

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bad Vibes Forever, LLC		12/30/2020	Limited Liability Company: FLORIDA
Bad Vibes Forever Publishing, LLC		12/30/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Pinnacle Bank, as Agent		
Street Address:	150 Third Avenue South		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5654600	BAD VIBES FOREVER	
Registration Number:	5627992	BAD VIBES FOREVER	
Registration Number:	5771321	XXXTENTACION	
Registration Number:	5631957	XXXTENTACION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-407-4103		
Email:	mcohen@loeb.com		
Correspondent Name:	Miriam Cohen, Esq.		
Address Line 1:	345 Park Avenue		
Address Line 2:	Loeb & Loeb LLP		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	1312419 for 226982-10013		
NAME OF SUBMITTER:	Miriam Cohen		
SIGNATURE:	/Miriam Cohen, Esq./		

OP \$115.00 5654600

DATE SIGNED:

01/06/2021

Total Attachments: 72

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of December 30, 2020 (this "IP Security Agreement"), by **BAD VIBES FOREVER, LLC**, a Florida limited liability company ("Bad Vibes"), **BAD VIBES FOREVER PUBLISHING, LLC**, a Florida limited liability company ("Bad Vibes Publishing" and together with Bad Vibes, collectively, "Grantor"), in favor of **PINNACLE BANK**, as collateral and administrative agent (in such capacity, the "Agent") for the Lenders (as defined below) from time to time party to the Loan Agreement (as defined below).

RECITALS

Pursuant to a Loan and Security Agreement dated as of December 30, 2020 (as amended, amended and restated, modified, supplemented and restated from time to time, the "Loan Agreement") among Grantor, the other Credit Parties party thereto from time to time, the financial institutions party thereto from time to time (the "Lenders") and Agent, Lenders are providing financial accommodations to Grantor. To secure Grantor's obligations to Lenders, Grantor granted Agent for the benefit of Lenders a Lien and security interest in substantially all of Grantor's property and assets.

It is a condition precedent to Agent's and Lenders' 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 Agent an intellectual property security agreement; and

Grantor wishes to grant a security interest in favor of the Agent for the benefit of Lenders 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 Agent, 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 solely to the extent arising under the Loan Agreement, any other Loan Document or pursuant to this IP Security Agreement, all Loans, all advances, debts, liabilities, obligations, covenants and duties owing by any Grantor to Agent or any Lender of every kind and description (whether or not evidenced by any note or other instrument and whether or not for the payment of money or the performance or non-performance of any act), direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or unliquidated, whether existing by operation of law or otherwise now existing or hereafter arising, including all interest (including interest accruing at the then applicable rate provided in the Loan Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Loan Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding).

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 Agent’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 Loan Agreement, Grantor hereby grants to Agent for the benefit of Lenders 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, (i) all monies due and to become due under any License, (ii) any damages arising out of or for breach or default in respect of any such License, (iii) all other amounts from time to time paid or payable under or in connection with any such License, and (iv) 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 any Excluded Property.

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. Agent 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 Agent for the benefit of Lenders of a Lien therein or the receipt by Agent of any payment relating to any License pursuant hereto, nor shall Agent 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 Agent for the benefit of Lenders with respect to all of the IP Collateral shall be without any liability for royalties or other related charges from Agent to Grantor.

3.2 Agent 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 Agent 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.

3.3 Agent may at any time, upon the occurrence and during the continuation of any Event of Default, with 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 Agent for the benefit of Lenders and that payments shall be made directly to Agent. Promptly after receipt of Agent's written request therefor 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, Agent 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 Agent's reasonable satisfaction, the existence, amount and terms of any such accounts or Licenses.

4. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this IP Security Agreement and until the Secured Obligations have been performed and paid in full (other than Secured Obligations that constitute contingent indemnification obligations that expressly survive repayment by their terms and that shall continue on an unsecured basis):

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.

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 Agent 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 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 Agent in, any IP Collateral, Grantor also agrees to take commercially reasonable steps to preserve and maintain all rights in the IP Collateral. Any reasonable and documented out-of-pocket expenses incurred in connection with prosecution, registration and maintenance shall be borne by Grantor. 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 Agent in, any IP Collateral, Grantor shall not, without Agent's prior written consent, which consent shall not be unreasonably withheld or denied, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright owned or held by Grantor or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any License held by Grantor. If Grantor fails to comply with any of the foregoing provisions of this IP Security Agreement, Agent 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 Agent in full for all reasonable and documented out-of-pocket expenses, including the reasonable fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the IP 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, Agent 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 Loan Agreement at such time.

4.4 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, 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 Agent may reasonably deem necessary to obtain the full benefits of this IP Security Agreement.

4.5 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 Agent 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, Agent 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. **AGENT'S RIGHT TO SUE.** From and after the occurrence and during continuation of an Event of Default, Agent 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 Agent commences any such suit, Grantor shall, at the written request of Agent, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. **LIMITATION ON AGENT'S DUTY IN RESPECT OF THE IP COLLATERAL.** Agent shall deal with the IP Collateral in the same manner as it deals with similar property for its own account. Agent 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 Agent to comply with any such request shall not in itself be deemed a failure to act reasonably and no failure of Agent 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 Agent 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 Agent.

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 (other than Secured Obligations that constitute contingent indemnification obligations that expressly survive repayment by their terms and that shall continue on an unsecured basis) 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 Agent 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 written request and sole expense of Grantor following any such termination, Agent shall deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to re-vest in Grantor (without recourse to or warranty by Agent, except for encumbrances created by Agent, provided that no such recourse or warranty shall apply to any IP Collateral sold or otherwise disposed of by Agent 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 Agent 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 voided, 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 voided, 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, Agent, and each of their respective successors and permitted assigns. The right of each of Grantor and Agent 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 IP Security 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 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 Loan 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 Agent 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 IP Security Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) the words “and” and “or” are used in the conjunctive or disjunctive as the sense and circumstances may require; (iii) any form of the word “include” shall be deemed to be followed by the words “without limitation”; and (iv) 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.

