

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
SCHEDULE 13D
Under the Securities Exchange Act of 1934**

Loop Media, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

54352F107
(CUSIP Number)

Bruce A. Cassidy
C/o Loop Media, Inc.
700 N. Central Ave., Suite 430
Glendale, CA 91203
(213) 436-2100

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 20, 2019
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 54352F107

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only):

Bruce A. Cassidy, Sr.

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions): WC (See Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization: United States

Number of	7. Sole Voting Power:	0
Shares Beneficially	8. Shared Voting Power:	30,204,923*
Owned by		
Each Reporting	9. Sole Dispositive Power:	0
Person With	10. Shared Dispositive Power:	30,204,923*

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

30,204,923*

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11): 19.3%

14. Type of Reporting Person (See Instructions): IN

*As of the date hereof, (the "Filing Date"), Bruce A. Cassidy ("Mr. Cassidy") may be deemed to beneficially own an aggregate of 30,204,923 shares of Common Stock, par value \$0.0001 per share (the "Common Stock"), of Loop Media, Inc. (the "Issuer"), reported as follows: (i) 967,982 shares of Common Stock, warrants to purchase up to 68,182 shares of Common Stock currently exercisable at \$2.75 per share, and 200,000 shares of Series B Convertible Preferred Stock, par value \$0.0001 per share, which are convertible at any time into 20,000,000 shares of Common Stock, held directly by Bruce A. Cassidy 2013 Irrevocable Trust (the "Cassidy Trust") where Mr. Cassidy is the Grantor; (ii) 6,036,637 shares of Common Stock, warrants to purchase up to 36,364 shares of Common Stock currently exercisable at \$2.75 per share, warrants to purchase up to 36,364 shares of Common Stock currently exercisable at \$2.75 per share, warrants to purchase up to 72,727 shares of Common Stock currently exercisable at \$2.75 per share, and warrants to purchase up to 320,000 shares of Common Stock currently exercisable at \$2.75 per share, held directly by Excel Family Partners LLLP ("Excel") where Mr. Cassidy is the Manager; and (iii) warrants to purchase up to 2,666,667 shares of Common Stock currently exercisable for \$0.75 per share, held directly by Eagle Investment Group, LLC where Mr. Cassidy is the Manager. Excludes certain convertible promissory notes held by the Cassidy Trust and Excel. As a result of the foregoing, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, Mr. Cassidy may be deemed to beneficially own 30,204,923 shares of Common Stock of the Issuer, representing 19.3% of the shares of Common Stock of the Issuer deemed issued and outstanding as of the Filing Date.

The foregoing beneficial ownership percentage is based upon 133,470,141 shares of Common Stock issued and outstanding as of the Filing Date, based on information received from the Issuer and other public information.

CUSIP No. 54352F107

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only):

Bruce A. Cassidy 2013 Irrevocable Trust

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions): WC (See Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization: Ohio

Number of	7. Sole Voting Power:	0
Shares Beneficially	8. Shared Voting Power:	21,036,164*
Owned by		
Each Reporting	9. Sole Dispositive Power:	0
Person With	10. Shared Dispositive Power:	21,036,164*

11. Aggregate Amount Beneficially Owned by Each Reporting Person:

21,036,164*

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions):

13. Percent of Class Represented by Amount in Row (11): 13.7%

14. Type of Reporting Person (See Instructions): OO

* As of the date hereof, (the "Filing Date"), Bruce A. Cassidy 2013 Irrevocable Trust (the "Cassidy Trust") may be deemed to beneficially own an aggregate of 21,036,164 shares of Common Stock, par value \$0.0001 per share (the "Common Stock"), of Loop Media, Inc. (the "Issuer"), reported as follows: 967,982 shares of Common Stock, warrants to purchase up to 68,182 shares of Common Stock currently exercisable at \$2.75 per share, and 200,000 shares of Series B Convertible Preferred Stock, par value

\$0.0001 per share, which are convertible at any time into 20,000,000 shares of Common Stock, held directly by the Cassidy Trust. Excludes certain convertible promissory notes held by the Cassidy Trust. As a result of the foregoing, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, the Cassidy Trust may be deemed to beneficially own 21,036,164 shares of Common Stock of the Issuer, representing 13.7% of the shares of Common Stock of the Issuer deemed issued and outstanding as of the Filing Date.

