

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570985

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the incorrect name of the conveying party on the document previously recorded on Reel 006898 Frame 0661. Assignor(s) hereby confirms the Security Agreement.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mom & Pop Music Co. LLC		03/23/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Bank		
<b>Street Address:</b>	150 Third Avenue South		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3746221	MOM & POP	
<b>Registration Number:</b>	3715088	MOM & POP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	256934		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	04/08/2020		
<b>Total Attachments: 25</b>			
source=4-8-2020 Mom and Pop Music CO-TM#page1.tif			

CH \$65.00 3746221

source=4-8-2020 Mom and Pop Music CO-TM#page2.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page3.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page4.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page5.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page6.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page7.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page8.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page9.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page10.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page11.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page12.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page13.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page14.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page15.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page16.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page17.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page18.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page19.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page20.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page21.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page22.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page23.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page24.tif  
source=4-8-2020 Mom and Pop Music CO-TM#page25.tif

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mom and Pop Music Properties LLC		03/23/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Bank		
<b>Street Address:</b>	150 Third Avenue South		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3746221	MOM & POP	
<b>Registration Number:</b>	3715088	MOM & POP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	238905		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	03/24/2020		
<b>Total Attachments: 22</b>			
source=3-24-2020 Mom and Pop-TM#page1.tif			
source=3-24-2020 Mom and Pop-TM#page2.tif			
source=3-24-2020 Mom and Pop-TM#page3.tif			

CH \$65.00 3746221



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 25, 2020

PTAS

CSC  
1090 VERMONT AVENUE, NW  
WASHINGTON, DC 20005

# 900541760

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/24/2020

REEL/FRAME: 6898/0661  
NUMBER OF PAGES: 24

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 238905

ASSIGNOR:

MOM AND POP MUSIC PROPERTIES LLC

DOC DATE: 03/23/2020

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

PINNACLE BANK

CITIZENSHIP: UNITED STATES

ENTITY: BANK

150 THIRD AVENUE SOUTH  
NASHVILLE, TENNESSEE 37201

SERIAL NUMBER: 77726525

FILING DATE: 04/30/2009

REGISTRATION NUMBER: 3746221

REGISTRATION DATE: 02/09/2010

MARK: MOM & POP

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77726527

FILING DATE: 04/30/2009

REGISTRATION NUMBER: 3715088

REGISTRATION DATE: 11/24/2009

MARK: MOM & POP

DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of March 23, 2020 (this "IP Security Agreement"), by **MOM & POP MUSIC CO. LLC**, a Delaware limited liability company ("Grantor"), in favor of **PINNACLE BANK** ("Lender").

### RECITALS

Pursuant to a Loan and Security Agreement dated the date hereof (as amended, modified, supplemented and restated from time to time, the "Loan Agreement") among Grantor, the other Borrowers party thereto from time to time, and Lender, Lender is providing financial accommodations to Grantor. To secure Grantor's obligations to Lender, Grantor granted Lender a Lien and security interest in substantially all of Grantor's property and assets.

It is a condition precedent to Lender's making credit available to Grantor under the Loan Agreement and to make any loans or otherwise extend credit to Grantor under the Loan Documents (as such term is defined in the Loan Agreement), that Grantor execute and deliver to Lender an intellectual property security agreement; and

Grantor wishes to grant a security interest in favor of the Lender as herein provided.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees with Lender, as follows:

1. **DEFINED TERMS.** When used in this IP Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 "Copyright License" means any written agreement in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party, a sublicense to use a copyright, a distribution agreement regarding copyrighted works and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.2 "Copyrights" means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordations in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to

be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world.

1.3 “Event of Default” means an event or circumstance defined as an “Event of Default” in the Loan Agreement.

1.4 “IP Collateral” shall have the meaning assigned to such term in Section 2 of this IP Security Agreement.

1.5 “License” means any Copyright License, Patent License, Trademark License or other license of trade secrets now held or hereafter acquired by Grantor.

1.6 “Lien” shall have the meaning stated in the Loan Agreement.

1.7 “Litigation” means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any Copyrights, Patents, Trademarks and/or Licenses.

1.8 “Patent License” means any written agreement in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Patent (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, a distribution agreement regarding one or more patented products or processes and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.9 “Patents” means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all United States or foreign patents (including utility, design and plant patents), all registrations and recordations thereof and all applications for United States or foreign patents, including registrations, recordations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including trade secrets, formulas, customer lists, manufacturing processes, mask works, molds and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent.

1.10 “Secured Obligations” means all of the indebtedness, obligations and liabilities of the Grantor to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Agreement and the other Loan Documents or pursuant to this IP Security Agreement; provided that Secured Obligations shall in no event include Excluded Swap Obligations.