BAD VIBES FOREVER, LLC

By: C. Bernard
Name: Cleopatra Bernard
Title: President

ADDRESS

c/o Law Offices of Robert A. Celestin
1650 Broadway, Suite 505A
New York, New York 10019

**BAD VIBES FOREVER PUBLISHING,
LLC**

C. Bernard
Name: Cleopatra Bernard
Title: President

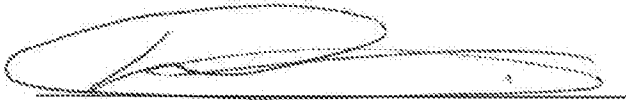
ADDRESS:

c/o Law Offices of Robert A. Celestin
1650 Broadway, Suite 505A
New York, New York 10019

STATE OF *Florida*)
) SS.
COUNTY OF *Broward*)

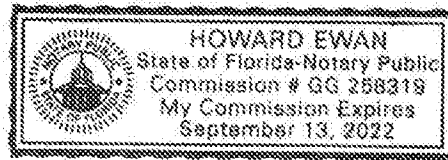
On *December 29, 2020*, before me, *Howard Ewan*, Notary Public, personally appeared *Chopate Bernard*, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY

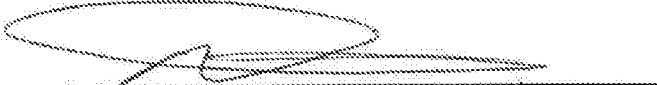
[SEAL]



STATE OF Florida)
) SS.
COUNTY OR Broward)

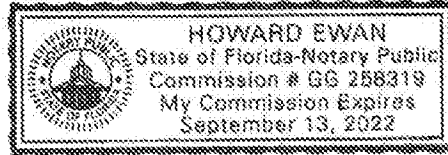
On December 29, 2020, before me, Howard Ewan, Notary Public, personally appeared Cleopatra Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY

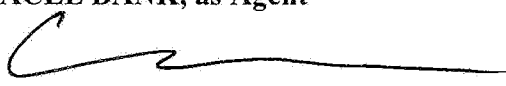
[SEAL]



ACCEPTED AND ACKNOWLEDGED BY:

PINNACLE BANK, as Agent

By: _____



Name: Edwin Andrew Moats

Title: Executive Vice President

ADDRESS:

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

Schedule A
to Security Agreement

REGISTERED OR FILED INTELLECTUAL PROPERTY

COPYRIGHTS

A. COMPOSITIONS

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
1	4Peat		Jahseh Onfroy; Stokely Goulbourne; Cris Dinero	12.5	
2	777		Jahseh Onfroy; Minh Nguyen; Unknown Writer	12.5	
3	#PROUDCATTOWNERREMIX		Jahseh Onfroy; Maria Kelly; Ronald Spence	12.5	
4	\$\$\$		Jahseh Onfroy; Matthew Grau; Denmar Mangupag; Laron Wages	12.5	PA0002142330
5	A Ghetto Christmas Carol		Jahseh Onfroy; Kevin Gomringer; Tim Gomringer; Ronald Spence	25	PA0002176695

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
6 A Helping Hand, Not A Song		Jahseh Onfroy	50	
7 A Message To Tina Belcher		Jahseh Onfroy; Elliott Onofrio	25	
8 Again	Again (feat. XXXTentacion)	Jahseh Onfroy; Noah Cyrus; Timothy McKenzie	10	PA0002090679; PA0002093222
9 Alone Part 2		Jahseh Onfroy; Unknown Writer	25	
10 Alone, Part 3		Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan	25	PA0002229355
11 Amy Winehouse		Jahseh Onfroy; Willie Gardner	25	
12 Arms Around You	Arms Around You (feat. Maluma & Swae Lee)	Jahseh Onfroy; Franck Bondrille; Gil Corber; John Alexander Crawford; Gazzy Garcia; Juan Londono Arias; Sonny Moore; Jamal F Rashid; Flavio Santana	6.25	PA0002225070; PA0002176782
13 Attention!		Jahseh Onfroy; Johnathan Cunningham	25	PA0002245830

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
14 Ayala (Outro)		Jahseh Onfroy; Johnathan Cunningham; Tobias Jesso	25	PA0002210207
15 Bad Vibes Forever		Jahseh Onfroy; Rakim Haseem Allen; Johnathan Cunningham; Robert Soukiasyan; Michael Lamar White II	8.33	PA0002240571; PA0002245842
16 Bad!		Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan	25	PA0002198258
17 Banded Up	Banded Up feat. XXXXTentacion	Jahseh Onfroy; Ronald Spence; Anthony Woart	10	
18 Before I Close My Eyes		Jahseh Onfroy; Johnathan Cunningham	25	PA0002142343
19 Before I Realize		Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan	25	PA0002245844
20 Boost!		Jahseh Onfroy; Unknown Writer	25	
21 Bowser		Jahseh Onfroy; Stokely Goulbourne; Unknown Writer	12.5	

