

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598125

<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>
LIVEXLIVE MEDIA, INC.		09/15/2020	Corporation: DELAWARE
SLACKER, INC.		09/15/2020	Corporation: DELAWARE
LIVEXLIVE, CORP.		09/15/2020	Corporation: DELAWARE
LXL STUDIOS, INC.		09/15/2020	Corporation: DELAWARE
LXL INFLUENCERS, INC.		09/15/2020	Corporation: DELAWARE
LIVEXLIVE EVENTS, LLC		09/15/2020	Limited Liability Company: DELAWARE
REACT PRESENTS, LLC		09/15/2020	Limited Liability Company: DELAWARE
SPRING AWAKENING, LLC		09/15/2020	Limited Liability Company: ILLINOIS
SUMMER SET MUSIC AND CAMPING FESTIVAL, LLC		09/15/2020	Limited Liability Company: ILLINOIS
LIVEXLIVE PODCASTONE, INC		09/15/2020	Corporation: DELAWARE
COURTSIDE GROUP, INC.		09/15/2020	Corporation: DELAWARE
COURTSIDE, LLC		09/15/2020	Limited Liability Company: DELAWARE
PODCASTONE SALES, LLC		09/15/2020	Limited Liability Company: CALIFORNIA
KOKO (CAMDEN) HOLDINGS (US), INC.		09/15/2020	Corporation: DELAWARE
LIVEXLIVE TICKETS, INC.		09/15/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HARVEST SMALL CAP PARTNERS, L.P.		
<b>Street Address:</b>	505 MONTGOMERY STREET, SUITE 1250		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	HARVEST SMALL CAP PARTNERS MASTER, LTD.		
<b>Street Address:</b>	505 MONTGOMERY STREET, SUITE 1250		
<b>City:</b>	SAN FRANCISCO		

OP \$165.00 4291753

TRADEMARK

<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4291753	S
<b>Registration Number:</b>	3436887	SLACKER
<b>Registration Number:</b>	3612892	SLACKER
<b>Registration Number:</b>	3494660	SLACKER
<b>Registration Number:</b>	4434591	COURTSIDE ENTERTAINMENT GROUP
<b>Registration Number:</b>	4556933	PODCASTONE

**CORRESPONDENCE DATA**

**Fax Number:** 5135796457

*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:** 5135796590

**Email:** mmusekamp@kmklaw.com

**Correspondent Name:** Mark Eric Musekamp

**Address Line 1:** 1 E. 4th St., Ste. 1400

**Address Line 4:** Cincinnati, OHIO 45202

**ATTORNEY DOCKET NUMBER:** NO8100.SE0001

**NAME OF SUBMITTER:** Mark Eric Musekamp

**SIGNATURE:** /Mark Eric Musekamp/

**DATE SIGNED:** 09/16/2020

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of September 15, 2020, is made by LiveXLive Media, Inc., a Delaware corporation (the “Company”), and the other Debtors a party hereto (together with the Company, each individually a “Debtor” and collectively, the “Debtors”), in favor of the holder(s) of the Company’s 8.5% Original Issue Discount Secured Notes due September 15, 2022, in the original aggregate principal amount of \$15,000,000 (collectively, the “Note”) that is a signatory hereto, and its endorsees, transferees and assigns (collectively, the “Secured Party”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement (as defined below).

### RECITALS

WHEREAS, pursuant to that certain the Securities Purchase Agreement, dated as of July 2, 2020, as amended on July 30, 2020, among the Company and the Secured Party (as amended, modified or supplemented from time to time, the “Purchase Agreement”), the Secured Party has agreed to extend the loans to the Company evidenced by the Note;

WHEREAS, in order to induce the Secured Party to extend the loans evidenced by the Note, each Debtor has agreed to execute and deliver to the Secured Party that certain Security Agreement dated as of September 15, 2020 (as amended, modified or supplemented from time to time, the “Security Agreement”), in favor of the Secured Party to grant the Secured Party a security interest in certain property of the Debtors to secure the prompt payment, performance and discharge in full of all of the Debtors obligations under the Note and the other Transaction Documents (as defined in the Purchase Agreement); and