1.11 “Trademark License” means any written agreement in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements.

1.12 “Trademarks” means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordations thereof and any applications in connection therewith, including registrations, recordations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names incorporating the Marks, (e) all means of manufacturing goods or offering services covered by the Marks, including trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including payments under all Trademark Licenses and damages, claims, payments and recoveries for past, present or future infringement, and (g) any rights to sue for past, present and future infringements of the Marks.

1.13 “UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Lender’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

1.14 In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: “accounts,” “account debtor,” “deposit account,” “general intangibles,” and “proceeds”. Each of the foregoing defined terms shall include all of such items now owned or existing, or hereafter arising or acquired by Grantor.



1.15 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Agent and Lenders to enter into the Credit Agreements, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "IP Collateral"):

2.1 All Copyrights, Patents and Trademarks including the Copyrights, Patents and Trademarks that are the subject of any registration or application listed in Schedule A in which the Grantor has, in whole or in part, an ownership interest, administration interest or income participation interest; all Licenses, and any presently pending Litigation with respect thereto;

2.2 All accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

2.3 To the extent not otherwise included, all proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include: (i) any intent-to-use application for a Trademark to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under United States federal law, and (ii) any contractual obligation entered into by Grantor that prohibits or requires the consent of any Person other than Grantor and its affiliates which has not been obtained as a condition to the creation by Grantor of a lien on any right, title or interest in such contractual obligation, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC; provided, however, any proceeds, products, substitutions or replacements of such items shall constitute IP Collateral.

### 3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

3.1 Notwithstanding anything contained in this IP Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Licenses to observe and perform in all material respects all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Lender shall not have any obligation or liability under any License by reason of or arising out of this IP Security Agreement or the granting to Lender of a Lien therein or the receipt by Lender of any

payment relating to any License pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Grantor agrees that any rights granted under this IP Security Agreement to Lender with respect to all of the Collateral shall be worldwide and without any liability for royalties or other related charges from Lender to Grantor.

3.2 Lender authorizes Grantor to, at any time no Event of Default exists, collect its accounts related to the sale, license, settlement, judgment or other disposition of, or otherwise arising from, any of the IP Collateral, provided that such collection is performed in a commercially reasonable manner, and Lender may, upon the occurrence and during the continuation of any Event of Default and with prior written notice to Grantor, limit or terminate said authority at any time.

3.3 Lender may at any time, upon the occurrence and during the continuation of any Event of Default, without prior written notice to Grantor of its intention to do so, notify any account debtors of Grantor or any parties to the Licenses of Grantor that the accounts and the right, title and interest of Grantor in and under such Licenses have been assigned to Lender and that payments shall be made directly to Lender. Upon the request of Lender at any time after the occurrence and during the continuation of an Event of Default, Grantor shall so notify such account debtors and parties to such Licenses. Upon the occurrence and during the continuation of any Event of Default, Lender may, in its name or in the name of others, communicate with such account debtors and parties to such Licenses to verify with such parties, to Lender's reasonable satisfaction, the existence, amount and terms of any such accounts or Licenses.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this IP Security Agreement and until the Secured Obligations have been performed and paid in full:

4.1 **Disposition of IP Collateral.** Grantor shall not sell, lease, assign, transfer or otherwise dispose of any of the IP Collateral, or contract to do so (which restriction shall not, for the avoidance of doubt, otherwise affect the ability of Grantor to license the IP Collateral in the ordinary course of business so long as such licensing is not a transaction in the nature of a disposition), except as permitted by the Loan Agreement or as could not reasonably be expected to have a Material Adverse Effect.

4.2 **Limitation on Liens on IP Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the IP Collateral against and take such other action as is necessary to remove, any Lien on the IP Collateral other than Permitted Liens.

4.3 **Registration and Maintenance of Intellectual Property Rights.** Except as could not reasonably be expected to have a materially adverse effect on the value or enforceability of, or any rights of Grantor or Lender in, any IP Collateral, Grantor shall: (i) use

