

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697910

| | | | |
|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MOM AND POP MUSIC PROPERTIES LLC | | 12/22/2021 | Limited Liability Company: DELAWARE |
| MOM & POP MUSIC CO. LLC | | 12/22/2021 | Limited Liability Company: DELAWARE |
| MOM AND POP ENTERTAINMENT LLC | | 12/22/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | EXCELERATION MUSIC PARTNERS, LLC | | |
| Street Address: | 4235 Hillsboro Pike Suite 300 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37215 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3746221 | MOM & POP | |
| Registration Number: | 3715088 | MOM & POP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <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: | 214-981-3483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin LLP | | |
| Address Line 2: | 2021 McKinney Ave., Suite 2000 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 70219-10030 | | |
| NAME OF SUBMITTER: | Dusan Clark | | |
| SIGNATURE: | /Dusan Clark/ | | |
| DATE SIGNED: | 12/27/2021 | | |

CH \$65.00 3746221

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of December 22, 2021 (this “IP Security Agreement”), by MOM AND POP MUSIC PROPERTIES LLC, a Delaware limited liability company (“M&P Music Properties”), MOM & POP MUSIC CO. LLC, a Delaware limited liability company (“M&P Music Co.”), MOM AND POP ENTERTAINMENT LLC, a Delaware limited liability company (“M&P Entertainment”, and together with M&P Music Properties and M&P Music Co., each a “Grantor” and collectively the “Grantors”), in favor of EXCELERATION MUSIC PARTNERS, LLC (“Lender”).

RECITALS

Pursuant to that certain Loan and Security Agreement, dated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among the Grantors, the other Loan Parties party thereto from time to time, and Lender, Borrowers have requested and Lender has agreed to make available to Borrowers a revolving credit facility upon and subject to the terms and conditions set forth in the Loan Agreement. To secure Grantors’ obligations to Lender, Grantors granted Lender a Lien and security interest in substantially all of Grantors’ property and assets.

It is a condition precedent to Lender’s making credit available to Grantors under the Loan Agreement and to make any loans or otherwise extend credit to Grantors under the Loan Documents (as such term is defined in the Loan Agreement), that Grantors execute and deliver to Lender an intellectual property security agreement; and

Grantors wish to grant a security interest in favor of the Lender 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, each Grantor hereby represents, warrants, covenants and agrees with Lender, 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 any 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 such Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which any 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 any Grantor and now or hereafter covered by such license agreements.

1.2 “Copyrights” means all of the following in which any 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 any 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 any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Patent (whether such Grantor is the licensee or the licensor thereunder) including licenses pursuant to which any 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 any Grantor and now or hereafter covered by such license agreements.

1.9 “Patents” means all of the following in which any 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, (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 all of the indebtedness, obligations and liabilities of the Grantors to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Agreement and the other Loan Documents or pursuant to this IP Security Agreement.

1.11 “Trademark License” means any written agreement in which any Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether such Grantor is the licensee or the licensor thereunder) including licenses pursuant to which any 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 any Grantor and now or hereafter covered by such license agreements.

1.12 “Trademarks” means any of the following in which any 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) 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 (f) 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 Lender’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 any 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 Lender to enter into the Loan Agreement, each Grantor hereby grants to Lender a security interest in all of such 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, without limitation, the Copyrights, Patents and Trademarks that are the subject of any registration or application listed in Schedule A in which any 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, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of any 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: (i) any intent-to-use application for a Trademark to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under United States federal law and (ii) any contractual obligation entered into by any Grantor that prohibits or requires the consent of any Person other than any Grantor and its affiliates which has not been obtained as a condition to the creation by any Grantor of a Lien on any right, title or interest in such contractual obligation, but only to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC; provided, however, any proceeds, products, substitutions or replacements of such items shall constitute IP Collateral.

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

3.1 Notwithstanding anything contained in this IP Security Agreement to the contrary, each 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. Lender 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 Lender of a Lien therein or the receipt by Lender of any payment relating to any License pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of the Grantors 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. Each Grantor agrees that any rights granted under this IP Security Agreement to Lender with respect to all of the Collateral shall be worldwide (subject to any territorial limitations on rights of Grantor which are included in the Collateral) and without any liability for royalties or other related charges from Lender to Grantors.

3.2 Lender authorizes each 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 Lender may, upon the occurrence and during the continuation of any Event of Default and with prior written notice to each Grantor, limit or terminate said authority at any time.

3.3 Lender may at any time, upon the occurrence and during the continuation of any Event of Default, without prior written notice to each Grantor of its intention to do so, notify any account debtors of the applicable Grantor or any parties to the Licenses of such Grantor that the accounts and the right, title and interest of such Grantor in and under such Licenses have been assigned to Lender and that payments shall be made directly to Lender. Upon the request of Lender at any time after the occurrence and during the continuation of an Event of Default, such Grantor shall so notify such account debtors and parties to such Licenses. Upon the occurrence and during the continuation of any Event of Default, Lender 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 Lender's reasonable satisfaction, the existence, amount and terms of any such accounts or Licenses.

