

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JGB Collateral, LLC		08/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LiveXLive Media, Inc.		
Street Address:	9200 Sunset Boulevard		
Internal Address:	Suite 1201		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Corporation: 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:	2122036651		
<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:	2122036651		
Email:	docketing@boagjp.com		
Correspondent Name:	David A. Boag		
Address Line 1:	175 Varick St.		
Address Line 4:	New York, NEW YORK 10014		
NAME OF SUBMITTER:	David A. Boag		
SIGNATURE:	/David A. Boag/		
DATE SIGNED:	09/10/2020		
Total Attachments: 6			
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OP \$115.00 4291753

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August 31, 2020

LiveXLive Media, Inc.
9200 Sunset Boulevard, Suite #1201
West Hollywood, CA 90069
Attention: Michael Zemetra, CFO

Dear Mike:

Reference is hereby made to that certain Securities Purchase Agreement, dated as of June 29, 2018 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions, the "Purchase Agreement"), whereby LiveXLive Media, Inc., a Delaware Corporation (the "Company"), issued to the purchasers signatory thereto (the "Holders" and each a "Holder"), and the Holders acquired from the Company, [REDACTED] Original Issue Discount Senior Secured Debentures due June 29, 2021, as amended on February 11, 2019, July 25, 2019 and January 31, 2020 (collectively, the "Debentures"). Capitalized terms used and not defined in this payoff letter (this "Letter") shall have the respective meanings given such terms in the Purchase Agreement or the Debentures, as applicable.

The Company has advised the Agent that it intends to repay in full the indebtedness and other obligations of the Company (collectively, the "Obligations") under the Debentures, the other Transaction Documents and all other agreements, documents and instruments executed and delivered pursuant thereto (including, without limitation, any Deposit Control Account Agreement or similar agreements) (collectively, the "Existing Transaction Documents"). As of 5:30 p.m. Eastern Time on August 31, 2020 (the "Repayment Date"), the indebtedness and any other obligations of the Company and its subsidiaries to JGB under the Debentures and the other Existing Transaction Documents, including all accrued interest, fees and expenses, if any, payable with respect thereto, will be [REDACTED] in the aggregate (the "Debentures Repayment Amount").

Payment of the Debentures Repayment Amount should be made to each by wire transfer of United States dollars in immediately available funds in the amounts and accordance with instructions set forth on Exhibit A.

In consideration of receipt by the Agent of the Debentures Repayment Amount on the Repayment Date or such other later date as provided herein above, each of the Agent and Holders hereby:

(i) acknowledges and agrees that payment of the Debentures Repayment Amount as provided herein above will constitute payment in full of all of the indebtedness, liabilities and other Obligations (as defined in the Security Agreement) of the Company and its subsidiaries under the Debentures and the other Existing Transaction Documents, provided, that Section 4.9 of the Purchase Agreement shall survive the payment of the Debentures Repayment Amount; and

(ii) agrees that, upon such receipt by the Holders of the Debentures Repayment Amount:

(A) all security interests, encumbrances and other Liens (including, without limitation, liens granted pursuant to the Security Agreement) which the Company and/or its subsidiaries may have granted to the Agent and/or the Secured Parties, on or against the Collateral shall be automatically released and terminated and all of the Existing Transaction Documents shall automatically terminate, except for Section 4.9 of the Purchase Agreement which shall survive;

(B) all Guarantees which Guarantors or other persons may have issued to the Agent and/or the Secured Parties in connection with the Debentures and the other Existing Transaction Documents, shall be automatically released and terminated and all of the existing documents supporting such guarantees shall automatically terminate;

(C) at the request of the Company and solely at the expense of the Company, the Agent and the Holders shall promptly take such commercially reasonable actions necessary or appropriate to further effect and evidence the foregoing; and

(D) the Company and its attorneys shall be, and hereby are, authorized, without any further authorization or consent of the Agent and/or Secured Parties, to (i) terminate any Deposit Control Account Agreement or similar agreements established by the Company, the Guarantors or any other subsidiaries of the Company or Guarantors for the benefit of the Agent and/or Secured Parties (ii) file termination statements with respect to all Uniform Commercial Code financing statements filed by or for the benefit of the Agent and/or Secured Parties against the Company, the Guarantors or any other subsidiaries of the Company or Guarantors.