WHEREAS, under the terms of the Security Agreement, the Debtors have granted a security interest to the Secured Party, in, among other property, certain intellectual property of the Debtors, and agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. The Debtors hereby pledge and grant to the Secured Party a security interest in and to all of the right, title and interest of the Debtors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States of America intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all internet domain name registrations and social media accounts or user names (including “handles”) incorporating the Trademarks or owned by each Debtor (“Domain Name Registrations”), including the Domain Name Registrations set forth on Schedule 3 hereto;

(d) the copyright registrations and applications set forth in Schedule 4 hereto, and all extensions and renewals thereof (the “Copyrights”);

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

(f) any rights in patents and patent applications, trademark registrations and applications, copyright registrations and applications, domain name registration, social media accounts, and designs licensed to any Debtor, set forth in Schedule 5 hereto;

(g) 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

(h) any and all claims and causes of action, with respect to any of the foregoing, whether occurring 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. Each Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials in any jurisdiction to record and register this IP Security Agreement upon request by the Secured Party.

3. Transaction Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Security Agreement and the other Transaction Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts

(including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law and Venue. Except to the extent mandatorily governed by the jurisdiction or situs where the IP Collateral is located, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Except to the extent mandatorily governed by the jurisdiction or situs where the IP Collateral is located, each party hereto agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this IP Security Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the County of New Castle, Delaware (the "Delaware Courts"). Except to the extent mandatorily governed by the jurisdiction or situs where the IP Collateral is located, each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under the Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

7. Waiver of Jury Trial. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this IP Security Agreement or the transactions contemplated hereby.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed on the day and year first above written.

**DEBTORS:**

LIVEXLIVE MEDIA, INC.

DocuSigned by:  
*Robert Ellin*  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: CEO

SLACKER, INC.

DocuSigned by:  
*Robert Ellin*  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: CEO

LIVEXLIVE, CORP.

DocuSigned by:  
*Robert Ellin*  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: CEO

LXL STUDIOS, INC.

DocuSigned by:  
*Robert Ellin*  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: CEO

LXL INFLUENCERS, INC.

DocuSigned by:  
*Robert Ellin*  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: CEO

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LIVEXLIVE EVENTS, LLC

DocuSigned by:  
By: Jerry Gold  
Name: Jerome N. Gold  
Title: Executive Vice President

REACT PRESENTS, LLC

DocuSigned by:  
By: Jerry Gold  
Name: Jerome N. Gold  
Title: Authorized Signatory

SPRING AWAKENING, LLC

DocuSigned by:  
By: Jerry Gold  
Name: Jerome N. Gold  
Title: Authorized Signatory

SUMMER SET MUSIC AND CAMPING FESTIVAL, LLC

DocuSigned by:  
By: Jerry Gold  
Name: Jerome N. Gold  
Title: Authorized Signatory

LIVEXLIVE PODCASTONE, INC.

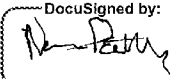
DocuSigned by:  
By: Jerry Gold  
Name: Jerome N. Gold  
Title: Executive Vice President

COURTSIDE GROUP, INC.

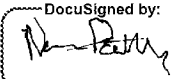
DocuSigned by:  
By: Norman Pattiz  
Name: Norman Pattiz  
Title: Executive Chairman

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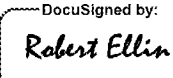
COURTSIDE, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Norman Pattiz  
Title: Executive Chairman

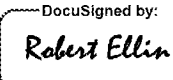
PODCASTONE SALES, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Norman Pattiz  
Title: Executive Chairman

KOKO (CAMDEN) HOLDINGS (US), INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: Executive Chairman and President

LIVEXLIVE TICKETS, INC.

