

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Audible Magic Corporation		01/17/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Mr. Addison Fischer
Street Address:	5801 Pelican Bay Blvd., #104
City:	Naples
State/Country:	FLORIDA
Postal Code:	34108
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3238292	AM AUDIBLE MAGIC
Registration Number:	2921792	COPYSENSE
Registration Number:	2984051	COPYSENSE
Registration Number:	2776861	REPLICHECK
Registration Number:	2867719	REPLICHECK
Registration Number:	2743085	AUDIBLE MAGIC CORPORATION
Registration Number:	2960014	AUDIBLE MAGIC CORPORATION
Registration Number:	2570936	CLANGO
Registration Number:	2810920	AUDIBLE MAGIC
Serial Number:	77946093	ADFIT
Serial Number:	77946101	ADFIT
Serial Number:	77836665	RIGHTSVIEW
Registration Number:	2227405	SOUNDFISHER
Registration Number:	2227404	MUSCLE FISH

CH \$365.00 3238292

CORRESPONDENCE DATA

Fax Number: (305)961-5812
Phone: 3055790812
Email: mrv@gtlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Greenberg Traurig Attn: Manuel Valcarcel
Address Line 1: 333 Avenue of the Americas, Suite 4400
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	023331.011000
NAME OF SUBMITTER:	Manuel Valcarcel
Signature:	/Manuel Valcarcel/
Date:	02/24/2012

Total Attachments: 32

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of January 17, 2012 by and between Audible Magic Corporation, a California corporation (the "Grantor") and Addison Fischer, an individual (the "Secured Party").

WITNESSETH:

WHEREAS, the parties are entering into a Loan and Warrant Purchase Agreement dated as of even date herewith (together with the other documents referenced therein, as such may be amended, modified, supplemented or restated hereafter, the "Loan Agreement") pursuant to which the Secured Party has agreed to make a loan to the Grantor; and

WHEREAS, the obligations of the Secured Party to make such loan is conditioned upon, among other things, the execution and delivery of this Agreement by the Grantor, granting to the Secured Party a first priority security interest and lien on all of the Grantor's Intellectual Property (as defined below).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Grantor and the Secured Party (and each of their respective successors or assigns), hereby agree as follows:

1. Definitions: As used herein, the following terms shall have the following meanings:

"Copyright(s)" shall mean all copyrights, moral rights, rights of attribution and like protections in a work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, both U.S. and foreign, including, without limitation, those listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all registration applications for same.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Event of Default" shall mean a breach of the Grantor's obligations hereunder or under the Loan Agreement.

"Intellectual Property" shall mean all Patents, Trademarks, Copyrights, Licenses, trade secrets, inventions, discoveries, works of authorship, know-how, confidential or

proprietary information, technology, customer lists, software and any other intangible rights.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Note” shall mean that certain convertible promissory note issued to the secured party in the aggregate principal amount of \$300,000, dated January 17, 2012.

“Patents” shall mean all patents, patent applications, letters patent and applications for letters patent, and the inventions and improvements therein disclosed, both U.S. and foreign, and any and all divisions, reissues, extensions, continuations and continuations-in-part of said letters patent including, without limitation, those listed on EXHIBIT B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, entity names, fictitious names, domain names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or unregistered, both U.S. and foreign, including, without limitation, those listed on EXHIBIT C annexed hereto and made a part hereof, together with all common law rights, all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

2. Grant of Security Interest: As security for the payment of all amounts payable pursuant to the Loan Agreement and performance in full of all obligations thereunder and hereunder, the Grantor hereby grants to the Secured Party a continuing first priority security interest and lien, in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising anywhere in the world, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Intellectual Property.
- (b) All renewals of any of the foregoing.
- (c) All General Intangibles (as defined under the Uniform Commercial Code) connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (d) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (e) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (f) All proceeds of any of the foregoing.