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
22	Butthole Girl	Jahseh Onfroy; Lynwood Walker; Robert Banks; Craig Gordwin	6.25	
23	Buy Garette's Clothing Or I'll Fucking Kill You	Jahseh Onfroy; Unknown Writer	25	
24	Came2Kill	Jahseh Onfroy; Craig Gordwin; Minh Nguyen; Unknown Writer	8.33	
25	Carbonated Water	Jahseh Onfroy; Darius Love; Stokeley Goulbourne; Ronald Spence	5	
26	Carry On	Jahseh Onfroy; Shiloh Dynasty; Ciara Simms	25	PA0002095697
27	Caution	Jahseh Onfroy; Kellen Hines	25	
28	Changes	Jahseh Onfroy; Johnathan Cunningham; Rakim Allen	30	PA0002142339
29	Chase/Glass Shards	Jahseh Onfroy; Jordan Serin	37.5	PA0002245807

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
30	Clarity		Jahseh Onfroy; Unknown Writer	25	
31	Curse		Jahseh Onfroy; Donovan White; Wilgens Jean; Donald Giddarie; Unknown Writer	6.25	
32	Daemons	Daemons	Jahseh Onfroy; Matthew Jefferson; Chanslin; Jo Vaughn Virginie	8.33	PA0002245827
33	Dead Inside		Jahseh Onfroy; Sy Brockington; Christopher Gibbs; Jovan Peterson; Mandell Strawter	25	PA0002210204
34	Dead Inside (Interlude)	Dead Inside	Jahseh Onfroy; Sy Brockington; Christopher Gibbs; Jovan Peterson; Mandell Strawter	25	PA0002210204
35	Depression & Obsession		Jahseh Onfroy;	50	PA0002095351
36	Difference (Interlude)		Jahseh Onfroy; Johnathan Cunningham	25	PA0002198261

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
37 Don't Cry		Jahseh Onfroy; Dwayne Carter; Benjamin Diehl; Juan Guerrieri-Maril; Gamal Lewis	12.5	
38 Don't Test Me		Jahseh Onfroy; Unknown Writer	25	
39 Eat It Up		Jahseh Onfroy; Ronald Spence	25	PA0002245820
40 Ecstasy		Jahseh Onfroy; Marcel Everett; Anneka Warburton	10	PA0002245855
41 Everybody Dies In Their Nightmares		Jahseh Onfroy; Ciara Simms; Shiloh Dynasty	25	PA0002095350
42 Ex Bitch		Jahseh Onfroy; Johnathan Cunningham	25	PA0002245839
43 Failure Is Not An Option Interlude		Jahseh Onfroy; Tayves Pelletier	25	
44 Falling Down		Jahseh Onfroy; Gustav Ahr; Valentin Blavatnik; Aaron Jackson; Makonnen Sheran; Michael Len Williams	12.5	PA0002164873

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
45	Find Me (Intro)		Jahseh Onfroy; Richard Ball	25	
46	Floor 555	Floor 555 (Distortion)	Jahseh Onfroy; Alejandro Angulo Rodriguez	25	PA0002142322
47	Freddy Vs. Jason	Freddy Vs Jason	Jahseh Onfroy; Stokeley Goulbourne	25	
48	Fuck Love		Jahseh Onfroy; Danny Snodgrass; Trippie Redd; Dex Randall; Nick Mira	15	PA0002095667
49	Fuxk		Jahseh Onfroy; Willie Gardner	25	
50	Gassed Up!		Jahseh Onfroy; Wilner Joseph; Steven Mancebo; Minh Nguyen; Donovan White; Jean Wilgens	5	
51	Get Outta My Head		Jahseh Onfroy; Dwayne Carter; Joshua Dale; Christopher Gibbs	12.5	
52	Gnarly Bastard		Jahseh Onfroy; Unknown Writer	25	

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
53	Going Down!	Jahseh Onfroy; Jeff LaCroix; Bryan Lamar Simmons	25	PA0002142328
54	Guardian Angel	Jahseh Onfroy; Matthew Floyd; Ciara Simms	12.5	PA0002198253
55	Gxd Damn	Jahseh Onfroy; Stokeley Goulbourne	25	
56	H20	Jahseh Onfroy; Stokeley Goulbourne; Unknown Writer	12.5	
57	Hearteater	Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan	25	PA0002245810
58	Hi Wendy!	Jahseh Onfroy; Isaac Latour; Steven Mancebo; Minh Nguyen; Donovan White; Jean Wilgens	5	
59	Hope	Jahseh Onfroy; Johnathan Carter	25	PA0002142340

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
60	Hot Gyal		Jahseh Onfroy; David Constantine Brooks; John Crawford; Daystar Peterson; Jamal F Rashid	8.33	PA0002245837
61	I Am!		Jahseh Onfroy; Unknown Writer	25	
62	I Changed Her Life		Jahseh Onfroy; Johnathan Cunningham; William Leonard Roberts	12.5	PA0002245861
63	I Don't Even Speak Spanish LOL		Jahseh Onfroy; Judah Amar; Carlos Andrez; Frank Bondrille; John Buckner Crawford; Juan Guerrieri-Maril; Flavio Santana	12.5	PA0002142338
64	I Don't Let Go		Jahseh Onfroy; Johnathan Cunningham; Kevin Gomringer; Tim Gomringer	20	PA0002198262
65	I Don't Wanna Do This Anymore		Jahseh Onfroy; Jeryn Peters	25	PA0002268014
66	I Luv My Clique Like Kanye West		Jahseh Onfroy; Unknown Writer	25	