commercially reasonable efforts to prosecute any Patent, Trademark or Copyright for use in the United States pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered in the United States (to the extent not already registered and consistent with good faith business judgment) any such Copyright, Patent or Trademark or any Copyright License, Patent License or Trademark License related thereto, which is (a) owned or held by Grantor and set forth in Disclosure Schedule 7.13 to the Loan Agreement or (b) is individually or in the aggregate, material to the conduct of Grantor's business, with the United States Copyright Office or Patent and Trademark Office, as applicable, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Copyright Office or Patent and Trademark Office requests and inquiries. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any IP Collateral, Grantor also agrees to take commercially reasonable steps to preserve and maintain all rights in the IP Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. Grantor further agrees to retain experienced patent, trademark and copyright attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as could not reasonably be expected to have a Material Adverse Effect on the value or enforceability of, or any rights of Grantor or Lender in, any IP Collateral, Grantor shall not, without Lender's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright owned or held by Grantor and listed in Disclosure Schedule 7.13 to the Loan Agreement or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any License held by Grantor and listed in Disclosure Schedule 7.13 to the Loan Agreement. If Grantor fails to comply with any of the foregoing provisions of this IP Security Agreement, Lender shall have the right (but shall not be obligated) to do so on behalf of Grantor to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees to reimburse Lender in full for all reasonable documented expenses, including the reasonable fees and disbursements of counsel incurred by Lender in procuring, protecting, defending and maintaining the Collateral. In the event that Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this IP Security Agreement, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Grantor, and all monies so paid out shall be Secured Obligations of Grantor repayable on demand, together with interest at the rate in effect pursuant to the Credit Agreements at such time.

**4.4 Notification Regarding Changes in Intellectual Property.** Grantor shall, not less frequently than on a quarterly basis as provided below, advise Lender of any right, title or interest of Grantor obtained after the date hereof in or to any Copyright, Patent, Trademark or License not specified on Disclosure Schedule 7.13 to the Loan Agreement, the provisions of Section 2 above shall automatically apply thereto, and Grantor hereby authorizes and appoints Lender as Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights to make any additional filings. In addition to any requirements in this IP Security Agreement for notification, Grantor shall also provide Lender with quarterly reports within sixty (60) days of the end of each of the first three (3) calendar quarters and within ninety (90) days of the end of the fourth calendar quarter that identify the status of any new Copyrights, Patents, Trademarks

and/or Licenses, any newly filed applications, the status of any pending applications, the status of Litigation and licensing, any threats of Litigation, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Collateral.

4.5 **Further Assurances; Pledge of Instruments.** At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem necessary or desirable to obtain the full benefits of this IP Security Agreement.

4.6 **Intent-to-Use Trademark Applications.** To the extent that any of the Trademarks consist of intent-to-use based trademark applications, if at any time Grantor commences using such Trademark in its business, Grantor shall take such actions as may be reasonably requested by Lender to convert, within the time provided by the United States Patent and Trademark Office, such intent-to-use trademark application to a use-based application.

5. **RIGHTS AND REMEDIES UPON DEFAULT.** If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it under this IP Security Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC.

6. **LENDER'S RIGHT TO SUE.** From and after the occurrence and during continuation of an Event of Default, Lender shall have a right, but shall in no way be obligated, to bring suit for past, present and future damages in its own name and for its own benefit to enforce the Copyrights, Patents, Trademarks and Licenses, and if Lender commence any such suit, Grantor shall, at the request of Lender, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. **LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL.** Lender shall deal with the IP Collateral in the same manner as it deals with similar property for its own account. Lender shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the IP Collateral if it takes such action as Grantor requests in writing, but failure of Lender to comply with any such request shall not in itself be deemed a failure to act reasonably and no failure of Lender to do any act not so requested shall be deemed a failure to act reasonably.

8. **MISCELLANEOUS.**

8.1 **No Waiver; Cumulative Remedies.**

8.1.1 Neither party shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

8.1.2 The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender but rather is intended to facilitate the exercise of such rights and remedies.

8.1.3 None of the terms or provisions of this IP Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Lender.

## 8.2 Releases.

8.2.1 This IP Security Agreement is made for collateral purposes only. Subject to Section 8.2.2 below, at such time as the Secured Obligations shall have been paid and performed in full and Grantor has no further obligations under or with respect to the Loan Documents, the IP Collateral shall be released from the Liens created hereby, and this IP Security Agreement and all obligations of Lender and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to Grantor. At the request and sole expense of Grantor following any such termination, Lender shall deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to revert in Grantor (without recourse to or warranty by Lender, except for encumbrances created by Lender, provided that no such recourse or warranty shall apply to any IP Collateral sold or otherwise disposed of by Lender pursuant to this IP Security Agreement) full title to the IP Collateral granted in this IP Security Agreement, subject to any acceptance or disposition of IP Collateral which may have been made by Lender pursuant to this IP Security Agreement.

8.2.2 This IP Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a “voidable preference,” “fraudulent conveyance” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 8.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this IP Security Agreement in any manner.

8.3 **Successors and Assigns.** This IP Security Agreement shall be binding on Grantor, Lender, and each of their respective successors and permitted assigns. The right of each of Grantor and Lender to assign any rights or obligations under, or any interest in, this IP Security Agreement shall correspond to such party’s rights of assignment under the Loan Agreement, as stated therein.

8.4 **Notices.** All notifications and other communications permitted or required under this Agreement shall be in writing and shall be delivered in accordance with the terms of the Loan Agreement.