In addition, with respect to the Copyrights, the Trademarks and the Patents, the Grantor shall, concurrently with execution and delivery of this Agreement, execute in blank and deliver to the Secured Party an Assignment of Copyrights, Assignment of Trademarks and Assignment of Patents in substantially the forms attached hereto as ANNEXES 1-3, respectively. The Grantor hereby authorizes the Secured Party to complete as assignee and record with the Copyright Office or the PTO, as applicable, said assignments upon the occurrence and during the continuance of an Event of Default and the exercise of the Secured Party's remedies under this Agreement and under the Loan Agreement.

3. Protection of IP Collateral by the Grantor: Except as set forth in this Section 3, the Grantor shall undertake the following with respect to each of the items constituting IP Collateral:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the IP Collateral and with the processing of the IP Collateral and take all other reasonable and necessary steps to maintain each registration of the IP Collateral.
- (b) At the Grantor's sole cost, expense and risk, take all actions reasonably necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way. The Grantor shall not withdraw or abandon any Patent, Trademark or Copyright, or withdraw or abandon any pending Patent or Trademark Copyright application, or transfer any interest in any of the IP Collateral to any third party, without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.
- (c) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts. The Grantor shall, at the Grantor's sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in the Grantor's reasonable

discretion, exercised in good faith, with prior written notice to and consent from the Secured Party, such renewal or extension is not reasonable, prudent or beneficial to the Grantor or its operations.

- (d) At the Grantor's sole cost, expense, and risk, take any and all action, which is reasonably necessary to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, policing its rights and prosecution and defense of infringement actions. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no material adverse effect would result therefrom, the Grantor shall not have an obligation to use or to maintain any of the IP Collateral (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the IP Collateral that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property becomes IP Collateral subject to the security interest and lien created by this Agreement, and provided further that the Grantor provides prior written notice to the Secured Party and obtains the Secured Party's written consent to same, which consent will not be withheld unreasonably.

4. Grantor's Representations and Warranties: The Grantor represents and warrants that:

- (a) EXHIBIT A is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid and enforceable. All Copyright Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on EXHIBIT A and copies of same have been delivered to the Secured Party.
- (b) EXHIBIT B is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid and enforceable. All Patent Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on EXHIBIT B and copies of same have been delivered to the Secured Party.
- (c) EXHIBIT C is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantor as of the date hereof, all of which are subsisting, valid and enforceable. All Trademark Licenses which are material to the operation of the Grantor's business are indicated with an asterisk on EXHIBIT C and copies of same have been delivered to the Secured Party.
- (d) Except as set forth in EXHIBITS A, B and C, none of the IP Collateral is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.
- (e) All IP Collateral is, and shall remain, free and clear of all liens, security interests or other encumbrances of any kind in favor of any third party,

other than encumbrances in favor of the Secured Party.

- (f) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of the Grantor's business as currently conducted. The Grantor is the sole and exclusive owner of all rights in and to the IP Collateral listed in the attached EXHIBITS A, B and C indicated as owned rather than licensed, and no employee, independent contractor or other third party has any interest in any of same except as specified in EXHIBITS A, B and C. No material claim has been asserted and is pending by any third party challenging or questioning the use by the Grantor of any of such Intellectual Property or the validity or effectiveness of any of such Intellectual Property, nor does the Grantor know of any valid basis for any such claim. The Grantor shall have the duty to promptly notify the Secured Party of any such claim or infringement and the details thereof. To the Grantor's knowledge, none of the IP Collateral nor use of any of same infringes the rights of any third party and no third party is infringing any of the IP Collateral. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or the Grantor's rights in, any of the IP Collateral in any respect that could reasonably be expected to have a material adverse effect on the business or the property of the Grantor.
- (g) The Grantor shall give the Secured Party written notice (with reasonable detail) within ten (10) calendar days after the end of each calendar quarter following the occurrence of any of the following:
 - (i) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any additional Intellectual Property.
 - (ii) The Grantor's becoming entitled to the benefit of any Intellectual Property whether as licensee or licensor.
 - (iii) The Grantor's entering into any new Licenses or any proposed amendment to any License.
 - (iv) The Grantor's knowing or having reason to know, that any application or registration relating to any of the IP Collateral may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any of the IP Collateral or the Grantor's right to register or own and maintain same.
- (h) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or any agreement to which the Grantor is a party or by which any of its property is bound.

