

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Songspace, Inc.		07/05/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Songspace Acquisition LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>Internal Address:</b>	Corporation Trust Center		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4840496	SONGSPACE	
<b>Registration Number:</b>	4481031	SONGSPACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7035493278		
<b>Email:</b>	bryce.maynard@bipc.com		
<b>Correspondent Name:</b>	Bryce J. Maynard		
<b>Address Line 1:</b>	1737 King Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>NAME OF SUBMITTER:</b>	Bryce J. Maynard		
<b>SIGNATURE:</b>	/Bryce J. Maynard/		
<b>DATE SIGNED:</b>	05/15/2020		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**Intellectual Property Assignment**"), dated as of {DATE}, is made by Songspace, Inc., a Delaware corporation, located at {STREET ADDRESS}, {CITY}, {STATE} {ZIP CODE} ("**Seller**"), in favor of Songspace Acquisition LLC, a Delaware limited liability company, located at {STREET ADDRESS}, {CITY}, {STATE} {ZIP CODE} ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of {DATE} (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) (i) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark Registrations**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Registrations; and (ii) all trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by;

(b) all copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("**Copyrights**");

(c) all internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(d) mask works, and all registrations, applications for registration, and renewals thereof;

(e) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof;

(f) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein ("**Trade Secrets**");

(g) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("**Software**");

(h) rights of publicity;

(i) all other intellectual or industrial property and proprietary rights;

(j) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(k) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(l) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Registrations to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Capitalized Terms. For purposes of this Intellectual Property Assignment, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

7. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment as of the date first written above.

SONGSPACE, INC.

By [Signature]

Name: Robert Clement

Title: Chief Executive Officer

Address for Notices:

1100 3<sup>rd</sup> Ave North, Apartment 337

Nashville, TN 37208

ACKNOWLEDGMENT

STATE OF TENNESSEE )

) SS.

COUNTY OF DAVIDSON )

On the 5<sup>th</sup> day of JULY, 2019, before me personally appeared ROBERT CLEMENT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the CHIEF EXECUTIVE OFFICER of Songspace, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Songspace, Inc. for the uses and purposes mentioned in the instrument.

My Commission

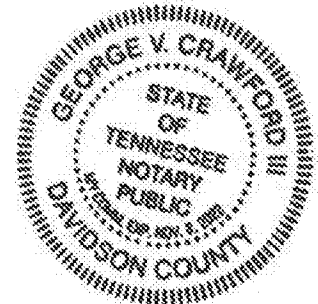
Expires:

11/8/2022

[Signature]

Notary Public

Printed Name: GEORGE V. CRAWFORD III



AGREED TO AND ACCEPTED:

SONGSPACE ACQUISITION LLC

By 

Name: DAVID B. DRIESSEN

Title: MANAGING DIRECTOR, FUGA N.A. LLC

Address for Notices:

[[STREET ADDRESS]

{CITY}, {STATE CODE} {ZIP CODE}]]

{CITY}, {STATE CODE} {ZIP CODE}]

ACKNOWLEDGMENT

STATE OF New York )


) SS.

COUNTY OF Kings )

On the 5<sup>th</sup> day of July 2019, before me personally appeared David B. Driessen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Director of Songspace Acquisition LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Songspace Acquisition LLC for the uses and purposes mentioned in the instrument.

My Commission

Expires: 7/2/22



Notary Public

Printed Name: Hon Ting Lung

LUNG HON TING  
Notary Public, State of New York  
Reg. No. 01LU6377248  
Qualified in Kings County  
Commission Expires July 2, 2022