8.5 **Counterparts; Electronic Transmission.** This IP Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

8.6 **Severability; Conflict.** If any provision of this IP Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this IP Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law. Any conflict between the terms of this IP Security Agreement and the Loan Agreement shall be resolved in favor of the Loan Agreement.

8.7 **Governing Law; Consent to Jurisdiction.** THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each party agrees that any suit for the enforcement of this IP Security Agreement may be brought in the courts of the State of New York sitting in New York County, or any federal court sitting therein, and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon such party, by mail, at the address specified on the signature page of this IP Security Agreement, or at any address specified for such party in any Loan Document. Each party hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

8.8 **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS IP SECURITY AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each party waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each party (i) certifies that neither the other party nor any representative, agent or attorney of the other party has represented expressly or otherwise, that such party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the other party is a party, such party is relying upon, among other things, the waivers and certifications contained in this Section 8.8.

8.9 **Advice of Counsel.** Grantor and Lender each represent that their respective attorneys have reviewed this IP Security Agreement and that they have discussed this IP Security Agreement with their attorneys.

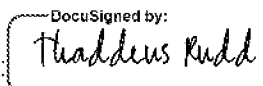
8.10 **Section and Heading Titles.** The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this IP Security Agreement.

8.11 **Usage.** For purposes of this Agreement: (a) the singular includes the plural and the plural includes the singular; (b) the words “and” and “or” are used in the conjunctive or disjunctive as the sense and circumstances may require; (c) any form of the word “include” shall be deemed to be followed by the words “without limitation”; and (d) whenever a party is permitted or restricted from taking any action hereunder, such party shall also be permitted or restricted from directly or indirectly authorizing such action.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**MOM & POP MUSIC CO. LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
40018F410A8B4C5  
Name: Thaddeus Rudd  
Title: Manager

**ADDRESS:**

1140 Broadway, Suite 1505  
New York, New York 10001



**ACCEPTED AND ACKNOWLEDGED BY:**

**PINNACLE BANK**

By: 

Name: Edwin Andrew Moats  
Title: Executive Vice President

ADDRESS:

150 Third Avenue South  
Nashville, TN 37201  
Attention: Andy Moats

**Schedule A To Security Agreement**  
**REGISTERED OR FILED INTELLECTUAL PROPERTY**

[See attached.]

**ATTACHMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS**

<b>Description</b>	<b>Owner Registration #</b>	<b>License (if any)</b>	<b>Type (Trademark, Patent, Copyright, etc.)</b>
Musical Sound Recordings; Video Recordings featuring music in Class 9	3,746,221		Trademark
Record production services; production of live musical performances; information services relating to the music industry, musical sound recordings, music videos and musical artists offered over the internet in Class 41	3,715,088		Trademark

Artist	Title of Recording	Title of Larger Work	Type of Larger Work	Name(s) of Co-owner (Licensor)	Registration Filed With
Alice Merton	Learn To Live	MINT +4	Album	Paper Plane Records International	No
Alice Merton	2 Kids	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Homesick	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Speak Your Mind	MINT +4	Album	Paper Plane Records International	No
Alice Merton	I Don't Hold A Grudge	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Honeymoon Heartbreak	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Trouble In Paradise	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Easy	MINT +4	Album	Paper Plane Records International	No
Alice Merton	PCH	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Keeps Me Awake	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Back To Berlin	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Why So Serious	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Funny Business	MINT +4	Album	Paper Plane Records International	No
Alice Merton	No Roots	MINT +4	Album	Paper Plane Records International	No
Alice Merton	Jealousy	No Roots EP	Album	Paper Plane Records International	No
Alice Merton	Hit the Ground Running	No Roots EP	Album	Paper Plane Records International	No
Alice Merton	Lie to my Face	No Roots EP	Album	Paper Plane Records International	No
Alice Merton	Lash Out	No Roots EP	Album	Paper Plane Records International	No
Alina Baraz	Buzzin	Buzzin	Single	Alina Baraz, LLC	No
Alina Baraz	Feels Right	Feels Right	Single	Alina Baraz, LLC	No
Alina Baraz	Lavender and Velvet	Lavender and Velvet	Single	Alina Baraz, LLC	No
Alina Baraz	To Me	To Me	Single	Alina Baraz, LLC	No
Alina Baraz	Fallin	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	Floating (feat. Khalid)	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	High	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	Coming To My Senses	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	I Don't Even Know Why Though	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	Tainted	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	The One (feat. Jada)	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	Yours	The Color Of You	Album	Alina Baraz, LLC	No
Alina Baraz	Electric (feat. Khalid)	The Color Of You	Album	Alina Baraz, LLC	No
Courtney Barn Avant Gardener	Courtney Barn Avant Gardener	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Anonymous Club	Courtney Barn Anonymous Club	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Are You Looking After Yourself	Courtney Barn Are You Looking After Yourself	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Canned Tomatoes (Whole)	Courtney Barn Canned Tomatoes (Whole)	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn David	Courtney Barn David	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Don't Apply Compression Gently	Courtney Barn Don't Apply Compression Gently	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn History Eraser	Courtney Barn History Eraser	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Lance Jr.	Courtney Barn Lance Jr.	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No