(1) **THE COMPANY AND EACH GUARANTOR (THE "COMPANY PARTIES" AND EACH A "COMPANY PARTY") HEREBY ACKNOWLEDGE THAT AS OF THE DATE HEREOF NO COMPANY PARTY HAS ANY DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM THE HOLDERS, AGENT OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ATTORNEYS (COLLECTIVELY, "THE HOLDER GROUP"). FOR GOOD AND VALUABLE CONSIDERATION, EACH COMPANY PARTY HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES THE HOLDERS, THE AGENT AND EACH MEMBER OF THE HOLDER GROUP FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, THAT ANY COMPANY PARTY MAY NOW OR HEREAFTER HAVE AGAINST THE HOLDERS, THE AGENT OR ANY MEMBER OF THE HOLDER GROUP, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE. EACH COMPANY PARTY HEREBY COVENANTS AND AGREES NEVER TO INSTITUTE ANY ACTION OR SUIT AT LAW OR IN EQUITY, NOR INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION OF ANY CLAIM, ACTION OR CAUSE OF ACTION, RIGHTS TO RECOVER DEBTS OR DEMANDS OF ANY NATURE AGAINST THE HOLDERS, THE AGENT OR ANY MEMBER OF THE HOLDER GROUP ARISING OUT OF OR RELATED TO ANY OF SUCH PERSON'S ACTIONS, OMISSIONS, STATEMENTS, REQUESTS OR DEMANDS IN ADMINISTERING, ENFORCING, MONITORING, COLLECTING OR ATTEMPTING TO COLLECT THE OBLIGATIONS.**

EACH COMPANY PARTY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND BENEFITS UNDER THE TERMS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(2) THIS LETTER SHALL BE GOVERNED BY AND CONSTRUCTED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

At the expense of the Company, the Agent and the Secured Parties further agree to promptly deliver or cause to be delivered (a) to the Company, each original Debenture issued to the Holders and (b) to the Company such other terminations (including, without limitation, Uniform Commercial Code termination statements) and authorizations to terminate and release, in each case in form and substance reasonably satisfactory to the Company as the Company may reasonably request to authorize, evidence and/or effect the termination and release by the Agent and the Secured Parties of all security interests and liens granted to the Agent and/or the Secured Parties pursuant to the Existing Transaction Documents in the property and assets of the Company, the Guarantors and/or any other subsidiaries of the Company or Guarantors.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

This Letter may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Letter.

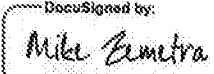
Very truly yours,
JGB Collateral LLC



By: _____
Name: Brett Cohen
Title: Executive

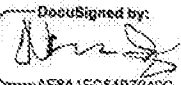
ACKNOWLEDGED AND AGREED
as of August 31, 2020

LiveXLive Media, Inc.

DocuSigned by:

By: _____
Name: Michael Zemetra
Title: CFO

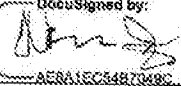
ACKNOWLEDGED AND AGREED
as of August 31, 2020

Courtside, LLC

DocuSigned by:

By: _____
Name: Norman
Title: Executive

ACKNOWLEDGED AND AGREED
as of August 31, 2020

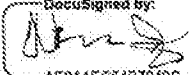
Courtside Group, Inc.

DocuSigned by:

By: _____
Name: Norman
Title: Executive

ACKNOWLEDGED AND AGREED

as of August 31, 2020

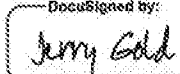
PodcastOne Sales, LLC

DocuSigned by:

By: _____
Name: Norman
Title: Executive

ACKNOWLEDGED AND AGREED

as of August 31, 2020

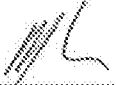
LiveXLive PodcastOne, Inc.

DocuSigned by:

By: _____
Name: Jerome N. Gold
Title: Executive Vice President

ACKNOWLEDGED AND AGREED

as of August 31, 2020


JGB Partners, LP

By:  _____
Name: Brett Cohen
Title: Executive

ACKNOWLEDGED AND AGREED

as of August 31, 2020

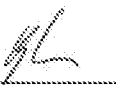
JGB Capital, LP

By:  _____
Name: Brett Cohen
Title: Executive

ACKNOWLEDGED AND AGREED

as of August 31, 2020

JGB (Cayman) Finlaggan Ltd.

By:  _____
Name: Brett Cohen
Title: Executive

JGB Payoff Letter

REDACTED

TRADEMARK
REEL: 007048 FRAME: 0538

Exhibit A

JGB Partners, LP

Debenture Repayment Amount: [REDACTED]

Wire Instructions: Previously provided.

JGB Capital, LP

Debenture Repayment Amount: [REDACTED]

Wire Instructions: Previously provided.

JGB (Cayman) Finlaggan Ltd.

Debenture Repayment Amount: [REDACTED]

Wire Instructions: Previously provided.

JGB Payoff Letter