The foregoing beneficial ownership percentage is based upon 133,470,141 shares of Common Stock issued and outstanding as of the Filing Date, based on information received from the Issuer and other public information.

Item 1. Security and Issuer

This Schedule 13D relates to the common stock, par value \$0.0001 per share (the "Common Stock"), of Loop Media, Inc., a Nevada corporation (the "Issuer"). The principal executive offices of the Issuer are located at 700 N. Central Ave., Suite 430, Glendale, California 91203. Information given in response to each item shall be deemed incorporated by reference in all other items as applicable.

Item 2. Identity and Background

This statement is being filed on behalf of Bruce A. Cassidy ("Mr. Cassidy") and Bruce A. Cassidy 2013 Irrevocable Trust (the "Cassidy Trust", together with Mr. Cassidy, the "Reporting Persons").

Mr. Cassidy is (i) a member of the Board of Directors of the Issuer (ii) the Grantor of the Trust, (iii) the Manager of Excel Family Partners LLLP ("Excel") and (iv) the Manager of Eagle Investment Group, LLC ("Eagle"). Mr. Cassidy, directly and/or indirectly, possesses the sole power to vote and the sole power to direct the disposition of all of the securities of the Issuer held directly by himself and each of the Cassidy Trust, Excel and Eagle.

The address of the principal business office of Mr. Cassidy is c/o Loop Media, Inc. 700 N. Central Ave., Suite 430, Glendale, California 91203. The address of the principal business office of the Cassidy Trust is 103 Plaza Drive, Suite B, St. Clairsville, Ohio 43950.

The principal business of Mr. Cassidy is to serve on the board of directors of companies operating in the technology and media industry. The principal business of the Cassidy Trust is engaging in the purchase and sale of securities for investment with the objective of capital appreciation for its beneficiaries.

During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

None of the Reporting Persons has been, during the last five years, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Mr. Cassidy is a citizen of the United States. The Cassidy Trust is a trust formed under the laws of Ohio.

Item 3. Source and Amount of Funds or Other Consideration

On November 20, 2019, pursuant to that certain Stock Purchase Agreement (the "November 2019 SPA"), dated November 20, 2019, by and between the Cassidy Trust and Zixiao Chen, the Cassidy Trust purchased 60,000,000 shares of Common Stock and 2,700,000 shares of Series A Convertible Preferred Stock, par value \$0.001 per share (the "Series A Preferred Stock"), of the Issuer for an aggregate purchase price of \$250,000. The shares of Common Stock and Series A Preferred Stock were purchased with investment capital. In connection with the November 2019 SPA, the Cassidy Trust and the Issuer entered into a Promissory Note, dated November 20, 2019, in favor of the Cassidy Trust in the principal amount of \$180,000 (the "2019 Promissory Note").

On February 5, 2020, pursuant to that certain Restricted Stock Purchase Agreement (the "February 2020 RSPA"), dated February 5, 2020, by and between the Cassidy Trust and the Issuer, the Cassidy Trust purchased 200,000 shares of Series B Convertible Preferred Stock, par value \$0.0001 per share (the "Series B Preferred Stock"), of the Issuer, which shares are convertible at any time into 20,000,000 shares of Common Stock. In exchange for the 200,000 shares of Series B Preferred Stock, the Cassidy Trust: (i) paid \$1,000,000 in investment capital; (ii) transferred 60,000,000 shares of Common Stock to the Issuer; (iii) transferred 2,654,000 shares of Series A Preferred Stock to the Issuer; and (iv) forgave indebtedness in the amount of \$1,000,000.