Courtney Barn Ode to Odetta	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Out of the Woodwork	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Porcelain	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Scotty Says	The Double Ep: A Sea of Spilt Peas	Album	Marathon Artists Limited	No
Courtney Barn Illustration of Loneliness (Sleepless in New York)	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Aqua Profonda!	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Boxing Day Blues	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Dead Fox	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Debbie Downer	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Elevator Operator	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Kim's Caravan	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Nobody Really Cares If You Don't Go to the Party	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Small Poppies	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Depreston	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Pedestrian at Best	Sometimes   Sit and Think, And Sometimes   Just Sit	Album	Marathon Artists Limited	No
Courtney Barn Charity	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn City Looks Pretty	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Crippling Self Doubt And A General Lack Of Self C	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Help Your Self	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Hopelessness	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn I'm Not Your Mother, I'm Not Your Bitch	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Nameless, Faceless	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Need A Little Time	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Walkin' On Eggshells	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn Sunday Roast	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
Courtney Barn How to Boil an Egg	Tell Me How You Really Feel	Album	Marathon Artists Limited	No
FIDLAR	Get Off My Rock	Album	Marathon Artists Limited	No
FIDLAR	Can't You See	Album	Marathon Artists Limited	No
FIDLAR	By Myself	Album	Marathon Artists Limited	No
FIDLAR	Flake	Album	Marathon Artists Limited	No
FIDLAR	Almost Free	Album	Marathon Artists Limited	No
FIDLAR	Almost Free	Album	Marathon Artists Limited	No
FIDLAR	Scam Likely	Album	Marathon Artists Limited	No
FIDLAR	Called You Twice (ft. K.Fray)	Album	Marathon Artists Limited	No
FIDLAR	Nitke	Album	Marathon Artists Limited	No
FIDLAR	Too Real!	Album	Marathon Artists Limited	No
FIDLAR	Kick	Album	Marathon Artists Limited	No
FIDLAR	Thought. Mouth.	Album	Marathon Artists Limited	No
FIDLAR	Good Times Are Over	Album	Marathon Artists Limited	No
FIDLAR	Alcohol	Single	Marathon Artists Limited	No
FIDLAR	Cheap Beer	Album	Marathon Artists Limited	No
FIDLAR	Stoked and Broke	Album	Marathon Artists Limited	No
FIDLAR	White on White	Album	Marathon Artists Limited	No
FIDLAR	No Waves	Album	Marathon Artists Limited	No
FIDLAR	Whore	Album	Marathon Artists Limited	No

FIDLAR	Max Can't Surf	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Blackout Stout	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Wake Bake Skate	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Gimme Something	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	5 to 9	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	LDA	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Paycheck	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Wait for the Man	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Cocaine	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	40oz. On Repeat	FIDLAR	Album	FIDLAR, a California partnership	No
FIDLAR	Punks	Too	Album	FIDLAR, a California partnership	No
FIDLAR	West Coast	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Why Generation	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Sober	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Leave Me Alone	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Drone	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Overdose	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Hey Johnny	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Stupid Decisions	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Bad Medicine	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Bad Habits	Too	Album	FIDLAR, a California partnership	No
FIDLAR	Awkward	Awkward	Single	FIDLAR, a California partnership	No
FIDLAR	Got No Money	Got No Money	Single	FIDLAR, a California partnership	No
FIDLAR	No Ass	No Ass	Single	FIDLAR, a California partnership	No
FIDLAR	Sabotage	Sabotage	Single	FIDLAR, a California partnership	No
FIDLAR	Sintra	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Holdin On	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Left Alone feat. Chet Faker	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Sleepless feat. Jezzabell Doran	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	On Top feat. T Shift	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Stay Close	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Insane feat. Moon Holiday	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Change	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Ezra	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	More Than You Thought	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Space Cadet	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Bring You Down feat. George Maple	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Warm Thoughts	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	What You Need	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Star Eyes	Album	Album	Future Classic Pty Ltd.	No
FIDLAR	Intro (feat. Statley)	Album: Deluxe Edition	Album	Future Classic Pty Ltd.	No
FIDLAR	Space Cadet (feat. Ghostface Killah & Autre Ne Veus)	Album: Deluxe Edition	Album	Future Classic Pty Ltd.	No
FIDLAR	Insane (feat. Killer Mike & Moon Holiday)	Album: Deluxe Edition	Album	Future Classic Pty Ltd.	No
FIDLAR	Stay Close (feat. Raddy Jarnes, Aaron Cohen & Aze)	Album: Deluxe Edition	Album	Future Classic Pty Ltd.	No

