

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rhapsody International, Inc.		08/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	55 Almaden Boulevard, Suite 100
Internal Address:	Attn: Loan Operations
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	86451485	
Serial Number:	86451480	NAPSTER
Serial Number:	86311861	UNRADIO
Serial Number:	85804778	NAPSTER
Serial Number:	85983586	RHAPSODY CONCERTS
Serial Number:	85450999	SHARE THE SOUNDTRACK TO YOUR LIFE
Serial Number:	85209843	SOUNDTRACKING
Serial Number:	78561232	
Serial Number:	78561228	NAPSTER
Serial Number:	78039025	
Serial Number:	78039019	NAPSTER
Serial Number:	78014821	NAPSTER
Serial Number:	77934114	RHAPSODY
Serial Number:	77934105	RHAPSODY
Serial Number:	77934061	RHAPSODY
Serial Number:	77934054	RHAPSODY
Serial Number:	77932138	RHAPSODY
Serial Number:	77932120	RHAPSODY

CH \$640.00 86451485

Property Type	Number	Word Mark
Serial Number:	76975991	RHAPSODY
Serial Number:	76975595	RHAPSODY
Serial Number:	76325558	RHAPSODY
Serial Number:	76325556	RHAPSODY
Serial Number:	76137325	NAPSTER
Serial Number:	76137086	
Serial Number:	76975158	RHAPSODY

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.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	08/05/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 1, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and RHAPSODY INTERNATIONAL, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender, Grantor, REALNETWORKS, INC., a Delaware corporation, and REALNETWORKS DIGITAL MUSIC OF CALIFORNIA, INC., a California corporation. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following property, whether now existing or hereafter acquired or created (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B; provided, that Intellectual Property Collateral shall not include any United States intent-to-use trademark applications for which an amendment to allege use has not been submitted and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided, further, that upon such acceptance, such intent-to-use trademark application shall automatically be considered Intellectual Property Collateral;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.


The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RHAPSODY INTERNATIONAL, INC.

By: 

Name: William J. Patrizio

Title: Chief Executive Officer

Address for Notices:

Attn: Legal Department and Randy Haas, Chief
Financial Officer
701 5th Ave, Suite 3100
Seattle, WA, 98104
Fax: (206) 682-1783
Email: meccles@rhapsody.com (with a copy to
legal@napster.com)

With a copy (which shall not constitute notice) to:

DAVIS WRIGHT TREMAINE LLP
920 5th Ave, Suite 3300
Seattle, WA 98104
Attn: Ronald Law

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: _____

Name: _____

Title: _____

Address for Notices:

55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006712 FRAME: 0456

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RHAPSODY INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Legal Department and Randy Haas, Chief
Financial Officer
701 5th Ave, Suite 3100
Seattle, WA, 98104
Fax: (206) 682-1783
Email: meccles@rhapsody.com (with a copy to
legal@napster.com)

With a copy (which shall not constitute notice) to:

DAVIS WRIGHT TREMAINE LLP
920 5th Ave, Suite 3300
Seattle, WA 98104
Attn: Ronald Law

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By:  _____

Name: Elisa Sun

Title: VP

Address for Notices:

55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial No.:</u>	<u>U.S. Reg. No.:</u>	<u>UPTO Ref. No.:</u>	<u>Filing Date:</u>
Design	86451485			11/14/2014
NAPSTER	86451480			11/14/2014
UNRADIO	86311861			6/17/2014
NAPSTER	85804778			12/17/2012
RHAPSODY CONCERTS	85983586			3/10/2015
SHARE THE SOUNDTRACK TO YOUR LIFE	85450999			2/5/2013
SOUNDTRACKING	85209843			3/10/2015
Design	78561232			1/24/2006
NAPSTER	78561228			1/31/2006
Design	78039025			5/11/2004
NAPSTER	78039019			5/11/2004
NAPSTER	78014821			5/11/2004
RHAPSODY	77934114			2/28/2012
RHAPSODY	77934105			2/28/2012
RHAPSODY	77934061			7/26/2011
RHAPSODY	77934054			7/26/2011
RHAPSODY	77932138			7/26/2011
RHAPSODY	77932120			7/26/2011
RHAPSODY	76975991			3/6/2007
RHAPSODY	76975595			8/19/2003
RHAPSODY	76325558			9/16/2003
RHAPSODY	76325556			7/26/2005
NAPSTER	76137325			5/18/2004
Design	76137086			5/11/2004
RHAPSODY	76975158			6/10/2003

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent No.:</u>	<u>Application No.:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Media preference affinity recommendation systems and methods	9898466		Issued	2/10/2018
Providing content monitoring information to user devices	N/A	13776009	Published	2/25/2013
Software preference affinity recommendation systems and methods	N/A	15899270	Published	2/19/2018