On February 5, 2020, the Cassidy Trust (i) privately sold 16,000 shares of Series A Preferred Stock to an individual for a purchase price of \$50,000 and (ii) gifted 30,000 shares of Series A Preferred Stock to an individual.

On March 11, 2020, pursuant to that certain Warrant Purchase Agreement (the "March 2020 WPA"), dated March 11, 2020, by and between the Issuer and the Cassidy Trust, the Issuer issued to the Cassidy Trust warrants to purchase up to 2,666,667 shares of Common Stock (the "March 2020 Warrants"), which are currently exercisable at \$0.75 per share, in exchange for the forgiveness of indebtedness in the principal amount of \$180,000 evidenced by the 2019 Promissory Note. The warrants expire on March 11, 2030. On September 3, 2021, the Cassidy Trust gifted the March 2020 Warrants to Eagle.

On September 30, 2020, pursuant to that certain Stock Purchase Agreement, dated September 30, 2020, by and between the Issuer and the Cassidy Trust, the Cassidy Trust purchased 960,000 shares of Common Stock at \$1.25 per share for an aggregate purchase price of 1,200,000. The shares of Common Stock were purchased with investment capital.

On December 1, 2020, pursuant to that certain Convertible Note and Warrant Purchase and Security Agreement (the “December 2020 NWPA”), dated December 1, 2020, by and between the Issuer and the Cassidy Trust, the Cassidy Trust acquired warrants to purchase up to 68,182 shares of Common Stock, which are currently exercisable at \$2.75 per share, and a 4% convertible promissory note for an aggregate purchase price of \$750,000. The acquisitions were funded with investment capital. The convertible promissory note issued pursuant to the December 2020 NWPA has a maturity date of December 1, 2022 and may be converted into Common Stock (1) on the maturity date based on the average of the volume weighted average price (“VWAP”) of the Common Stock during each trading day during the thirty (30) trading day period ending one trading day prior to the maturity date; (2) immediately upon a change of control based on the average of the VWAP of the Common Stock during each trading day during the ten (10) trading day period ending one trading day prior to the change of control effective date; and (3) mandatorily at the closing of a qualified IPO at (i) the public offering price per share of the Common Stock multiplied by (ii) one (1) minus twenty percent (20%). The warrants expire on the earlier to occur of December 1, 2022 or immediately prior to closing of IPO or upon a change of control.

On April 1, 2021, pursuant to that certain Convertible Note and Warrant Purchase and Security Agreement (the “April 2021 NWPA”), dated April 1, 2021, by and between the Issuer and Excel, Excel acquired warrants to purchase up to 72,727 shares of Common Stock, which are currently exercisable at \$2.75 per share, and a 4% convertible promissory note for an aggregate purchase price of \$800,000. The acquisitions were funded with investment capital. The convertible promissory note issued pursuant to the April 2021 NWPA has a maturity date of December 1, 2022 and may be converted into Common Stock (1) on the maturity date based on the average of the VWAP of the Common Stock during each trading day during the thirty (30) trading day period ending one trading day prior to the maturity date; (2) immediately upon a change of control based on the average of the VWAP of the Common Stock during each trading day during the ten (10) trading day period ending one trading day prior to the change of control effective date; and (3) mandatorily at the closing of a qualified IPO at (i) the public offering price per share of the Common Stock multiplied by (ii) one (1) minus twenty percent (20%). The warrants expire on the earlier to occur of December 1, 2022 or immediately prior to closing of IPO or upon a change of control.