5. Agreement Applies to Future Intellectual Property; Security Interest Perfection With Respect to All Existing and Future IP Collateral:

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4(g), above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.
- (b) Upon the request of the Secured Party, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest and lien in any of the IP Collateral (including, without limitation, filings of financing statements or other documents with the California Department of State, and recordal of this Agreement or other documents at the PTO, the Copyright Office or any similar office), and the Grantor hereby constitutes and appoints the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes pursuant to Section 9 below; provided, however, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby. Notwithstanding the foregoing, the Grantor authorizes the Secured Party to modify this Agreement, without the necessity of any further approval or signature from the Grantor, by amending EXHIBITS A, B or C to include any such additional property or rights described in Section 4(g), above.

6. Grantor's Rights to Enforce the IP Collateral: Prior to the occurrence of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the IP Collateral against encroachment by third parties, provided, however:

- (a) The Grantor first provide the Secured Party with written notice of the Grantor's intention to so sue for enforcement of any IP Collateral.
- (b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral and shall be applied toward payment of the amounts owed to the Secured Party.

7. Secured Party's Actions to Protect the IP Collateral: In the event of (a) the Grantor's failure to cure any failure by the Grantor to perform any of the Grantor's obligations hereunder; and/or (b) the occurrence and continuance of any Event of Default, the Secured Party, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Secured Party's own right in connection therewith. In the event of any material infringement by a third party of any of the IP Collateral, the Grantor shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems

reasonably necessary. If the Grantor shall fail to take such action within fourteen (14) calendar days after such notice is given to the Secured Party, the Secured Party may upon notice to the Grantor, but shall not be required to, itself take such action in the name of the Grantor, and the Grantor hereby appoints the Secured Party the true and lawful attorney-in-fact of the Grantor pursuant to Section 9 below to commence and pursue judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the reduce the amounts owed by the Grantor to the Secured Party under the Loan Agreement or any other agreement between the Grantor and the Secured Party.

8. Rights upon Default: Upon the occurrence of any Event of Default or any breach of any representation, warranty or obligation hereunder by the Grantor, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of California, with respect to the IP Collateral, in addition to which the Secured Party may sell, license, assign, transfer, or otherwise dispose of, use or otherwise exploit the IP Collateral in whole or in part as the Secured Party determines in its sole and absolute discretion. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that the Secured Party is authorized to exercise such rights and remedies. The Secured Party shall give to the Grantor at least ten (10) days' prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the IP Collateral or of the time after which any private sale or any other intended disposition is to be made. To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the IP Collateral and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for including, but not limited to, this Agreement and the IP Collateral, or guaranties of repayment of any amounts owed to the Secured Party or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or any other instrument evidencing any of the amounts owed and any other obligations of the Grantor to the Secured Party or by which any of same is secured or guaranteed, and to the extent that it lawfully may, the Grantors hereby irrevocably waives the benefits of all such laws.

9. Secured Party as Attorney-In-Fact:

(a) The Grantor hereby irrevocably constitutes, appoints and designates the Secured Party as the Grantor's attorney-in-fact:

- (i) To exercise any of the rights and powers referenced herein.
 - (ii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Secured Party.
- (c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Secured Party's Rights: Any use by the Secured Party of the IP Collateral as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Loan Agreement, shall be at least coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. Further Assurances: The Grantor shall, at the Grantor's sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement the Uniform Commercial Code or other laws of the United States or the State of California or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party its rights hereunder or in any of the IP Collateral, and the Grantor hereby irrevocably authorizes the Secured Party or its designee, at the Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without the Grantor's signature, as the Secured Party may deem appropriate; provided that the Secured Party shall deliver to the Grantor copies of all such financing statements and shall terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party. In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in

connection with the IP Collateral, the Grantor shall hold the Secured Party and its affiliates and their respective officers, directors, managers, members, shareholders and representatives harmless from any and all costs, damages, liabilities and expenses that may be incurred by any of them in connection with the Secured Party's interest in the IP Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby.