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
67	I Spoke To The Devil In Miami, He Said Everything	Jahseh Onfroy; Unknown Writer	25	
68	Ilovetwtheyrun	Jahseh Onfroy; Vas Coleman; Stokeley Gouldbourne; Elijah Johnson	25	
69	In This Bitch Lit, Free Keke & Free 2 Woop Freesty	Jahseh Onfroy; Unknown Writer	25	
70	Indecision	Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan; James B Wong	30	PA0002173805
71	Infinity (888)	Jahseh Onfroy; Brandon Beazer; James Rowles; Jo Vaughn Virginia	6.25	PA0002142327
72	Introduction	Jahseh Onfroy; Johnathan Cunningham	25	PA0002198252
73	Introduction (Instructions)	Jahseh Onfroy	50	PA0002245835
74	It's All Fading To Black	Jahseh Onfroy; Johnathan Cunningham; Mark Hoppus; Travis Barker	8.33	PA0002245802
	It's All Fading to Black (X Version)			

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
75	Jah on Drums		Jahseh Onfroy	50	
76	Jocelyn Flores		Jahseh Onfroy; Ciara Simms; Shiloh Dynasty	25	PA0002095352
77	Kill Me		Jahseh Onfroy; Elliot Onofrio Tayves Pelletier	25	
78	Kill My Vibe		Jahseh Onfroy; Johnathan Cunningham; Thomas Godbolt; Ted Kay; Andre Lyon; John A Rodriguez; Jasper Sheff; Marcella Valenzano	12.5	PA0002245860
79	King		Jahseh Onfroy; Tayves Pelletier	25	
80	King of the Dead		Jahseh Onfroy; Spencer Gatts; Elliott Onofrio	8.33	
81	Let's Pretend We're Numb		Jahseh Onfroy; Khaed Moulton	25	
82	Igotplentydictoshare		Jahseh Onfroy; Unknown Writer	25	

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
83	Limbo		Jahseh Onfroy; Paul Schuele Judge; Nolan Santana	12.5	PA0002245858
84	Imssippinteainyohood		Jahseh Onfroy; Unknown Writer	25	
85	Look At Me!	Look At Me	Jahseh Onfroy; Mark Lawrence James Duval	22.5	PA0002095353
86	Looking For A Star		Jahseh Onfroy; Henry Agincourt Allen; Thomas Wesley Pentz	25	PA0002096308
87	Love Yourself (Interlude)		Jahseh Onfroy; Johnathan Cunningham	25	PA0002142332
88	Luz Da Luar		Jahseh Onfroy; Leandro Aparecido Ferreira; Oswaldo Riberio Fontes Junior; Vagner Dos Santos Pereira	25	
89	Make Eem Run		Jahseh Onfroy; Stokeley Goulbourne; Wilner Joseph; Miguel Newbold; Donovan White	8.33	

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
90	Manikin		Jahseh Onfroy; Nitzan Gribetz	25	
91	Maxipads for Everyone		Jahseh Onfroy; Unknown Writer	25	
92	Middle Child		Jahseh Onfroy; Christian Ho; Rakim Haseem Allen	12.5	
93	MOO		Jahseh Onfroy; Johnathan Cunningham; Magnus Hoiberg; Benjamin Joseph Levin	18.75	
94	Moonlight		Jahseh Onfroy; John Cunningham	25	PA0002229352
95	Never		Jahseh Onfroy; Unknown Writer	25	
96	Nocturne		Jahseh Onfroy; Johnathan Cunningham; Yoko Tanaka	12.5	
97	Northstar Remix		Jahseh Onfroy; Gary Maurice Lucas Jr.; Jamal F Rashid; Ronald Spence	7.5	PA0002245809

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
98 Numb		Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan; Oren Yoel	25	PA0002142324
99 Numb The Pain		Jahseh Onfroy; John Cunningham	25	PA0002245804
100 Off The Wall		Jahseh Onfroy; Stokely Goulbourne; Unknown Writer	12.5	
101 One Minute	One Minute (feat. Kanye West)	Jahseh Onfroy; Travis Barker; Johnathan Cunningham; Kanye West	12.5	PA0002198260
102 Orlando		Jahseh Onfroy; Tobias Jesso Jr.;	37.5	PA0002095676
103 Pain=Best Friend		Jahseh Onfroy; Travis Barker; Johnathan Cunningham; Robert Soukiasyan	25	PA0002142329
104 Rebirth		Jahseh Onfroy; Nolan Santana	25	
105 Red Light!	Red Light	Jahseh Onfroy; Ronald Spence	25	PA0002176801

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
106 Rest In Pussy	RestInPussy	Jahseh Onfroy; Willie Gardner	25	
107 Revenge		Jahseh Onfroy	50	PA0002082301
108 Riot		Jahseh Onfroy; Unknown Writer	25	
109 Rip Roach		Jahseh Onfroy; Darius Jamil Love	25	
110 Roll In Peace	Roll In Peace (feat. XXXTentaction)	Jahseh Onfroy; London Holmes; Dieuson Octave	6.25	PA0002128756
111 Royalty		Jahseh Onfroy; Stephanie Allen; John Crawford; John Humber; Kymani Marley; Adidja Palmer	6.25	PA0002245813
112 Run		Jahseh Onfroy; Unknown Writer	25	
113 Run Up On Me		Jahseh Onfroy; Willie Gardner	25	
114 Sad!		Jahseh Onfroy; John Cunningham	25	PA0002229351

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
115 Sauce!		Jahseh Onfroy; Donny White	25	
116 Save Me	Save Me (ft. Yaprak Asimov)	Jahseh Onfroy; Sy Brockington; Dion Davenport; Frederick Davenport II; Billy Garcia; Joseph Garnder Christopher Gibbs; Jovan Peterson; Mandell Strawter	25	PA0002095355
117 Scared Of The Dark	Scared of the Dark (Remix)	Jahseh Onfroy; Dwayne Carter; Benjamin Diehl; Tyrone William Griffin Jr.; Alexander Izquierdo; Samuel Denison Martin; Marco Antonion Rodriguez Diaz Jr.	7.5	PA0002267912
118 Schizophrenia		Jahseh Onfroy; John Cunningham; Robert Soukiasyan	25	PA0002142341
119 School Shooters		Jahseh Onfroy; Dwayne Carter; Johnathan Cunningham; Jasper Sheff	12.5	PA0002245853

