSPERSED BETWEEN MUSICAL TRACKS	United States of America	62/546,255	8/16/2017	

4845-8023-7157 v.1
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EXHIBIT C

Trademarks

Trademark	Owner	Registration Number	Registration Date	Filing Jurisdiction
Design (Musical S Note Logo) 	Slacker, Inc.	4291753	2/19/13	United States
SLACKER	Slacker, Inc.	3436887	5/27/08	United States
SLACKER	Slacker, Inc.	3612892	4/28/09	United States
Slacker and Design 	Slacker, Inc.	3494660	9/2/08	United States
SLACKER	Slacker, Inc.	TMA831945	9/13/12	Canada