12. Waivers: Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the amounts owed to the Secured Party and any of the IP Collateral, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall not have any duty as to the protection of the IP Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the IP Collateral without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the amounts owed to the Secured Party and/or the IP Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

13. Releases: The Grantor and the Secured Party may from time to time agree in writing to the release of certain of the IP Collateral from the security interest created hereby.

14. Miscellaneous:

(a) The Grantor shall hold the Secured Party harmless from any and all costs, damages and expenses which may be incurred by the Secured Party or the Grantor in connection with any action or failure to act by the Secured Party or the Grantor in connection with this Agreement.

(b) THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the state or federal courts

of the State of California, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Loan Agreement.

(c) All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

(d) When all amounts and other obligations owed by the Grantor to the Secured Party have been paid, performed and indefeasibly discharged in full or the Note has been converted by the terms thereof, this Agreement shall terminate, and the Secured Party shall, upon request and at the Grantor's expense, execute all such documentation necessary to release its security interest hereunder.

(e) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

(f) Neither this Agreement nor any of the obligations of the Grantor hereunder may be assigned or delegated without the prior written consent of the Secured Party. The Secured Party may freely assign this Agreement. This Agreement and all obligations of the Grantor shall be binding upon the successors and permitted assigns of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, the provision held to be invalid, illegal or unenforceable shall if possible be modified to the extent needed to become valid, legal and enforceable, and the provision as modified together with the remainder of this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

(g) THE GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOAN UNDER THE LOAN AGREEMENT. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 14 any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantors certifies that neither the Secured Party nor any representative of the Secured Party or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers

and acknowledges that, in entering into the Loan Agreement and the other agreements and instruments referenced therein to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications in this Section 14.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Agreement as of the date first above written.

GRANTOR:

AUDIBLE MAGIC CORPORATION, a California corporation

By: Vance Hoyle
Name: Vance Hoyle
Title: CEO

SECURED PARTY:

ADDISON FISCHER
A. M. Fischer

EXHIBIT A

List of Copyrights and Copyright Licenses

**LIST COPYRIGHTS, SOFTWARE AND OTHER WORKS OF AUTHORSHIP
AND LICENSE AGREEMENTS**

The software and system generally known as RepliCheck.

The software and system generally known as CopySense.

The software and system generally known as the Identification Server, including ancillary software and processes to support the Identification Server in production.

The software and system generally known as the Audible Magic P2P Library.

The software and system generally known as the Audible Magic MFCBR Library.

The software and system generally known as Repeat Audio Detection System (RADS).

The software and system generally known as the Listening Post.

The software and systems generally known as the Audible Magic Music Database, including ancillary software and processes to maintain and manage the Music Database.

The software and systems generally known as TVID and SmartSync.

EXHIBIT B

LISTS OF PATENT FILINGS AND PATENT LICENSES

U.S. Patent No. 5,918,223-Method and article of manufacture for content-based analysis, storage, retrieval, and segmentation of audio information (subject to pre-existing security interest granted to Muscle Fish, LLC).

U.S. Patent No. 6,834,308-Method and apparatus for identifying media content presented on a media playing device.

U.S. Patent No. 6,968,337 - Method and apparatus for identifying an unknown work.

U.S. Patent No. 7,529,659 - Method and apparatus for identifying an unknown work.

U.S. Patent No. 7,711,652 - Copyright detection and protection system and method.

U.S. Patent No. 7,565,327 - Copyright detection and protection system and method.

U.S. Patent No. 7,707,088 - Copyright detection and protection system and method.

U.S. Patent No. 7,363,278 - Copyright detection and protection system.

U.S. Patent No. 7,877,438 - Method and apparatus for identifying new media content.

U.S. Patent No. 7,562,012 - Method and apparatus for creating a unique audio signature.

U.S. Patent No. 7,500,007 - Method and apparatus for identifying media content presented on a media playing device.

