

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Create Music Group, Inc.		09/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First State Bank		
Street Address:	P.O. Box 79		
City:	Gothenburg		
State/Country:	NEBRASKA		
Postal Code:	69138		
Entity Type:	banking corporation: NEBRASKA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5887251	SPLITS	
Registration Number:	5083189	FLIGHTHOUSE	
Serial Number:	88229159	CREATE MUSIC GROUP	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	16124926842		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	512714-00001		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	10/07/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (COPYRIGHTS), (TRADEMARKS)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (COPYRIGHTS), (TRADEMARKS)** (this “**Agreement**”) is made as of September 23, 2020, between the signatory hereto (the “**Grantor**”) in favor of **FIRST STATE BANK** (the “**Lender**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of September 23, 2020 (the “**Security Agreement**”), by and among the Grantor, the other Debtors (as defined therein) party thereto and the Lender; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, granted to the Lender, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Grant of Security. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby grants to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign copyrights (including community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (i) any right to use any Trademark, (ii) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (iii) any right under any Copyright including, without limitation, (A) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (B) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (C) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (D) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (E) any and all proceeds of the foregoing.

Notwithstanding anything to the contrary in this Agreement, the foregoing grant of a security interest and continuing lien shall exclude the following: (i) any governmental licenses or state or local franchises, charters and authorizations to the extent a security interest therein is prohibited by any laws, rules and regulations and government guidelines applicable to the Person, conduct, transaction, agreement or matter in question, including all applicable statutory law, common law and equitable principles, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees (herein, "Applicable Law") of any Governmental Authority (after giving effect to the applicable anti-assignment provisions of the UCC or other Applicable Law); (ii) pledges and security interests prohibited by Applicable Law (with no requirement to obtain the consent of any Governmental Authority or third party, including, without limitation, no requirement to comply with the Federal Assignment of Claims Act or any similar statute) (after giving effect to the applicable anti-assignment provisions of the UCC or other Applicable Law); (iii) any lease, license in which a Debtor is the licensee, permit or agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, permit or agreement or create a right of termination in favor of any other party thereto or otherwise require consent thereunder (after giving effect to the applicable anti-assignment provisions of the UCC or other Applicable Law); (iv) any asset held directly or indirectly by any Subsidiary (A) that is not a Subsidiary that is incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia (herein, "Domestic Subsidiary"), (B) substantially all the assets of which, directly or indirectly, constitute equity interests or indebtedness of one or more "controlled foreign corporations" (as defined in Section 957 of the Internal Revenue Code of 1986), or (C) that is a Domestic Subsidiary of a Subsidiary described in clause (A) or (B); (v) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; (vi) interests in joint ventures and non-wholly owned subsidiaries which cannot be pledged without the consent of third parties (that are not Debtors) (after giving effect to the applicable anti-assignment provisions of the UCC or other Applicable Law); and (vii) any assets acquired in connection with an investment permitted under the Loan Documents subject to Permitted Liens and which are subject to contractual arrangements prohibiting a lien securing the Obligations (that were not entered into in contemplation of such a permitted investment).

Section 2. Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, respectively, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEBRASKA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE FEDERAL AND STATE COURTS OF THE STATE OF NEBRASKA; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND LENDER EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NEBRASKA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEBRASKA. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6. Waiver of Jury Trial. THE GRANTOR, LENDER AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11(b) of the Credit Agreement.

Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

CREATE MUSIC GROUP, INC.,
a Delaware corporation

By: 

Name: Jonathan Strauss

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007072 FRAME: 0284

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (COPYRIGHTS), (TRADEMARKS)

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Grantor	Copyright Title	Registration Number	Registration Date
Create Music Group, Inc.	PILOT	SR0000858551	10/09/2019
Create Music Group, Inc.	HIGHER	PA0002225520	12/03/2019
Create Music Group, Inc.	HIGHER	SR0000861529	11/25/2019
Create Music Group, Inc.	MY TEMPTATIONS	SR0000872331	04/27/2020

Patents - None.