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
120	Shut Up		Jahseh Onfroy; Unknown Writer	25	
121	Skin		Jahseh Onfroy; Unknown Writer	25	
122	Slipknot		Jahseh Onfroy; Wilgens Jean; Nolan Santana Brandon Beazer	8.33	
123	SMASH!	Smash	Jahseh Onfroy; Samuel David Jimenez; Rakim Allen; Gabriel Tavaraz	17.5	PA0002142334; PA0002133229
124	Snow		Jahseh Onfroy; Unknown Writer	25	
125	Staring At The Sky		Jahseh Onfroy; Travis Barker; Johnathan Cunningham	25	PA0002198259
126	Static Shock		Jahseh Onfroy; Stokely Goulbourne; Unknown Writer	12.5	
127	Supra		Jahseh Onfroy; Wilgens Jean; Unknown Writer	12.5	

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
128 Take A Step Back		Jahseh Onfroy; Stokeley Goulbourne; Ronald Spence	12.5	
129 Teeth		Jahseh Onfroy; Willie Gardner	25	
130 The Explanation		Jahseh Onfroy	50	PA0002210213
131 The Fall		Jahseh Onfroy; Unknown Writer	25	
132 The Interlude That Never Ends		Jahseh Onfroy	50	PA0002245831
133 The Only Time I Feel Alive		Jahseh Onfroy; Craig Gordwin; Johnathan Cunningham; Jasper Sheff	12.5	PA0002245833
134 The Remedy For A Broken Heart	the remedy for a broken heart (why am I so in love)	Jahseh Onfroy; John Cunningham	25	PA0002142317
135 Touch Eem Body		Jahseh Onfroy; Christian Gotay; Shane Holgate; Donovan White; Jean Wilgens	6.25	
136 Train Food		Jahseh Onfroy; John Cunningham	25	PA0002198254

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
137	Triumph		Jahseh Onfroy; John Cunningham	25	PA0002245857
138	Tummy Tuck		Jahseh Onfroy; Keyon Jolly	25	
139	Ugly		Jahseh Onfroy	50	PA0002245841
140	Up Like An Insomniac		Jahseh Onfroy; Ronald Spence	25	PA0002176697
141	Uptown/Bustdown		Jahseh Onfroy; Rakim Haseem Allen; Durk Banks; Artist J Dubose; Gianni Van Den Brom	5	
142	Valentine		Jahseh Onfroy; Michele Scatamacchia	25	
143	Vice City		Jahseh Onfroy; Tiu Duwane Sosefo	25	
144	Voices	Voices (feat. XXXXTentacion)	Jahseh Onfroy; Daniel Skye; Travis Barker; David Bowden; Thomas Delonge; Joakim Haukaas; Mark Hoppus	7.5	

	<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
145	Voss		Jahseh Onfroy; Diamante Blackmon; Albert Mondane	12.5	PA0002245816
146	Wanna Grow Old (I Won't Let Go)		Jahseh Onfroy; Johnathan Cunningham; Jimmy Levy; Robert Soukiasyan	12.5	PA0002245811
147	What Are You So Afraid Of		Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan	25	PA0002198263
148	What In Xxxtarnation		Jahseh Onfroy; Darius Love; Stokeley Goulbourne	12.5	
149	Whoa (Mind In Awe)		Jahseh Onfroy; Johnathan Cunningham; Robert Soukiasyan	25	PA0002198256
150	Wingriddenangel		Jahseh Onfroy; Kellen Hines	25	
151	Witdemdicks!		Jahseh Onfroy; Unknown Writer	25	
152	You're Thinking Too Much, Stop It		Jahseh Onfroy	50	

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Writer(s)</u>	<u>Ownership Share (%)</u>	<u>U.S. Copyright Reg. Number</u>
153 Yung Bratz		Jahseh Onfroy; Darius Jamil Love	25	

B. MASTERS

<u>Title</u>	<u>Alternate Title(s)</u>	<u>Artist(s)</u>	<u>Album / Mixtape</u>	<u>Credit Party's Ownership Share</u>	<u>Credit Party's Economic Interest (if not owned by Credit Party)</u>	<u>Third Party Owner, to extent known by Credit Party</u>	<u>U.S. Copyright Reg. Number</u>
1 The Explanation		XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
2 Jocelyn Flores		XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
3 Depression & Obsession		XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
4 Everybody Dies In Their Nightmares		XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
5 Revenge		XXXXTentacion	17	100%	N/A	N/A	SR0000808 506

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6	Save Me	XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
7	Dead Inside (Interlude)	XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
8	Fuck Love feat. Trippie Redd	XXXXTentacion; Trippie Redd	17	100%	N/A	N/A	SR0000808 506
9	Carry On	XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
10	Orlando	XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
11	Ayala (Outro)	XXXXTentacion	17	100%	N/A	N/A	SR0000808 506
12	Introduction	XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769

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13	Guardian Angel	XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
14	Train Food	XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
15	whoa (mind in awe)	XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
16	BAD!	XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
17	STARING AT THE SKY	XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
18	One Minute	One Minute feat. Kanye West and Travis Barker	Skins	100%	N/A	N/A	SRu001336 769

