

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mass Appeal Media, Inc.		12/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO INNOVATION FUND III, LLC		
Street Address:	3575 Piedmont Rd Bldg 15 Ste 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97921805	HIP HOP TIL INFINITY	
Serial Number:	97387774	HIP HOP 50	
Serial Number:	97381058	HIP HOP 50	
Registration Number:	6769045	HIPHOP50	
Registration Number:	7176378	MAJR MASS APPEAL JR.	
Registration Number:	6092172	BOOMBLOX	
Registration Number:	6380699	STREET DREAMS MUSIC	
Registration Number:	4551167	MASS APPEAL	
Registration Number:	5047600	MASS APPEAL	
Registration Number:	4874800	MASS APPEAL	
Registration Number:	4447964	MASS APPEAL	
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:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		

OP \$290.00 97921805

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	2204252
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	12/07/2023
Total Attachments: 6 source=LAGO - Mass Appeal - IP Security Agreement#page1.tif source=LAGO - Mass Appeal - IP Security Agreement#page2.tif source=LAGO - Mass Appeal - IP Security Agreement#page3.tif source=LAGO - Mass Appeal - IP Security Agreement#page4.tif source=LAGO - Mass Appeal - IP Security Agreement#page5.tif source=LAGO - Mass Appeal - IP Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 7, 2023 (the "**Agreement**") between **LAGO INNOVATION FUND III, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, "**Agent**") and **MASS APPEAL MEDIA INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of December 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MASS APPEAL MEDIA INC.,
a Delaware corporation

DocuSigned by:

Peter Bittenbender

By: _____

Name: Peter Bittenbender

Title: Chief Executive Officer

Address for Notices:

MASS APPEAL MEDIA INC.
381 Broadway, 3rd Floor
New York NY 10013
Attn: Peter Bittenbender
Email: Peter@massappeal.com

AGENT:

LAGO INNOVATION FUND III, LLC,
a Delaware limited liability company

By: _____

Name: Tim Gottfried

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Tim Gottfried
e: tim@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 40369397

TRADEMARK
REEL: 008281 FRAME: 0653

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MASS APPEAL MEDIA INC.,
a Delaware corporation

By: _____

Name: Peter Bittenbender


Title: Chief Executive Officer

Address for Notices:

MASS APPEAL MEDIA INC.
381 Broadway, 3rd Floor
New York NY 10013
Attn: Peter Bittenbender
Email: Peter@massappeal.com

AGENT:

LAGO INNOVATION FUND III, LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
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Name: Tim Gottfried

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Tim Gottfried
e: tim@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 40369397

TRADEMARK
REEL: 008281 FRAME: 0654

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date (or Registration Date):</u>
HIP HOP LIL BISHNLY	97921805	N/A	App 97921805	05-May-2023
HIP HOP 50	97387774	N/A	App 97387774	28-Apr-2022
HIP HOP 50	97381058	N/A	App 97381058	26-APR-2022
HipHop50	90275645	Reg 6769045	App 90275645	21-Jun-2022
MASS APPEAL JR.	88428476	Reg 7176378	App 88428476	26-Sep-2023
BOOMBLOX	88428487	Reg 6092172	App 88428487	30-Jun-2020
SORE FEELINGS MUSIC	88078471	Reg 6380699	App 88078471	08-Jun-2021
MASS APPEAL	86100715	Reg 4551167	App 86100715	17-Jun-2014
MASS APPEAL	85945470	Reg 5047600	App 85945470	27-Sep-2016
MASS APPEAL	85942538	Reg 4874800	App 85942538	22-Dec-2015
MASS APPEAL	85979638	Reg 4447964	App 85979638	10-Dec-2013

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>