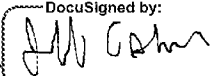
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Robert S. Ellin  
Title: Authorized Signatory

[Secured Party's signature page continues on the following page]

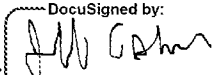


**SECURED PARTY:**

HARVEST SMALL CAP PARTNERS, L.P.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jeffrey Osher  
Title: Managing Member

HARVEST SMALL CAP PARTNERS MASTER, LTD.



DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jeffrey Osher  
Title: Managing Member


## SCHEDULES

### Schedule 1 – Issued Patents and Patent Applications

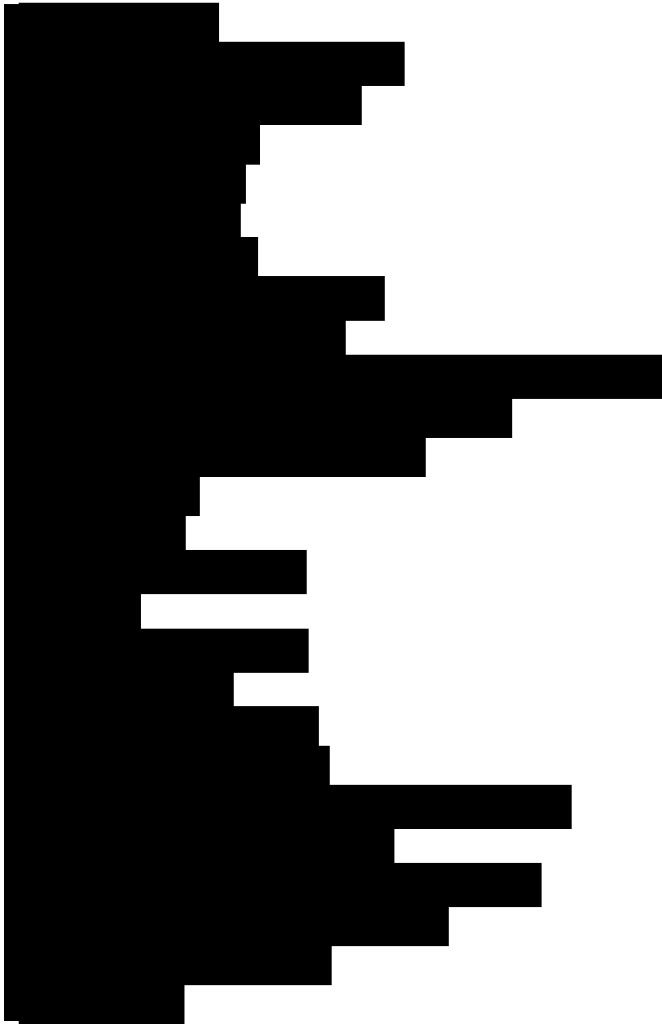
Title	Country	Application No.	Application Date	Registration No.	Owner
METHOD AND DEVICE FOR PLAYBACK OF DIGITAL MEDIA CONTENT	Canada	2667573	10/24/2007		Slacker, Inc.
SYSTEMS AND METHODS FOR PROVIDING USER PERSONALIZED MEDIA CONTENT ON A PORTABLE DEVICE	United States of America	12/582,675	10/20/2009		Slacker, Inc.
SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT	United States of America	13/106,754	5/12/2011	8,443,007	Slacker, Inc.
SYSTEMS AND DEVICES FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT	United States of America	13/768,456	2/15/2013	8,849,820	Slacker, Inc.
METHODS AND SYSTEMS FOR PERSONALIZED RENDERING OF DIGITAL MEDIA CONTENT	United States of America	14/709,318	5/11/2015		Slacker, Inc.
SYSTEM AND METHOD FOR PERSONALIZING PLAYBACK CONTENT THROUGH INTERACTION WITH A PLAYBACK DEVICE	Canada	2680281	3/10/2008		Slacker, Inc.
SYSTEM AND METHOD FOR PERSONALIZING PLAYBACK CONTENT THROUGH INTERACTION WITH A PLAYBACK DEVICE	United States of America	14/550,804	11/21/2014		Slacker, Inc.
SYSTEMS AND METHODS FOR PORTABLE PERSONALIZED RADIO	Canada	2680797	3/13/2008	2680797	Slacker, Inc.
SYSTEMS AND METHODS FOR PORTABLE PERSONALIZED RADIO	European Patent Office	08743865.1	3/13/2008		Slacker, Inc.
SYSTEMS AND METHODS FOR PORTABLE PERSONALIZED RADIO	United States of America	15/229,022	8/4/2016		Slacker, Inc.
METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT	Canada	2672437	12/12/2007	2672437	Slacker, Inc.
METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT	European Patent Office	07869177.1	12/12/2007	EP 2115990 B1	Slacker, Inc.
METHOD AND APPARATUS FOR INTERACTIVE DISTRIBUTION OF DIGITAL CONTENT	United States of America	11/955,299	12/12/2007	6,712,563	Slacker, Inc.
SYSTEM AND METHOD FOR SCORING AND RANKING DIGITAL CONTENT BASED ON ACTIVITY OF NETWORK USERS	United States of America	14/216,877	3/17/2014		Slacker, Inc.