4. [RESERVED.]

5. RIGHTS AND REMEDIES UPON DEFAULT. If any Event of Default shall occur and be continuing, Lender 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 (including, for the avoidance of doubt, the Loan Agreement), all rights and remedies of a secured party under the UCC or any other applicable law.

6. LENDER'S RIGHT TO SUE. From and after the occurrence and during continuation of an Event of Default, Lender 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 Lender commence any such suit, each Grantor shall, at the request of Lender, use commercially reasonable efforts to do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. [Reserved.]

8. MISCELLANEOUS.

8.1 No Waiver; Cumulative Remedies.

8.1.1. No failure to exercise and no delay in exercising, on the part of Lender, any right, remedy, power or privilege under this IP Security Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No notice to or demand on the Grantors in any case shall, of itself, entitle it to any other or further notice or demand in similar or other circumstances. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

8.1.2. No amendment or waiver of any provision of this IP Security Agreement, and no consent with respect to any departure by any Grantor, shall be effective unless the same shall be in writing and signed by both Lender and the Grantors, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

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 and Grantors have 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 Lender and Grantors 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 Grantors. At the request and sole expense of Grantors following any such termination, Lender shall deliver to Grantors all termination statements, releases or other instruments as may be necessary or proper to revest in Grantors (without recourse to or warranty by Lender, except for encumbrances created by Lender, provided that no such recourse or warranty shall apply to any IP Collateral sold or otherwise disposed of by Lender 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 Lender 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 avoided, 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 avoided, 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 Grantors, Lender, and each of their respective successors and permitted assigns. The right of each of Grantors and Lender 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 signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

8.6 Severability; Conflict. Any provision of this IP Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. 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.

8.7.1. THIS IP SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

8.7.2. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK AND THE UNITED STATES DISTRICT

COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (b) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO IT AT ITS ADDRESS SET FORTH IN SCHEDULE II TO THE LOAN AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH LENDER SHALL HAVE BEEN NOTIFIED PURSUANT TO SECTION 13.17 OF THE LOAN AGREEMENT; AND (c) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

8.8 Waiver of Jury Trial. IN ANY LEGAL ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, RELATING TO THIS IP SECURITY OR ANY DOCUMENT, INSTRUMENT OR AGREEMENT DELIVERED PURSUANT HERETO (A) EACH BORROWER AND LENDER HEREBY, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUCH LEGAL ACTION OR PROCEEDING, AND (B) EACH OF GRANTORS AND LENDER HEREBY, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, ACTUAL DAMAGES. EACH GRANTOR AGREES THAT THIS SECTION 8.8 IS A SPECIFIC AND MATERIAL ASPECT OF THIS IP SECURITY AGREEMENT.

8.9 Advice of Counsel. Grantors and Lender 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 Descriptive Headings. The descriptive headings of the various provisions of this IP Security Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

8.11 Usage. For purposes of this IP Security Agreement: (a) the singular includes the plural and the plural includes the singular; (b) the words "and" and "or" are used in the conjunctive or disjunctive as the sense and circumstances may require; (c) any form of the word "include" shall be deemed to be followed by the words "without limitation"; and (d) 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.

MOM & POP MUSIC CO. LLC

By: 
Name: Thaddeus Rudd
Title: Co-President, Co-Chief Financial Officer, and
Co-Secretary

MOM AND POP MUSIC PROPERTIES LLC
MOM AND POP ENTERTAINMENT LLC

By: 
Name: Thaddeus Rudd
Title: Chief Financial Officer

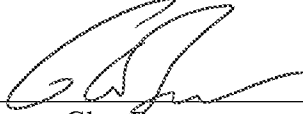
ADDRESS:

1140 Broadway, Suite 1505
New York, New York 10001

ACCEPTED AND ACKNOWLEDGED BY:

EXCELERATION MUSIC PARTNERS, LLC

By



Name: Glen Barros

Title: Managing Partner

ADDRESS:

4235 Hillsboro Pike Suite 300

Nashville, Tennessee

SCHEDULE A TO SECURITY AGREEMENT

INTELLECTUAL PROPERTY

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|--------------------------|----------------------------|----------------------|
| Mom & Pop Music Co., LLC | 3746221 | MOM & POP |
| Mom & Pop Music Co., LLC | 3715088 | MOM & POP |

TRADEMARK APPLICATIONS

None.

COPYRIGHTS

COPYRIGHT APPLICATIONS

PATENTS

None.

PATENT APPLICATIONS

None.

ADMINISTRATION RIGHTS

[See attached.]