U.S. Patent No. 7,797,249 - Network content monitor and business rules

U.S. Patent No. 7,917,645 – Method and apparatus for identifying media content presented on a media playing device.

U.S. Patent No. 8,082,150 - Method and apparatus for identifying an unknown work.

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U.S. Patent No. 8,006,314 - System for identifying content of digital data

U.S. Patent Application Serial No. 11/191,493-Distributed Decoy Content Identification.

U.S. Patent Application Serial No. 11/048,338-Copyright detection and protection system and method.

U.S. Patent Application Serial No. 12/035,599 - Copyright detection and protection system and method.

U.S. Patent Application Serial No. 12/277,291 - Copyright detection and protection system and method.

U.S. Patent Application Serial No. 12/488,504 - Copyright detection and protection system and method.

U.S. Patent Application Serial No. 10/356,318-Method and apparatus to identify a work received by a processing system.

U.S. Patent Application Serial No. 10/072,238-Method and apparatus for cache promotion.

U.S. Patent Application Serial No. 09/910,680-Playlist generation method and apparatus.

U.S. Patent Application Serial No. 10/072,238 Method and apparatus for cache promotion

U.S. Patent Application Serial No. 11/923,491 System for identifying content of digital data. U.S. Patent Application Serial No. 12/405,174 Method and system for modifying communication flows at a port

International Patents and Patent Applications

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European Application No. 027565254.8-Playlist generation method and apparatus.

PCT Application No. PCT/US2002/22931-Playlist generation method and apparatus.

European Application No. 02782170.1-Method and apparatus for identifying new media content.

PCT Application No. PCT/US02/33186-Method and apparatus for identifying new media content.

PCT Application No. US02/22931 Playlist generation method and apparatus

European Application No. 02725522.3-Copyright detection and protection system and method.

PCT Application No. PCT/US02/10615-Copyright detection and protection system and method.

European Application No. 04706547.9-Method and apparatus to identify a work received by a processing system.

PCT Application No. PCT/US2004-002748-Method and apparatus to identify a work received by a processing system.

PCT Application Serial No. PCT/US2006/0151168 A2 -System for distributing decoy content in a peer to peer network.

PCT Application Serial No. EP 1 771 791 A2 -System for distributing decoy content in a peer to peer network. PCT Application Serial No. PCT WO 03/036496 A1 Method and apparatus for identifying new media content

PCT Application Serial No. GB1001473.6 System for identifying content of digital data

ADD LICENSE AGREEMENTS AND ANY OTHER PATENT FILINGS

EXHIBIT C

List of Trademarks and Trademark Licenses

U.S. TRADEMARK FILINGS

<u>MARK</u>	<u>APPLICATION SERIAL NO./REGISTRATION NO.</u>
1. AM AUDIBLE MAGIC	3,238,292
2. COPYSENSE	2,921,792
3. COPYSENSE	2,984,051
4. REPLICHECK	2,776,861
5. REPLICHECK	2,867,719
6. AUDIBLE MAGIC CORPORATION	2,743,085
7. AUDIBLE MAGIC CORPORATION	2,960,014
8. CLANGO	2,570,936
9. AUDIBLE MAGIC	2,810,920
10. ADFIT	77/946,093
11. ADFIT	77/946,101
12. RIGHTSVIEW	77/836,665
13. SOUNDFISHER	2,227,405
14. MUSCLE FISH	2,227,404

California State Trademark Registrations

1. SOUNDFISHER	102115
2. MUSCLE FISH	102118

**ADD TRADEMARK LICENSES AND ANY OTHER TRADEMARKS AND
TRADEMARK FILINGS**

ANNEX 1

ASSIGNMENT OF COPYRIGHTS

WHEREAS, Audible Magic Corporation, a California corporation, having a principal place of business and its chief executive offices at 985 University Avenue, Suite 35, Los Gatos, California, 95032 ("Assignor"), wishes to assign to Assignee, and Addison Fischer, an individual ("Assignee"), wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the works of authorship, including all copyrights thereto, as further described on Schedule A attached hereto (collectively, the "Copyrights").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's entire right, title and interest in and to the Copyrights for the United States and all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all of the exclusive rights listed in 17 U.S.C. § 106 and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect), together with all physical or tangible embodiments of the Copyrights in Assignor's possession or under Assignor's control, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Copyrights, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

This Assignment of Copyrights is intended to and shall take effect as a sealed instrument at such time as Assignee shall complete this instrument by signing its acceptance of this Assignment below.