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19		XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
20		XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
21		XXXXTentacion	Skins	100%	N/A	N/A	SRu001336 769
22		XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
23		XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
24		XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
25		XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
26		XXXXTentacion	?	100%	N/A	N/A	SR0000808 256

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27	Floor 555	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
28	NUMB	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
29	infinity (888)	XXXXTentacion; Joey Bada\$\$?	100%	N/A	N/A	SR0000808 256
30	going down!	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
31	Pain = BESTFRIEND	Pain = BESTFRI END feat. Travis Barker	?	100%	N/A	N/A	SR0000808 256
32	\$\$\$	\$\$\$ feat. Matt Ox	?	100%	N/A	N/A	SR0000808 256

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33	love yourself (interlude)	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
34	SMASH!	SMASH! feat. PnB Rock	?	100%	N/A	N/A	SR0000808 256
35	I don't even speak spanish lol	I don't even speak spanish lol feat. Rio Santana, Judah, Carlos Andrez	?	100%	N/A	N/A	SR0000808 256
36	changes	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
37	Hope	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
38	schizophrenia	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256

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39	before I close my eyes	XXXXTentacion	?	100%	N/A	N/A	SR0000808 256
40	ALONE, PART 3 - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
41	Moonlight - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
42	SAD! - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
43	the remedy for a broken heart (why am I so in love) - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
44	Floor 555 - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
45	NUMB - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
46	infinity (888) - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
47	going down! - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
48	Pain = BESTFRIEND - Instrumental	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	

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49 \$\$\$ - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
50 love yourself (interlude) - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
51 SMASH! - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
52 I don't even speak spanish lol - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
53 changes - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
54 Hope - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
55 schizophrenia - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
56 before I close my eyes - Instrumental		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
57 Nocturne	Nocturne (A Tribute to XXXXTentacion)	XXXXTentacion; Yoko Shimomura	? (Deluxe)	100%	N/A	N/A	

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58 Hope - Freestyle		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
59 Jah on drums		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
60 NUMB - Acoustic		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
61 #PROUDCATOWNERREMI X		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
62 A GHETTO CHRISTMAS CAROL		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
63 hate will never win		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
64 UP LIKE AN INSOMNIAC - Freestyle		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
65 Red Light!		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
66 Indecision		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
67 voice memo 1: ALONE, PART 3		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
68 voice memo 2: SAD!		XXXXTentacion	? (Deluxe)	100%	N/A	N/A	

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69	voice memo 3: Moonlight	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
70	voice memo 4: the remedy for a broken heart	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
71	voice memo 5: going down!	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
72	voice memo 6: changes	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
73	voice memo 7: before I close my eyes	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
74	voice memo 8: SAD! video concept	XXXXTentacion	? (Deluxe)	100%	N/A	N/A	
75	Look At Me!	XXXXTentacion	Revenge	100%	N/A	N/A	SR0000813 749
76	I Don't Wanna Do This Anymore	XXXXTentacion	Revenge	100%	N/A	N/A	SR0000813 749
77	Looking for a Star	XXXXTentacion	Revenge	100%	N/A	N/A	SR0000813 749

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78	King	XXXXTentacion	Revenge	100%	N/A	N/A	SR0000813 749
79	Slipknot (feat. Kin\$oul & Killstation)	XXXXTentacion; Kin\$oul; Killstation	Revenge	100%	N/A	N/A	SR0000813 749
80	YuNg BrAtZ	XXXXTentacion	Revenge	100%	N/A	N/A	SR0000813 749
81	RIP Roach (feat. Ski Mask The Slump God)	XXXXTentacion; Ski Mask The Slump God	Revenge	100%	N/A	N/A	SR0000813 749
82	Introduction	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
83	Ex BitCh	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
84	UGLY	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512

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85	bad vibes forever	Bad Vibes Forever feat. PnB Rock and Trippie Redd	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
86	School Shooters	School Shooters feat. Lil Wayne	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
87	I Changed Her Life	I Changed Her Life feat. Rick Ross	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
88	Triumph	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
89	LIMBO	Limbo feat. Killstation	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512

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90	Before I Realize	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
91	Ecstasy feat. Noah Cyrus	XXXXTentacion; Noah Cyrus	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
92	Kill My Vibe	XXXXTentacion; Tom G	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
93	Hot Gyal feat. Tory Lanez and Mavado	XXXXTentacion; Tory Lanez; Mavado	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
94	The Only Time I Feel Alive Time I Feel Alive (with Craig Xen)	XXXXTentacion; Craig Xen	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
95	The Interlude That Never Ends	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512

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96	Daemons (with Kembra featuring Joey Badass)	XXXXTentacion; Kembra; Joey Badass	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
97	Attention!	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
98	Eat It Up	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
99	Voss Voss feat. Sauce Walka and Carnage	XXXXTentacion; Sauce Walka; Carnage	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
100	Royalty Royalty feat. Ky-Mani Marley, Stefflon Don, and	XXXXTentacion; Ky-Mani Marley; Stefflon Don; Vybz Kartel	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512

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	Vybz Kartel						
101	Won't Grow Old (I Won't Let Go)	XXXXTentacion; Jimmy Levy	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
102	Hearteater	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
103	Northstar Remix	XXXXTentacion; Joyner Lucas	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
104	Chase/ Glass Shards (ft. Ikabod Veins)	XXXXTentacion; Ikabod Veins	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512

