

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TUNEIN, INC.		01/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	7216230		
Registration Number:	7215958	TUNE IN	
Registration Number:	7042877		
Registration Number:	7046560	T I	
Registration Number:	7227457	TUNEIN	
Registration Number:	5135941		
Registration Number:	2807344	RADIO TIME	
Serial Number:	97795763	TUNEIN EXPLORER	
Serial Number:	98034517	TUNEIN SWITCH	
Serial Number:	97794133	TI EXPLORER	
Serial Number:	97793917	TI EXPLORER	
Serial Number:	98034515	TUNEIN SWITCH	
Serial Number:	98034547	TUNEIN SWITCH	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		

OP \$340.00 7216230

Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 01/29/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 29, 2024 by and among TUNEIN HOLDINGS, INC., a Delaware corporation (“Parent”), TUNEIN, INC., a Delaware corporation (“Opco”), and AVIDBANK, a California corporation (“Bank”). Parent and Opco are each referred to herein as a “Grantor” and collectively, as the “Grantors”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is executed and delivered by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” or electronic signature page were an original hereof, with full legal force and effect, and the parties waive any rights they may have to object to such treatment.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.


Address of Grantors:

475 Brannan St., Suite 320
San Francisco, CA 94107
Attn: Richard Stern, CEO

TUNEIN HOLDINGS, INC.

By: DocuSigned by:

AFPC788995524E8
Name: Rich Stern
Title: Ceo

TUNEIN, INC.

By: DocuSigned by:

AFPC788995524E8
Name: Rich Stern
Title: Ceo

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

BANK:

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Elizabeth Saavedra

AVIDBANK

By: DocuSigned by: Diana Mattson
35C0B9AAE7F8BF...
Name: Diana Mattson
Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B**Patents**Please Check Box if No Patents Exist

Name of Owner	Title	Application Number / Patent Number	Application Date / Issue Date
Opco	PROVIDING PERSONALIZED EXPERIENCES RELATED TO STREAMING OF BROADCAST CONTENT OVER A NETWORK	9,197,915	Nov. 24, 2015
Opco	PROVIDING PERSONALIZED RECOMMENDATIONS FOR STREAMING OF BROADCAST CONTENT OVER A NETWORK	9,479,808	Oct. 25, 2016
Opco	SYSTEM AND METHOD FOR PROVIDING CROWD SOURCED METRICS FOR NETWORK CONTENT BROADCASTERS	11,308,503	Apr. 19, 2022
Opco	SYSTEM AND METHOD FOR PROVIDING CROWD SOURCED METRICS FOR NETWORK CONTENT BROADCASTERS	17/694,327	Mar. 14, 2022
Opco	METHODS AND SYSTEMS FOR GEOSPATIAL IDENTIFICATION OF MEDIA STREAMS	17/989,518	Nov. 17, 2022
Opco	METHODS AND SYSTEMS FOR GEOLOCATION-BASED MEDIA STREAMING	17/989,491	Nov. 17, 2022
Opco	SYSTEM AND METHOD FOR PROVIDING CROWD SOURCED METRICS FOR NETWORK CONTENT BROADCASTERS	18/458,359	Aug. 30, 2023

EXHIBIT C**Trademarks**Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
OpcO	RADIO TIME	86329803		*
OpcO		97422000	7216230	2023-11-14
OpcO	TUNEIN EXPLORER	97795763		2023-02-15
OpcO	TUNE IN	97231250	7215958	2023-11-14
OpcO	TUNEIN SWITCH	98034517		2023-06-08
OpcO		97422016	7042877	2023-05-02
OpcO	TI EXPLORER	97794133		2022-05-20
OpcO	TUNEIN	85068998		*
OpcO	T I	97231294	7046560	2023-05-09
OpcO	TUNEIN	97231204	7227457	2023-11-28
OpcO	TUNEIN	85457668		*
OpcO	TI EXPLORER	97793917		2023-02-14
OpcO	TUNEIN SWITCH	98034515		2023-06-08
OpcO	TUNEIN SWITCH	98034547		2023-06-08
OpcO		87008912	5135941	2017-02-07
OpcO	POCKET PC FILMS	76436554		*
OpcO	RADIO TIME	76448035	2807344	2004-01-20

* — indicates dead, abandoned or cancelled trademark