

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKSTAR MUSIC, INC.		08/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK		
Street Address:	ONE JERICHO PLAZA		
Internal Address:	3RD FLOOR		
City:	JERICHO		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5209220	SOCIALIVE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	257836.000006		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	08/20/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of August 20, 2021, by and between **STERLING NATIONAL BANK**, a national banking association (“Bank”), and **ROCKSTAR MUSIC, INC.**, a Delaware corporation (“Grantor”).

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), by and between Grantor and Bank.

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure its obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor hereby grants to the Secured Party a continuing security interest in, lien on and right of set-off against, all of such Grantor’s right, title and interest in and to (a) the United States copyrights and copyright applications described on Exhibit A attached hereto and made a part hereof, (b) the United States patents and patent applications described on Exhibit B attached hereto and made a part hereof, and (c) the United States copyrights and copyright applications described on Exhibit C attached hereto and made a part hereof, and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Bank.

3. This security interest is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions

of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

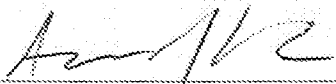
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

Rockstar Music, Inc. (d/b/a Socialive)
506 Sheldon Street
El Segundo, California 90245
Attn: Armand Dawkins

GRANTOR:

ROCKSTAR MUSIC, INC.,
a Delaware corporation

By: 
Name: Armand Dawkins
Title: Vice President of Finance

Address of Bank:

Sterling National Bank
One Jericho Plaza, 3rd Floor
Jericho, NY 11753
Attn: Joshua Roberts
Telephone: (630) 777-5777
E-mail: jroberts@snb.com

BANK:

STERLING NATIONAL BANK

By: _____
Name: Joshua Roberts
Title: Senior Managing Director

[Signature Page to Intellectual Property Security Agreement]

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

Addresses of Grantor:

Rockstar Music, Inc. (d/b/a Socialive)
506 Sheldon Street
El Segundo, California 90245
Attn: Armand Dawkins

GRANTOR:

ROCKSTAR MUSIC, INC.,
a Delaware corporation

By: _____
Name: Armand Dawkins
Title: Vice President of Finance

Address of Bank:

Sterling National Bank
One Jericho Plaza, 3rd Floor
Jericho, NY 11753
Attn: Joshua Roberts
Telephone: (630) 777-5777
E-mail: jroberts@snb.com

BANK:

STERLING NATIONAL BANK


By: 
Name: Joshua Roberts
Title: Senior Managing Director

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
None.		

EXHIBIT B

Patents

Title	Application No.	Date Filed
Media Capture and Distribution	17/301,544	04/06/2021
Media Capture and Distribution	PCT US2021025971	04/06/2021

EXHIBIT C

Trademarks

Mark	Registration/Serial No.	Date Filed
SOCIALIVE	5,209,220	05/23/2017