Assignor hereby authorizes and requests the Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Assignee as Assignee and owner of the Copyrights.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ___ day of January, 2012.

Audible Magic Corporation, a California corporation

By: [Signature]
Name: Vance Krop
Title: CEO

STATE OF CALIFORNIA

)

) ss.

)

COUNTY OF _____

On this the ___ day of _____, 2012, before me appeared _____, the person who signed this instrument, who is personally known to me or has produced _____ as identification, and who acknowledged that (s)he is the _____ of Audible Magic Corporation and that being duly authorized (s)he signed such instrument as a free act on behalf of Audible Magic Corporation.

Notary Public
My commission expires:

The foregoing Assignment of Copyrights is hereby accepted as of the ___ day of _____, _____.

ADDISON FISCHER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 1-20-12 before me, Gloria Reyes, Notary Public
Date Here Insert Name and Title of the Officer

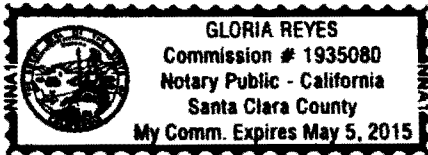
personally appeared Vance Kezoge
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gloria Reyes
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

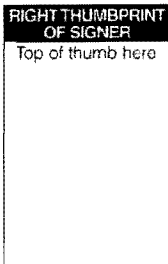
Title or Type of Document: Amend 1 assignment of Copyrights

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: Adrian Fischer

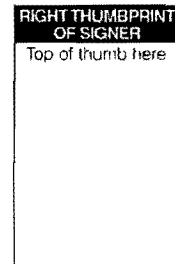
Capacity(ies) Claimed by Signer(s)

- Signer's Name: Vance Kezoge
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer is Representing: _____

SCHEDULE A

COPYRIGHTS

**LIST COPYRIGHTS, SOFTWARE AND OTHER WORKS OF AUTHORSHIP
AND LICENSE AGREEMENTS**

The software and system generally known as RepliCheck.

The software and system generally known as CopySense.

The software and system generally known as the Identification Server, including ancillary software and processes to support the Identification Server in production.

The software and system generally known as the Audible Magic P2P Library.

The software and system generally known as the Audible Magic MFCBR Library and Software Development Kit (SDK).

The software and system generally known as Repeat Audio Detection System (RADS).

The software and system generally known as the Listening Post.

The software and systems generally known as the Audible Magic Music Database, including ancillary software and processes to maintain and manage the Music Database.

The software and systems generally known as TVID and SmartSync.

ANNEX 2

ASSIGNMENT OF TRADEMARKS

WHEREAS, Audible Magic Corporation, a California corporation, having a principal place of business and its chief executive offices at 985 University Avenue, Suite 35, Los Gatos, California 95032 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on Schedule A attached hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule A; and


WHEREAS, Addison Fischer, an individual (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) all common law rights and the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) all income, royalties, damages or payments due or payable as of the Effective Date and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill together with all physical or tangible embodiments of the Trademarks in Assignor's possession or under Assignor's control, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment of Trademarks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ___ day of January, 2012.

Audible Magic Corporation, a California corporation

By: 
Name: Vance Deezop
Title: CEO

STATE OF CALIFORNIA

)

) ss.

COUNTY OF _____

)

On this the ____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who is personally known to me or who produced identification, and who acknowledged that (s)he is the _____ of Audible Magic Corporation and that being duly authorized (s)he signed such instrument as a free act on behalf of Audible Magic Corporation.

Notary Public

My commission expires:

The foregoing Assignment of Trademarks is hereby accepted as of the ____ day of _____, _____.