Trademarks

Registered Trademarks

Grantor	Country	Mark	Serial/ Registration No.	Filing/ Registration Date
Create Music Group, Inc.	US	SPLITS	88050933/ 5887251	07/24/2018 10/15/2019
Create Music Group, Inc.	US	FLIGHTHOUSE	86684191/ 5083189	07/06/2015/ 11/15/2016

Trademark Applications

Grantor	Country	Mark	Application Number	Application Date
Create Music Group, Inc.	US	CREATE MUSIC GROUP	88229159	12/13/2018
Create Music Group, Inc.	US	FLIGHTHOUSE	87378306	03/20/2017

Licenses

Licensing Services	Description
Adobe Creative Cloud	Design Software
BitWarden	Password Management
Blazingfast.io	Site Optimization
Browserstack	Site Optimization
Deploybot	Deployment
FineProxy	Secure Development Connections
FullStory	User Action Tracking

Geekbot	Team Coordination
Glassdoor	Hiring
Indeed	Hiring
Intercom	Client Support Interface
JetBrains	Developer Service
Qualified.io	Hiring
Sendgrid	Email/Message Service
Slack	Team Coordination
Testi.io	Testing Suite
Zendesk	Client Support Interface

DOMAIN NAMES

Domain	Registrant	Registered (UTC)	Expires (UTC)	Registrar
createcares.org	Peter Nguyen	2018-11-29	2020-11-29	AWS
createmusiccanada.com	Richard Billis	2018-01-17	2021-01-27	AWS
createmusicgroup.com	Peter Nguyen	2016-05-20	2021-05-20	AWS
createmusicdata.com	Peter Nguyen	2019-06-24	2021-06-24	AWS
createmusictech.com	Peter Nguyen	2019-06-24	2021-06-24	AWS
l-e.tv	Richard Billis	2016-08-19	2021-08-19	AWS
label-engine.com	Richard Billis	2010-02-26	2021-02-26	AWS
yoondigital.com	Peter Nguyen	2019-06-27	2021-06-27	AWS
createmusic.ca	Richard Billis	2020-01-31	2021-01-31	AWS
cmgportal.app	Peter Nguyen	2019-06-18	2021-06-18	GoDaddy
createmusic.app	Peter Nguyen	2019-06-18	2021-06-18	GoDaddy
createmusic.group	Peter Nguyen	2019-06-18	2021-06-18	GoDaddy
createmusic.live	Peter Nguyen	2019-06-18	2021-06-18	GoDaddy
createmusic.online	Peter Nguyen	2019-06-18	2021-06-18	GoDaddy
christianmusicgroup.biz	Alexandre Williams	2019-05-30	2021-05-30	GoDaddy
christianmusicgroup.co	Alexandre Williams	2019-05-30	2021-05-30	GoDaddy
christianmusicgroup.com	Alexandre Williams	2006-04-16	2021-04-16	GoDaddy
christianmusicgroup.info	Alexandre Williams	2019-05-30	2021-05-30	GoDaddy
christianmusicgroup.mobi	Alexandre Williams	2019-05-30	2021-05-30	GoDaddy
christianmusicgroup.net	Alexandre Williams	2019-05-30	2021-05-30	GoDaddy
christianmusicgroup.org	Alexandre Williams	2019-05-30	2021-05-30	GoDaddy
createcares.com	Alexandre Williams	2018-11-30	2020-11-30	GoDaddy
epicnetworkmusic.com	Jacob Pace	2016-08-22	2020-08-22	GoDaddy
flight.house	Create Music Group	2014-04-30	2021-04-30	GoDaddy
fighthousemedia.com	Peter Nguyen	2019-09-25	2020-09-25	GoDaddy
fighousenetworks.com	Peter Nguyen	2019-09-25	2020-09-25	GoDaddy
create.tv	Jonathan Strauss	2012-11-26	2020-11-26	Name.com

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