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	Ikabod Veins						
105	Numb The Pain	XXXXTentacion	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
106	It's All Fading to Black	XXXXTentacion; Blink-182	Bad Vibes Forever	100%	N/A	N/A	SR0000883 512
107	A Ghetto Christmas Carol	XXXXTentacion	A Ghetto Christmas Carol	100%	N/A	N/A	SR0000808 516
108	Hate Will Never Win	XXXXTentacion	A Ghetto Christmas Carol	100%	N/A	N/A	SR0000808 516
109	Up Like Insomniac (Freestyle)	XXXXTentacion	A Ghetto Christmas Carol	100%	N/A	N/A	SR0000808 516

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110 Red Light!		XXXXTentacion	A Ghetto Christmas Carol	100%	N/A	N/A	SR0000808 516
111 Indecision		XXXXTentacion	A Ghetto Christmas Carol	100%	N/A	N/A	SR0000808 516
112 RestInPussy		XXXXTentacion	Members Only, Vol. 1	100%	N/A	N/A	
113 Amy Winehouse		XXXXTentacion	Members Only, Vol. 1	100%	N/A	N/A	
114 Gxd Damn		XXXXTentacion; Ski Mask The Slump God	Members Only, Vol. 1	100%	N/A	N/A	
115 Freddy Vs Jason		XXXXTentacion; Ski Mask The Slump God	Members Only, Vol. 1	100%	N/A	N/A	

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116 Fuxk		XXXXTentacion; Ski Mask The Slump God	Members Only, Vol. 1	100%	N/A	N/A	
117 Planet Drool		Ski Mask The Slump God	Members Only, Vol. 1	100%	N/A	N/A	
118 CallMeRonaldReagan		Ski Mask The Slump God	Members Only, Vol. 1	100%	N/A	N/A	
119 XXX		XXXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
120 BROLY!		XXXXTentacion; Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	
121 BitchCallMeCaptainMorgan		XXXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
122 Splash!		Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	

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123 NASCAR		-Fukkit	Members Only, Vol. 2	100%	N/A	N/A	
124 King Of The Dead		XXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
125 Take It There		Flyboy Tarantino	Members Only, Vol. 2	100%	N/A	N/A	
126 Orgy		Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	
127 VERY RARE FOREVER FREESTYLE		XXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
128	Polo Man	Fukkit	Members Only, Vol. 2	100%	N/A	N/A	
129 NETHERACK! "I Just Wont Break"		XXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
130 KILLERS!		Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	

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131 Save Me		XXXXTentacion; Yaparak Asimov	Members Only, Vol. 2	100%	N/A	N/A	
132 Mia Wallace		Flyboy Tarantino	Members Only, Vol. 2	100%	N/A	N/A	
133 LUNACY		XXXXTentacion; ENZO!	Members Only, Vol. 2	100%	N/A	N/A	
134 LICK! (clip)		XXXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
135 Playboy!		Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	
136 WingRiddenAngel		XXXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
137 XANAX!		Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	
138 I am!		XXXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	

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139 Save Yourself!		XXXXTentacion; Kilo Jr.; 1Hunnitjunior, Ski Mask The Slump God	Members Only, Vol. 2	100%	N/A	N/A	
140 Rare, Part 2		XXXXTentacion	Members Only, Vol. 2	100%	N/A	N/A	
141 Find Me (Intro)		XXXXTentacion	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
142 Off the Wall!	Off the Wall! Feat. Ski Mask The Slump God	XXXXTentacion; Ski Mask The Slump God	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	

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143	What in XXXXTarnation	XXXXTentacion; Ski Mask The Slump God	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
144	Wassup Vro!	Craig Xen	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
145	H2O	XXXXTentacion; Ski Mask The Slump God	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
146	Butthole Girl!	XXXXTentacion; Tank Head; Robb Banks; Craig Xen	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
147	Static Shock (Interlude)	XXXXTentacion; Ski Mask The Slump God	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	

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148	Came2Kill	XXXXTentacion; Kid Trunks; Craig Xen	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
149	Boost!	XXXXTentacion	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
150	Chokehold	CoolieCut	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
151	4Peat	4Peat feat. Ski Mask The Slump God	Robb Banks; Ski Mask The Slump God	100%	N/A	N/A	
152	Maxipads 4 Everyone!	XXXXTentacion	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	

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153 Slipknot	Slipknot feat. Kin\$oul & Killstation	XXXXTentacion; Kin\$oul; Killstation	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
154 777	777 feat. XXXXTentacion	Kid Trunks; XXXXTentacion	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
155 Supra	Supra feat. XXXXTentacion	Kin\$oul; XXXXTentacion	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
156 GodDamn	GodDamn feat. 16. Kin\$oul	Bass Santana; Kin\$oul	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
157 Vulture	Vulture feat. Kin\$oul	Flyboy Tarantino; Kin\$oul	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	

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158	Curse feat. XXXXTentacion, CoolieCut & Kin\$oul	Bass Santana; XXXXTentacion; CollieCut; Kin\$oul	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
159	Members Only Shit feat. Killstation & iKabod Veins	Kin\$oul; Killstation; iKabod Veins	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
160	Lol feat. Kid Trunks & Flyboy Tarantino	Bass Santana; Kid Trunks; Flyboy Tarantino	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
161	On That Bitch feat. Craig Xen, Robb	Kid Trunks; Craig Xen; Robb Banks; Kin\$oul	XXXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	

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	Banks & Kin\$oul						
162 Invisible Klip" Feat. Robb Banks & Ski Mask The Slump God	Invisible Klip feat. Robb Banks & Ski Mask The Slump God	Kid Trunks; Robb Banks; Ski Mask The Slump God	XXXTentacion Presents: Members Only, Vol. 3	100%	N/A	N/A	
163 Corey's Intro		Corey	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
164 Nothing		Cooliecut; Craig Xen; Killstation	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	

