

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Custom Personalization Solutions, Inc.		02/15/2021	Corporation: DELAWARE
LiveXLive Media, Inc.		02/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Harvest Small Cap Partners, L.P.		
Street Address:	505 MONTGOMERY STREET, SUITE 1250		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
Name:	HARVEST SMALL CAP PARTNERS MASTER, LTD.		
Street Address:	505 MONTGOMERY STREET, SUITE 1250		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3967810	CELEBRIUM	
Registration Number:	5880626	CPS	
Registration Number:	4370105	ELIZABETH EDMONDS	
Registration Number:	4254948	FREEDOM CLASS RINGS	
Registration Number:	4086005	FREESTYLE CLASS RINGS	
Registration Number:	2457539	LIMOGES	
Registration Number:	3639351	LIMOGES JEWELRY	
Registration Number:	4632887	PERSONALIZED PLANET	
Registration Number:	4369944	SECRET EXPRESSIONS	
Registration Number:	4369943	SET FOR LIFE	
Registration Number:	4254950	SPIRIT CLASS RINGS	

OP \$290.00 3967810

CORRESPONDENCE DATA**Fax Number:**

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.

Email: mjohnson@kmlaw.com**Correspondent Name:** Margaret M. Johnson**Address Line 1:** One East Fourth Street**Address Line 2:** Suite 1400**Address Line 4:** Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Margaret M. Johnson
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SIGNATURE:	/margaret m. johnson/
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DATE SIGNED:	02/18/2021
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of February 15, 2021 is made by Custom Personalization Solutions, Inc. a Delaware corporation (the “Company”) in favor of the holder(s) of the 8.5% Original Issue Discount Secured Notes of LiveXLive Media, Inc. (“LXL”) 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 LXL 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 LXL evidenced by the Note;

WHEREAS, in order to induce the Secured Party to extend the loans evidenced by the Note, LXL and the other Debtors (each individually a “Debtor” and collectively, the “Debtors”) executed and delivered 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 and granted 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);

WHEREAS, subsequent to the execution of the above referenced documents, LXL acquired the Company and, as required under the Security Agreement, executed that certain Additional Debtor Joinder (“Joinder”) and became a party to the Security Agreement; and

WHEREAS, under the terms of the Security Agreement and pursuant to the Joinder, Company has granted a security interest to the Secured Party, in, among other property, certain intellectual property of the Company, 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 Company and the Secured Party hereby agree as follows:

1. Grant of Security. The Company hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Company 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 the Company ("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 Company 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 Company, 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. Company 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.

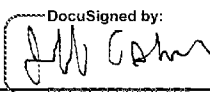
CUSTOM PERSONALIZATION SOLUTIONS

By: John Samuelick
Name
Title: President

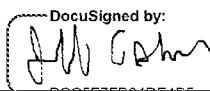
[Secured Party's signature page continues on the following page]

SECURED PARTY:

HARVEST SMALL CAP PARTNERS, L.P.

By: 
Name: Jeffrey Osher
Title: Managing Member

HARVEST SMALL CAP PARTNERS MASTER, LTD.

By: 
Name: Jeffrey Osher
Title: Managing Member

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Schedule 2 – Trademark Registrations and Applications

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>CELEBRIUM</u>	85051834	June 1, 2010	3967810	May 24, 2011	Renewed, May 24, 2021	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>CPS and Design</u> 	87649837	October 18, 2017	5880626	October 8, 2019	Registered, October 8, 2019	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>ELIZABETH EDMONDS</u>	85751394	October 11, 2012	4370105	July 16, 2013	Registered 8 & 15, December 11, 2018	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>FREEDOM CLASS RINGS</u>	85416727	September 7, 2011	4254948	December 4, 2012	Registered 8 & 15, December 10, 2018	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>FREESTYLE CLASS RINGS (Stylized)</u> 	85008083	April 7, 2010	4086005	January 17, 2012	Registered 8 & 15, July 19, 2017	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>LIMOGES</u>	75243307	February 18, 1997	2457539	June 5, 2001	Renewed, June 5, 2021	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>LIMOGES JEWELRY</u>	77618689	November 20, 2008	3639351	June 16, 2009	Renewed, June 16, 2019	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>PERSONALIZED PLANET</u>	85740983	September 28, 2012	4632887	November 4, 2014	Registered 8 & 15, October 7, 2020	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>SECRET EXPRESSIONS</u>	85673003	July 10, 2012	4369944	July 16, 2013	Registered 8 & 15, December 10, 2018	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>SET FOR LIFE</u>	85672997	July 10, 2012	4369943	July 16, 2013	Registered 8 & 15, December 10, 2018	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)
<u>SPIRIT CLASS RINGS</u>	85416747	September 7, 2011	4254950	December 4, 2012	Registered 8 & 15, December 10, 2018	Custom Personalization Solutions, LLC (Delaware Limited Liability Company)

Schedule 3 – Domain Name Registrations and Social Media Accounts

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Schedule 4 – Copyright Registrations and Applications

Schedule 5 – Licensed Intellectual Property