

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6267597

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MUSIC REPORTS, INC.	08/25/2020
RECEIVING PARTY DATA		
Name:	BARINGS FINANCE LLC	
Street Address:	300 SOUTH TRYON STREET, SUITE 2500	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	10157434	
Application Number:	16220602	
CORRESPONDENCE DATA		
Fax Number:	(214)981-3400	
<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:	2149813300	
Email:	lggrau@sidley.com	
Correspondent Name:	LAUREN G. GRAU	
Address Line 1:	2021 MCKINNEY AVE	
Address Line 2:	SUITE 2000, C/O SIDLEY AUSTIN	
Address Line 4:	DALLAS, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	34632-30810	
NAME OF SUBMITTER:	LAUREN G. GRAU	
SIGNATURE:	/Lauren G. Grau/	
DATE SIGNED:	08/25/2020	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 25, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of Barings Finance LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 25, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided* that the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which any Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use, sell, offer to sell and/or import the inventions disclosed or claimed therein,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for past, present or future infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, including income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MUSIC REPORTS, INC.

By: 

Name: Dhruv Prasad

Title: Chief Executive Officer
and President

[Signature Page -- Patent Security Agreement]

PATENT
REEL: 053595 FRAME: 0437

BARINGS FINANCE LLC,
as Administrative Agent

By: _____

Name: Max McEwen

Title: Managing Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

COUNTRY	TITLE	APP NO	DATE FILED	STATUS	REG NUMBER	GRANT DATE	Owner
U.S.	Methods and Systems for Identifying Musical Compositions in a Sound Recording and Licensing the Same	15/060,480	3/3/2016	Issued	10,157,434	12/18/2018	Music Reports, Inc.
U.S.	Methods and Systems for Identifying Musical Compositions in a Sound Recording and Licensing the Same	16/220,602	12/14/2018	Pending	20190362450		Music Reports, Inc.