Flume	Headlin On (feat. Freddie Gibbs)	Flume: Deluxe Edition	Album	Future Classic Pty Ltd.	No
Flume	Change (feat. How To Dress Well)	Flume: Deluxe Edition	Album	Future Classic Pty Ltd.	No
Flume	Warm Thoughts (feat. Grande Marshall & Gofie)	Flume: Deluxe Edition	Album	Future Classic Pty Ltd.	No
Flume	Sheepass (feat. Twin Shadow & Jazzebel Dorian)	Flume: Deluxe Edition	Album	Future Classic Pty Ltd.	No
Flume	Helix	Skin	Album	Future Classic Pty Ltd.	No
Flume	Never Be Like You feat. Kai	Skin	Album	Future Classic Pty Ltd.	No
Flume	Lose It feat. Vic Mensa	Skin	Album	Future Classic Pty Ltd.	No
Flume	Numb & Getting Colder feat. Kucka	Skin	Album	Future Classic Pty Ltd.	No
Flume	Say It feat. Tove Lo	Skin	Album	Future Classic Pty Ltd.	No
Flume	Wall Fuck	Skin	Album	Future Classic Pty Ltd.	No
Flume	Wall Fuck	Skin	Album	Future Classic Pty Ltd.	No
Flume	Pika	Skin	Album	Future Classic Pty Ltd.	No
Flume	Smoke & Retribution feat. Vince Staples & Kucka	Skin	Album	Future Classic Pty Ltd.	No
Flume	3	Skin	Album	Future Classic Pty Ltd.	No
Flume	When Everything Was New	Skin	Album	Future Classic Pty Ltd.	No
Flume	You Know feat. Allan Kingdom & RaeKwon	Skin	Album	Future Classic Pty Ltd.	No
Flume	Take A Chance feat. Little Dragon	Skin	Album	Future Classic Pty Ltd.	No
Flume	Innocence feat. AlunaGeorge	Skin	Album	Future Classic Pty Ltd.	No
Flume	Like Water feat. MNDR	Skin	Album	Future Classic Pty Ltd.	No
Flume	Free	Skin	Album	Future Classic Pty Ltd.	No
Flume	Tiny Cities feat. Beck	Skin	Album	Future Classic Pty Ltd.	No
Flume	TRUST feat. Isabella Manfredi	Skin Companion EP I	Album	Future Classic Pty Ltd.	No
Flume	v	Skin Companion EP I	Album	Future Classic Pty Ltd.	No
Flume	Heater	Skin Companion EP I	Album	Future Classic Pty Ltd.	No
Flume	Quirk	Skin Companion EP I	Album	Future Classic Pty Ltd.	No
Flume	Enough feat. Pusha T	Skin Companion EP II	Album	Future Classic Pty Ltd.	No
Flume	Weekend feat. Moses Sumney	Skin Companion EP II	Album	Future Classic Pty Ltd.	No
Flume	Depth Charge	Skin Companion EP II	Album	Future Classic Pty Ltd.	No
Flume	Fantastic feat. Dave Glass Animals	Skin Companion EP II	Album	Future Classic Pty Ltd.	No
Flume	Some Minds (feat. Andrew Wyatt)	Some Minds (feat. Andrew Wyatt)	Single	Future Classic Pty Ltd.	No
Jai Wolf	This Space In My Heart Is For You	Kindred Spirits	Album	Bengali Boy, Inc	No
Jai Wolf	Indian Summer	Kindred Spirits	Album	Bengali Boy, Inc	No
Jai Wolf	Gravy (feat. JMR)	Kindred Spirits	Album	Bengali Boy, Inc	No
Jai Wolf	Like It's Over (feat. MNDR)	Kindred Spirits	Album	Bengali Boy, Inc	No
Jai Wolf	The World Is Curs	Kindred Spirits	Album	Bengali Boy, Inc	No
Jai Wolf	Drive (feat. Chain Gang of 1974)	Kindred Spirits	Album	Bengali Boy, Inc	No
Jai Wolf	Intro	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Lose My Mind (feat. Mr Gabriel)	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Telepathy	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Still Sleeping	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	This Song Reminds Me Of You	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Manic Pixie Dream	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	It All Started With A Feeling	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Better Apart (feat. Dressed)	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Drowning (feat. Robokid)	The Cure To Loneliness	Album	Bengali Boy, Inc	No

