

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOOP MEDIA, INC.		07/29/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Industrial Funding Group, Inc.		
Street Address:	13848 Ventura Blvd.		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91423		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6263810		
Serial Number:	90895976	LOOP	
Serial Number:	88581994	LOOP	
Serial Number:	90895981	MUSIC NEWS LOOP	
Serial Number:	97021958	MUSICNEWSLOOP	
Serial Number:	97021910		
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:	530-304-6922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Michael Berens		
Address Line 1:	9901 I.H. 10 West, Suite 800		
Address Line 4:	San Antonio, TEXAS 78230		
ATTORNEY DOCKET NUMBER:	1751468 TM		
NAME OF SUBMITTER:	Ramona Garcia		
SIGNATURE:	/Ramona Garcia/		
DATE SIGNED:	08/01/2022		

OP \$165.00 6263810

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 29, 2022 (this “Agreement”), made by LOOP MEDIA, INC. a Nevada corporation with a principal place of business located at 700 N. Central Ave., Ste. 430, Glendale, CA 91203 (“Grantor”), in favor of INDUSTRIAL FUNDING GROUP, INC., a California corporation with offices at 13848 Ventura Blvd., Sherman Oaks, CA 91423 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the “Trademarks”); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

WHEREAS, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor’s obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender’s entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Loan Agreement.

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

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby, upon the occurrence of an Event of Default, irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default, excluding any Excluded Collateral to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued under applicable law. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized to file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

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

LOOP MEDIA, INC.

DocuSigned by:

By: Neil Watanabe

Name: Neil Watanabe

Title: CFO

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By: _____

Name:

Title:

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

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

LOOP MEDIA, INC.

By: _____
Name: Neil Watanabe
Title: CFO

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By:  _____
Name: Anthony D. Adams
Title: President

[SIGNATURE PAGE -- TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademark Registrations and Applications

Country	Title	Owner	Case Status	Case Ref.	Application No.	Application Date	Registration No.	Registration Date	Case Type	Property Type	Local Classes
United States of America	LOOP word mark	Loop Media, Inc.	Registered	744783/US	88/581892	8/16/2019	6263810	2/9/2021	Prosecution	Trademark	09, 38, 41
United States of America	LOOP Logo 1	Loop Media, Inc.	Application filed	744784/US	90/895976	8/23/2021			Prosecution	Trademark	09, 38, 41
United States of America	LOOP Logo 2	Loop Media, Inc.	Application allowed	744785/US	88/581994	8/16/2019			Prosecution	Trademark	09, 38, 41
United States of America	MUSIC NEWS LOOP	Loop Media, Inc.	Application filed	757178/US	90/895981	8/23/2021			Prosecution	Trademark	09, 38, 41
United States of America	MUSIC NEWS LOOP Word Logo	Loop Media, Inc.	Application filed	757704/US	97/021958	9/10/2021			Prosecution	Trademark	09, 38, 41
United States of America	MUSIC NEWS LOOP Design Logo	Loop Media, Inc.	Application filed	757705/US	97/021910	9/10/2021			Prosecution	Trademark	09, 38, 41

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 202_ made by LOOP MEDIA, INC. a Nevada corporation with a principal place of business located at 700 N. Central Ave., Ste. 430, Glendale, CA 91203 ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Industrial Funding Group, Inc., a California corporation ("Lender") are parties to that certain Loan and Security Agreement, dated as of July 29, 2022 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is shall assign the Trademarks to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith excluding any Excluded Collateral to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any

registration issued under applicable law, on the condition that one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents.

2. Effective Date. This Assignment is effective as of the date that one or more Events of Default have occurred under the Loan Agreement and the Lender has exercised its rights and remedies under the Loan Agreement and the other Loan Documents (the "Effective Date"). This Assignment shall be null and void as of termination of the Loan Agreement.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment after the Effective Date.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

LOOP MEDIA, INC.

By: _____

Name: Neil Watanabe

Title: CFO