On May 1, 2021, pursuant to that certain Convertible Note and Warrant Purchase and Security Agreement (the “May 2021 NWPA”), dated May 1, 2021, by and between the Issuer and Excel, Excel acquired warrants to purchase up to 36,364 shares of Common Stock, which are currently exercisable at \$2.75 per share, and a 4% convertible promissory note for an aggregate purchase price of \$400,000. The acquisitions were funded with investment capital. The convertible promissory note issued pursuant to the May 2021 NWPA has a maturity date of December 1, 2022 and may be converted into Common Stock (1) on the maturity date based on the average of the VWAP of the Common Stock during each trading day during the thirty (30) trading day period ending one trading day prior to the maturity date; (2) immediately upon a change of control based on the average of the VWAP of the Common Stock during each trading day during the ten (10) trading day period ending one trading day prior to the change of control effective date; and (3) mandatorily at the closing of a qualified IPO at (i) the public offering price per share of the Common Stock multiplied by (ii) one (1) minus twenty percent (20%). The warrants expire on the earlier to occur of December 1, 2022 or immediately prior to closing of IPO or upon a change of control.

On June 1, 2021, pursuant to that certain Convertible Note and Warrant Purchase and Security Agreement (the “June 2021 NWPA”), dated June 1, 2021, by and between the Issuer and Excel, Excel acquired warrants to purchase up to 36,364 shares of Common Stock, which are currently exercisable at \$2.75 per share, and a 4% convertible promissory note for an aggregate purchase price of \$400,000. The acquisitions were funded with investment capital. The convertible promissory note issued pursuant to the June 2021 NWPA has a maturity date of December 1, 2022 and may be converted into Common Stock (1) on the maturity date based on the average of the VWAP of the Common Stock during each trading day during the thirty (30) trading day period ending one trading day prior to the maturity date; (2) immediately upon a change of control based on the average of the VWAP of the Common Stock during each trading day during the ten (10) trading day period ending one trading day prior to the change of control effective date; and (3) mandatorily at the closing of a qualified IPO at (i) the public offering price per share of the Common Stock multiplied by (ii) one (1) minus twenty percent (20%). The warrants expire on the earlier to occur of December 1, 2022 or immediately prior to closing of IPO or upon a change of control.

On June 1, 2021, (i) the Cassidy Trust received 7,982 shares of Common Stock as payment-in-kind interest payments on a promissory note issued in favor of the Cassidy Trust and (ii) Excel received 3,529 shares of Common Stock as payment-in-kind interest payments on promissory notes issued in favor of Excel.

Pursuant to that certain Purchase Agreement, dated August 17, 2021, by and between Pieper Holding GmbH and Excel, Excel purchased 363,163 shares of Common Stock at \$2.92 per share for an aggregate purchase price of \$1,061,744. The shares of Common Stock were purchased with investment capital.

Pursuant to that certain Purchase Agreement, dated August 17, 2021, by and between Lighthouse interactive, LLC and Excel, Excel purchased 5,349,945 shares of Common Stock at \$0.16 per share for an aggregate purchase price \$870,099. The shares of Common Stock were purchased with investment capital.

Pursuant to that certain Securities Purchase Agreement (the “September 2021 SPA”), dated September 30, 2021, by and among the Issuer and certain accredited investors, Excel purchased 320,000 shares of Common Stock and warrants to purchase up to 320,000 shares of Common Stock, which are currently exercisable at \$2.75 per share, for an aggregate purchase price of \$400,000. The shares of Common Stock were purchased with investment capital. The warrants are exercisable at any time and expire on September 30, 2024.

The foregoing descriptions of the December 2020 NWPA, April 2021 NWPA, May 2021 NWPA and June 2021 NWPA are summaries only and are qualified in their entirety by the Form of Convertible Note and Warrant Purchase and Security Agreement attached as Exhibit 5 to this Schedule 13D, which is incorporated herein by reference. See Item 7 “Material to be Filed as Exhibits.”

The foregoing descriptions of the November 2019 SPA, February 2020 RSPA, March 2020 WPA, and September 2021 SPA are summaries only and are qualified in their entirety by the actual terms of the agreements, which are incorporated herein by reference. See Item 7 “Material to be Filed as Exhibits.”

Item 4. Purpose of Transaction

The Reporting Persons acquired the securities reported herein for investment in the ordinary course of business because of their belief that the Issuer represents an attractive investment based on the Issuer's business prospects and strategy. The Reporting Persons reserve the right to acquire, or cause to be acquired, additional securities of the Issuer, to dispose of, or cause to be disposed of, such securities at any time or to formulate other purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of general investment and trading policies of the Reporting Persons, market conditions or other factors.