Jai Wolf	Half Hearted Interlude	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Your Way (feat. Day Wave)	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Around The World (feat. Now, Now)	The Cure To Loneliness	Album	Bengali Boy, Inc	No
Jai Wolf	Lost (feat. Chelsea Jade)	Lost (feat. Chelsea Jade)	Single	Bengali Boy, Inc	No
Jai Wolf	Starlight	Starlight	Single	Bengali Boy, Inc	No
Lucius	Almighty Gosh	Good Grief	Album	Wildewoman LLC	No
Lucius	Almost Makes Me Wish For Rain	Good Grief	Album	Wildewoman LLC	No
Lucius	Better Look Back	Good Grief	Album	Wildewoman LLC	No
Lucius	Born Again Teen	Good Grief	Album	Wildewoman LLC	No
Lucius	Dusty Trails	Good Grief	Album	Wildewoman LLC	No
Lucius	Gone Insane	Good Grief	Album	Wildewoman LLC	No
Lucius	Madness	Good Grief	Album	Wildewoman LLC	No
Lucius	My Heart Got Caught on Your Sleeve	Good Grief	Album	Wildewoman LLC	No
Lucius	Truce	Good Grief	Album	Wildewoman LLC	No
Lucius	What We Have (to Change)	Good Grief	Album	Wildewoman LLC	No
Lucius	Eventually	NUDES	Album	Wildewoman LLC	No
Lucius	Feels Like A Curse	NUDES	Album	Wildewoman LLC	No
Lucius	Goodnight, Irene feat. Roger Waters	NUDES	Album	Wildewoman LLC	No
Lucius	Million Dollar Secret feat. Nels Cline	NUDES	Album	Wildewoman LLC	No
Lucius	Neighbors	NUDES	Album	Wildewoman LLC	No
Lucius	Right Down The Line	NUDES	Album	Wildewoman LLC	No
Lucius	Something About You	NUDES	Album	Wildewoman LLC	No
Lucius	Woman	NUDES	Album	Wildewoman LLC	No
Lucius	Don't Just Sit There	Wildewoman	Album	Wildewoman LLC	No
Lucius	Go Home	Wildewoman	Album	Wildewoman LLC	No
Lucius	Hey, Doreen	Wildewoman	Album	Wildewoman LLC	No
Lucius	How Loud Your Heart Gets	Wildewoman	Album	Wildewoman LLC	No
Lucius	Monsters	Wildewoman	Album	Wildewoman LLC	No
Lucius	Nothing Ordinary	Wildewoman	Album	Wildewoman LLC	No
Lucius	Tempest	Wildewoman	Album	Wildewoman LLC	No
Lucius	Turn It Around	Wildewoman	Album	Wildewoman LLC	No
Lucius	Two of Us on the Run	Wildewoman	Album	Wildewoman LLC	No
Lucius	Until We Get There	Wildewoman	Album	Wildewoman LLC	No
Lucius	Wildewoman	Wildewoman	Album	Wildewoman LLC	No
Lucius	Everybody Wants to Rule the World	Wildewoman	Album	Wildewoman LLC	No
Lucius	Genevive	Wildewoman	Album	Wildewoman LLC	No
Lucius	Pulling Teeth	Wildewoman	Album	Wildewoman LLC	No
Lucius	Punisher	Punisher	Single	Wildewoman LLC	No
Tash Sultana	Seed (Intro)	Flow State LP	Album	Tash Sultana Pty Ltd	No
Tash Sultana	Egg Smoke	Flow State LP	Album	Tash Sultana Pty Ltd	No
Tash Sultana	Cigarettes	Flow State LP	Album	Tash Sultana Pty Ltd	No
Tash Sultana	Murder to the Mind (Album Mix)	Flow State LP	Album	Tash Sultana Pty Ltd	No
Tash Sultana	Seven	Flow State LP	Album	Tash Sultana Pty Ltd	No
Tash Sultana	Salvation	Flow State LP	Album	Tash Sultana Pty Ltd	No