ADDISON FISCHER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

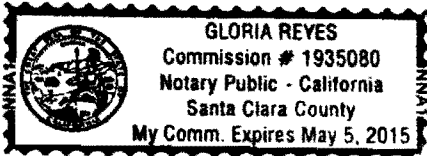
On 1-20-2012
Date

before me, Gloria Reyes, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Vance Ibezoye
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gloria Reyes
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proof of Assignment of Trademark

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: Adrian Fisher

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vance Ibezoye

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

SCHEDULE A
TRADEMARKS

1. AM AUDIBLE MAGIC	3,238,292
2. COPYSENSE	2,921,792
3. COPYSENSE	2,984,051
4. REPLICHECK	2,776,861
5. REPLICHECK	2,867,719
6. AUDIBLE MAGIC CORPORATION	2,743,085
7. AUDIBLE MAGIC CORPORATION	2,960,014
8. CLANGO	2,570,936
9. AUDIBLE MAGIC	2,810,920
10. ADFIT	77/946,093
11. ADFIT	77/946,101
12. RIGHTSVIEW	77/836,665
13. SOUNDFISHER	2,227,405
14. MUSCLE FISH	2,227,404

California State Trademark Registrations

1. SOUNDFISHER	102115
2. MUSCLE FISH	102118

ANNEX 3

ASSIGNMENT OF PATENTS

WHEREAS, Audible Magic Corporation, a California corporation having a principal place of business and its chief executive offices at 985 University Avenue, Suite 35, Los Gatos, California 95032 (the "Assignor"), owns the patents, patent applications and related patent property (the "Patents") identified on Schedule A attached hereto; and

WHEREAS, Addison Fischer, an individual (the "Assignee"), is desirous of acquiring the Patents.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents and to any and all continuations, continuations in-part, divisions, patents of addition, renewals, extensions, foreign counterparts, utility models, reexaminations and reissues of any of said Patents for the full term thereof, this assignment including the Assignor's entire right to bring suit and recover damages for past infringement of any of said Patents and to assert any claim, action or cause of action that may have arisen prior to the date of this assignment or thereafter under any of said Patents and all income, royalties, damages or payments due or payable as of the Effective Date together with all physical or tangible embodiments of the Copyrights in Assignor's possession or under Assignor's control, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment of Patents is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Patents below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ___ day of January, 2012.

Audible Magic Corporation, a California corporation

By: Vana Lopez
Name: Vana Lopez
Title: CEO

STATE OF CALIFORNIA

)

) ss.

COUNTY OF _____

)

On this the ____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who is personally known to me or who produced identification, and who acknowledged that (s)he is the _____ of Audible Magic Corporation and that being duly authorized (s)he signed such instrument as a free act on behalf of Audible Magic Corporation.

Notary Public

My commission expires

The foregoing assignment of the Patents by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, _____.

ADDISON FISCHER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

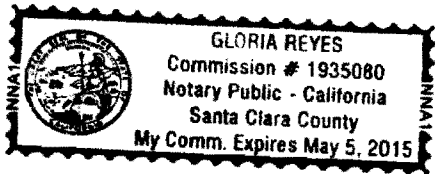
On 1-20-12 before me,

Date

Gloria Reyes, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Vance Kozoye
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity~~(ies)~~, and that by his/~~her~~their signature~~(s)~~ on the instrument the person~~(s)~~; or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature Gloria Reyes
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Acad 3 Assignment of Powers

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: Adrian Fischer

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vance Kozoye

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
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- Guardian or Conservator
- Other: _____

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Top of thumb here

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SCHEDULE A
PATENTS

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U.S. Patent No. 7,529,659 - Method and apparatus for identifying an unknown work.

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U.S. Patent No. 7,707,088 - Copyright detection and protection system and method.

U.S. Patent No. 7,363,278 - Copyright detection and protection system.

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U.S. Patent No. 7,917,645 – Method and apparatus for identifying media content presented on a media playing device.

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European Application No. 02752347.1 - Method and apparatus for identifying an unknown work.

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