Except as set forth herein, the Reporting Persons do not have any plan or proposal that would relate to, or result in, any of the matters set forth under subsections (a) through (j) of Item 4 of Schedule 13D. However, each of the Reporting Persons reserves the right to propose or participate in future transactions which may result in one or more of such actions, including but not limited to, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, sale of a material amount of assets of the Issuer or its subsidiaries, or other transactions which might have the effect of causing the Common Stock to become eligible for termination of registration under Section 12(g) of the Act. The Reporting Persons also retain the right to change their investment intent at any time, to acquire additional shares of Common Stock or other securities of the Issuer from time to time, or to sell or otherwise dispose of all or part of the Common Stock beneficially owned by them (or any shares of Common Stock into which such securities are converted) in any manner permitted by law. The Reporting Persons may engage from time to time in ordinary course transactions with financial institutions with respect to the securities described herein.

Item 5. Interest in Securities of the Issuer

The information contained in rows 7, 8, 9, 10, 11 and 13 of the cover page of this Schedule 13D and the information set forth in or incorporated by reference in Item 2, Item 3 and Item 6 of this Schedule 13D is hereby incorporated by reference in its entirety into this Item 5.

As of the date hereof, Mr. Cassidy may be deemed to beneficially own an aggregate of 30,204,923 shares of Common Stock of the Issuer, reported as follows: (i) 967,982 shares of Common Stock, warrants to purchase up to 68,182 shares of Common Stock currently exercisable at \$2.75 per share, and 200,000 shares of Series B Preferred Stock, which are convertible into 20,000,000 shares of Common Stock, held directly by the Cassidy Trust, where Mr. Cassidy is the Grantor (ii) 6,036,637 shares of Common Stock, warrants to purchase up to 36,364 shares of Common Stock currently exercisable at \$2.75 per share, warrants to purchase up to 36,364 shares of Common Stock currently exercisable at \$2.75 per share, warrants to purchase up to 72,727 shares of Common Stock exercisable at \$2.75 per share, and warrants to purchase up to 320,000 shares of Common Stock currently exercisable at \$2.75 per share, held directly by Excel where Mr. Cassidy is the Manager; and (iii) warrants to purchase up to 2,666,667 shares of Common Stock currently exercisable for \$0.75 per share, held directly by Eagle where Mr. Cassidy is the Manager. Excludes certain convertible promissory notes issued pursuant to each of the December 2020 NWPA, April 2021 NWPA, May 2021 NWPA and June 2021 NWPA, which promissory notes are held by the Cassidy Trust and Excel.

As a result of the foregoing, for purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, Mr. Cassidy may be deemed to beneficially own 30,204,923 shares of Common Stock of the Issuer, representing 19.3% of the shares of Common Stock of the Issuer deemed issued and outstanding as of the date hereof.

The foregoing beneficial ownership percentage is based upon 133,470,141 shares of Common Stock issued and outstanding as of the date hereof, based on information received from the Issuer and other public information.

Except as described herein, during the past sixty (60) days, there were no other purchases or sales of shares of Common Stock, or securities convertible into or exchangeable for shares of Common Stock, by the Reporting Persons or any person or entity for which the Reporting Persons possess voting or dispositive control over the securities thereof.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Items 3, 4 and 5 of this Statement is incorporated herein by reference.

Mr. Cassidy, in his capacity as a director of the Issuer may be entitled to receive cash compensation and equity compensation, including stock option or other equity awards, pursuant to the Stock Option Plan and the Issuer's director compensation policy, in effect from time to time. Mr. Cassidy will serve as a director until his successor has been elected and qualified or until the earlier of his resignation or removal.

Item 7. Material to be Filed as Exhibits

The following exhibit is incorporated into this Schedule 13D:

Exhibit 1 Joint Filing Agreement, dated November 30, 2021, signed by each of the Reporting Persons in order to confirm that this Schedule 13D (and any amendments hereto) are being filed on behalf of each of the Reporting Persons.