Tash Sultana	Pink Moon	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Melkior Marmakade	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Harvest Love	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Nyctik (Album Mix)	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Free Mind	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Blackbird	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Cutro	Flow State LP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Synergy	Notion - EP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Gemini	Notion - EP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Notion	Notion - EP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Jungle	Notion - EP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Big Smoke Pt 1 (Live)	Notion - EP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Big Smoke Pt 2 (Live)	Notion - EP	Album	Tash Sultana Ply Ltd	No
Tash Sultana	Can't Buy Happiness	Can't Buy Happiness	Single	Tash Sultana Ply Ltd	No
Tycho	Easy	Weather	Album	Tycho/Tycho Songs	No
Tycho	Pink & Blue	Weather	Album	Tycho/Tycho Songs	No
Tycho	Japan	Weather	Album	Tycho/Tycho Songs	No
Tycho	Into The Woods	Weather	Album	Tycho/Tycho Songs	No
Tycho	Skate	Weather	Album	Tycho/Tycho Songs	No
Tycho	Far How Long	Weather	Album	Tycho/Tycho Songs	No
Tycho	No Stress	Weather	Album	Tycho/Tycho Songs	No
Tycho	Weather	Weather	Album	Tycho/Tycho Songs	No
Beach Bunny	Promises	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Cuffing Season	Honeymoon	Album	Beach Bunny	No
Beach Bunny	April	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Rearview	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Ms. California	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Colorblind	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Racetrack	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Dream Boy	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Cloud 9	Honeymoon	Album	Beach Bunny	No
Beach Bunny	Painkiller	Prom Queen	Album	Beach Bunny	No
Beach Bunny	Prom Queen	Prom Queen	Album	Beach Bunny	No
Beach Bunny	Goodbye Summer :(	Prom Queen	Album	Beach Bunny	No
Beach Bunny	6 Weeks	Prom Queen	Album	Beach Bunny	No
Beach Bunny	Adulging	Prom Queen	Album	Beach Bunny	No
Beach Bunny	Sports	Sports	Single	Beach Bunny	No
CAAMP	Penny, Heads Up	By and By	Album	CAAMP	No
CAAMP	Feels Like Home	By and By	Album	CAAMP	No
CAAMP	Keep the Blues Away	By and By	Album	CAAMP	No
CAAMP	No Sleep	By and By	Album	CAAMP	No
CAAMP	Peach Fuzz	By and By	Album	CAAMP	No
CAAMP	Wolf Song	By and By	Album	CAAMP	No
CAAMP	Wonderbar	By and By	Album	CAAMP	No

CAAMP	On & On & On	By and By	Album	CAAMP	No
CAAMP	Moonsmoke	By and By	Album	CAAMP	No
CAAMP	Huckleberry Love	By and By	Album	CAAMP	No
CAAMP	By and By	By and By	Album	CAAMP	No
CAAMP	Of Love and Life	By and By	Album	CAAMP	No
Ashe	Bachelorette	Moral of the Story: Chapter 2	Album	Ashe	No
Ashe	Cold in California	Cold in California	Album	Ashe	No
Ashe	Cold in California	Cold in California	Album	Ashe	No
Ashe	Cold in California	Cold in California	Album	Ashe	No
Ashe	Immature	Cold in California	Album	Ashe	No
Ashe	Not How It's Supposed To Go	Cold in California	Album	Ashe	No
Ashe	Cold in California (feat. Gavin Haley)	Cold in California (feat. Gavin Haley)	Album	Ashe	No
Ashe	Girl Who Cried Wolf - Single	Girl Who Cried Wolf - Single	Single	Ashe	No
Ashe	In Disguise	In Disguise	Single	Ashe	No
Ashe	Shitty Places, Pretty Faces	Moral of the Story: Chapter 1	Album	Ashe	No
Ashe	Figured Out	Moral of the Story: Chapter 1	Album	Ashe	No
Ashe	Moral of the Story	Moral of the Story: Chapter 1	Album	Ashe	No
Ashe	In Disguise	Moral of the Story: Chapter 1	Album	Ashe	No
Ashe	After Life	Moral of the Story: Chapter 2	Album	Ashe	No
Ashe	Choirs	The Rabbit Hole - EP	Album	Ashe	No
Ashe	Sometimes People Suck	The Rabbit Hole - EP	Album	Ashe	No
Ashe	Wrong Side of Myself	The Rabbit Hole - EP	Album	Ashe	No
Ashe	We Get High	The Rabbit Hole - EP	Album	Ashe	No
Ashe	Someone To Lose	The Rabbit Hole - EP	Album	Ashe	No
Ashe	Real Love	The Rabbit Hole - EP	Album	Ashe	No
Ashe	Used to It	Used to It	Single	Ashe	No
Ashe	Used To It (Aire Atlantica Remix)	Used To It (Remixes)	Single	Ashe	No
Ashe	Used To It (Jorgen Oddegard Remix)	Used To It (Remixes)	Single	Ashe	No
Ashe	Used To It (MIG50 Remix)	Used To It (Remixes)	Single	Ashe	No
Ashe	Used To It (Stripped)	Used To It (Stripped)	Single	Ashe	No

SUPPLEMENTAL ATTACHMENT TO INTELLECTUAL PROPERTY SECURITY  
AGREEMENT

Copyrights – Supplemental List

1. Strangers
2. You Were On My Mind
3. My Heart Got Caught On Your Sleeve – DEMO
4. Dusty Trails – DEMO
5. Better Look Back – DEMO
6. Let's Dance