

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodforest National Bank		07/19/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Radio DJs, LLC		
Street Address:	220 E. Las Colinas Blvd., Suite C210		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75029		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5258842	THE PROOF IS ON YOUR RADIO	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1422695 TM B		
NAME OF SUBMITTER:	Stephanie Wade		
SIGNATURE:	/Stephanie Wade/		
DATE SIGNED:	07/20/2021		
Total Attachments: 6			
source=B - Intellectual Property Security Agreement - Radio DJ's [SIGNED]#page1.tif			
source=B - Intellectual Property Security Agreement - Radio DJ's [SIGNED]#page2.tif			
source=B - Intellectual Property Security Agreement - Radio DJ's [SIGNED]#page3.tif			

OP \$40.00 5258842

source=B - Intellectual Property Security Agreement - Radio DJ's [SIGNED]#page4.tif
source=B - Intellectual Property Security Agreement - Radio DJ's [SIGNED]#page5.tif
source=B - Intellectual Property Security Agreement - Radio DJ's [SIGNED]#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of July 19, 2021, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Woodforest National Bank (the "Lender").

WHEREAS, Radio DJs, LLC, a Texas limited liability company ("Borrower") has, among other borrowers, entered into a Pledge and Security Agreement dated as of July 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), with Lender. Terms defined in the Pledge and Security Agreement and not otherwise defined herein are used herein as defined in the Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to Lender a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this IP Security Agreement by electronic transmission (including telecopy, pdf or email) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Pages Follow]

RADIO DJs, LLC

By: 

Name: George Laughlin

Title: Manager

Address for Notices:

Radio DJs, LLC

220 E. Las Colinas Blvd., Suite C210

Irving, Texas 75029

Attention: George Laughlin

Schedule A

PATENTS

None.

Schedule B

TRADEMARKS

<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Application Date</u>
1. United States	THE PROOF IS ON YOUR RADIO SM	5,258,842	8/8/2017	5/30/2016

Schedule C
COPYRIGHTS

None.