## Schedule 2 – Trademark Registrations and Applications

Trademark	Owner	Registration Number	Registration Date	Filing Jurisdiction
Design (Musical S Note Logo) 	Slacker, Inc.	4291753	2/19/13	United States
SLACKER	Slacker, Inc.	3436887	5/27/08	United States
SLACKER	Slacker, Inc.	3612892	4/28/09	United States
Slacker and Design 	Slacker, Inc.	3494660	9/2/08	United States
SLACKER	Slacker, Inc.	2226983	4/29/08	Argentina
SLACKER	Slacker, Inc.	2225715 (Unable to confirm)	4/29/08	Argentina
SLACKER	Slacker, Inc.	2226716	4/29/08	Argentina
SLACKER	Slacker, Inc.	2226717	4/29/08	Argentina
SLACKER	Slacker, Inc.	829147624	10/9/12	Brazil
SLACKER	Slacker, Inc.	829147594	10/9/12	Brazil
SLACKER	Slacker, Inc.	829147608	10/9/12	Brazil
SLACKER	Slacker, Inc.	TMA831945	9/13/12	Canada
SLACKER	Slacker, Inc.	App. No. 6064124	*Filed 5/22/2007	China
SLACKER	Slacker, Inc.	App. No. 6064125	*Filed 5/22/2007	China
SLACKER	Slacker, Inc.	App. No. 6064126	*Filed 5/22/2007	China
SLACKER	Slacker, Inc.	300874288	8/26/2008	Hong Kong
SLACKER	Slacker, Inc.	1021071	9/7/2011	India
SLACKER	Slacker, Inc.	875993	3/31/2010	India
SLACKER	Slacker, Inc.	876001	3/31/2010	India
SLACKER	Slacker, Inc.	1043362	5/30/08	Mexico
SLACKER	Slacker, Inc.	1029265	3/7/08	Mexico
SLACKER	Slacker, Inc.	1029422	3/10/08	Mexico
SLACKER	Slacker, Inc.	4524486	9/1/08	Republic of South Korea
SLACKER	Slacker, Inc.	1294849	1/1/08	Taiwan
SLACKER	Slacker, Inc.	1303308	3/1/08	Taiwan
SLACKER	Slacker, Inc.	1303350	3/1/08	Taiwan
COURTSIDE ENTERTAINMENT	Courtside, LLC	4434591	11/19/2013	United States

GROUP				
 (Courtside Logo)	Courtside, LLC	4526120	5/6/2014	United States
PODCASTONE	Courtside, LLC	4556933	6/24/2014	United States

**Schedule 3 – Domain Name Registrations and Social Media Accounts**



## Schedule 4 – Copyright Registrations and Applications

None.

**Schedule 5 – Licensed Intellectual Property**

[Redacted]

[Redacted]

[Redacted]