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165 Sauce!		XXXXTentacion	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
166 Gassed Up!		XXXXTentacion; Flyboy Tarantino; Kid Trunks; Bass Santana; Kin\$oul	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
167 Plottin		Flyboy Tarantino; Kid Trunks; Robb Bank\$	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
168 Pick Your Poison		Tankhead; Ikkabod Veins	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	

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169	Fall in Love with Death	Bass Santana; Cooliecut; Kin\$oul	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
170	Love Hard, Fall Fast	Flyboy Tarantino; Craig Xen	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
171	Now or Never	Flyboy Tarantino; Craig Xen; Kidway	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
172	Cold Weather	Killstation; Cooliecut; Craig Xen	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
173	Touch Eem Body	XXXTentacion; Bass Santana; Kin\$oul; Reddz	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	

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174 Jahseh on my Wrist		Bass Santana; Flyboy Tarantino; Kid Trunks; Craig Xen	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
175 He Diddy!		Ski Mask The Slump God	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
176 You Are Not M.O.		Bass Santana; Kin\$oul; Robb Bank\$; Bhrris; absentwill	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
177 Make Eem Run		XXXTentacion; Bass Santana; Ski Mask The Slump God	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	

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178 PROUD PUPPY LOVER!		Craig Xen	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
179 Woah (Freestyle)		Kid Trunks	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
180 MEMBERS ONLY!		TankHead; Ratchet Roach; Flyboy Tarantino; Cooliecut; Kid Trunks; Craig Xen; SB; Kin\$oul; Bass Santana	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
181 Radar		Ratchet Roach; Bass Santana; Robb Bank\$	XXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	

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182 Hi Wendy!		XXXXTentacion; Bass Santana; Kin\$oul; Kid Trunks; Flyboy Tarantino	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
183 Over the Rainbow		Cooliecut; Kin\$oul; Rawhool Mane	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
184 Red Pills (Love in the Matrix)		Cooliecut; Kin\$oul	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
185 Empty		Cooliecut; Craig Xen; Kin\$oul; Ski Mask The Slump God	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	

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186	Rebirth (2016)	XXXXTentacion; Killstacion	XXXXTentacion Presents: Members Only, Vol. 4	100%	N/A	N/A	
187	Voices feat. XXXXTentacion	Daniel Skye; XXXXTentacion		0%	50% of "net artist royalty"; pro rata share of SoundExchange feature artist royalties.	Dream, LLC	
188	Falling Down Falling Down feat. XXXXTentacion; Sunlight On Your Skin	Lil Peep; XXXXTentacion	Come Over When You're Sober, Pt. 2 (Deluxe)	0%	9% of PPD for sales; 12.5% of net receipts for third party licenses	Columbia/ Sony	

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189 Don't Cry	Don't Cry feat. XXXXTentacion	Lil Wayne; XXXXTentacion	Tha Carter V	0%	(e.g., sync, compilation); pro rata share of SoundExchange feature artist royalties.	Republic Records	

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190 Again	Again feat. XXXXTentacion	Noah Cyrus; XXXXTentacion		0%	50% of "net artist royalty"; ; pro rata share of SoundExchange feature artist royalties.	Records, LLC	
191 Middle Child	Middle Child feat. XXXXTentacion	PnB Rock; XXXXTentacion	TrapStar Turnt PopStar	0%	25% of "net artist royalty" and paid to Empire directly; ; pro rata share of SoundExchange feature artist royalties.	Atlantic Recording Corporation	

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192 Scared of the Dark	Scared of the Dark feat. XXXXTentacion	Lil Wayne; XXXXTentacion; Ty Dolla Sign	Spider-Man: Into the Spider-Verse (Soundtrack From & Inspired by the Motion Picture)	0%	1/3 of the "net artist royalty"; pro rata share of SoundExchange feature artist royalties.	Republic Records	
193 Roll In Peace	Roll In Peace feat. XXXXTentacion	Kodak Black; XXXXTentacion	Project Baby 2	0%	Pro rata share of SoundExchange feature artist royalties.	Atlantic Recording Corporation	
194 Banded Up	Banded Up feat. XXXXTentacion	Ronny J; XXXXTentacion	OMGRONNY	0%	Pro rata share of SoundExchange feature	Atlantic Recording Corporation	

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195	Take a Step Back	Ski Mask The Slump God; XXXXTentacion	DROWN-IN-DESIGNER	0%	Pro rata share of SoundExchange feature artist royalties.	Universal	
196	RUN IT BACK!	Craig Xen; XXXXTentacion	Broken Kids Club	0%	Pro rata share of SoundExchange feature artist royalties.	Cruel World/EMPIRE	
197	Crucify Thy Infant, Son of Whore	Craig Xen; XXXXTentacion; Garrett Revenge	Voltage	0%	Pro rata share of SoundExchange feature	Cruel World/EMPIRE	

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	Garette Revengent and XXXXTentacion				artist royalties.		
198 New Bag!	New Bag! feat. XXXXTentacion	MBD YOUNG RICH; XXXXTentacion		0%	Pro rata share of SoundExchange feature artist royalties.		
199 Roses	Roses feat. XXXXTentacion	Sky Limits; XXXXTentacion		0%	Pro rata share of SoundExchange feature artist royalties.		

REGISTERED TRADEMARKS

DESCRIPTION	OWNER REGISTRATION No.	LICENSE (IF ANY)	TYPE (TRADEMARK, COPYRIGHT, ETC.)
Bad Vibes Forever (Class 9)	5654600		Trademark
Bad Vibes Forever (Class 25)	5627992		Trademark
XXXTentacion (Class 25)	5771321		Trademark
XXXTentacion (Class 41)	5631957		Trademark

Patents

None.