- Exhibit 2 Stock Purchase Agreement, dated November 20, 2019, by and between Zixiao Chen and Bruce A Cassidy 2013 Irrevocable Trust (incorporated by reference to Exhibit 99.2 to the Issuer's Form 8-K filed with the SEC on November 25, 2019).
- Exhibit 3 Restricted Stock Purchase Agreement, dated February 5, 2020, by and between the Issuer and Bruce A Cassidy 2013 Irrevocable Trust (incorporated by reference to Exhibit 10.1 to the Issuer's Form 8-K filed with the SEC on February 7, 2020).
- Exhibit 4 Warrant Purchase Agreement, dated March 11, 2020, by and between the Issuer and Bruce A Cassidy 2013 Irrevocable Trust.
- Exhibit 5 Form of Convertible Note and Warrant Purchase and Security Agreement.
- Exhibit 6 Securities Purchase Agreement dated September 30, 2021, by and among the Issuer and certain accredited investors (incorporated by reference to Exhibit 10.1 to the Issuer's Form 8-K filed with the SEC on October 5, 2021).

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 30, 2021

By: /s/ Joanne Lytle

Joanne Lytle, Attorney-in-Fact for Bruce A. Cassidy, Sr.

BRUCE A. CASSIDY 2013 IRREVOCABLE TRUST

By: The Preferred Legacy Trust Company., its Trustee

By: /s/ Tiffany Rockstroh

Name: Tiffany Rockstroh
Title: Executive Vice President

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).

JOINT FILING AGREEMENT

This Agreement will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on the date hereof with respect to the beneficial ownership by the undersigned of the Common Stock of Loop Media, Inc. is being filed, and all amendments thereto will be filed, on behalf of each of the persons and entities named below, in accordance with Rule 13d-1 under the Securities Exchange Act of 1934, as amended. 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 one and the same instrument.

Dated as of November 30, 2021

By: /s/ Joanne Lytle

Joanne Lytle, Attorney-in-Fact for Bruce A. Cassidy, Sr.

BRUCE A. CASSIDY 2013 IRREVOCABLE TRUST

By: The Preferred Legacy Trust Company, its Trustee

By: /s/ Tiffany Rockstroh

Name: Tiffany Rockstroh
Title: Executive Vice President

INTERLINK PLUS, INC.

WARRANT PURCHASE AGREEMENT

THIS WARRANT PURCHASE AGREEMENT (this "**Agreement**") is made as of March 11, 2020 (the "**Effective Date**"), between Interlink Plus, Inc., a Nevada corporation (the "**Company**"), and the Bruce A Cassidy 2013 Irrevocable Trust ("**Holder**").

WHEREAS, the Company executed a promissory note on November 20, 2019 in favor of Holder in the principal amount of \$180,000, which accrues interest at 10% per annum and is payable in full on May 20, 2020 (the "**Note**"); and

WHEREAS, the Company and Holder desire to cancel the Note as of the Effective Date and issue Holder a warrant to purchase 4,000,000 shares of Common Stock of the Company pursuant to the terms and conditions of the Common Stock Warrant attached hereto as **Exhibit A** (the "**Warrant**") in lieu of repaying any principal or accrued and unpaid interest due under the Note (the "**Investment**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Holder hereby agree as follows:

1. Issuance of Warrant. On this date and subject to the terms and conditions of this Agreement, as a result of and in connection with the Investment, the Company hereby issues and delivers to Holder the Warrant. As used herein, the term "**Securities**" refers to: (i) the Warrant; (ii) any shares of the Company's Common Stock issued upon exercise of the Warrant; and (iii) all securities or property received in replacement thereof as a result of stock dividends, stock splits, recapitalization, merger, reorganization or the like.

2. Representations of Holder. Holder represents and warrants to the Company that:

(a) Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Holder acknowledges that any business plans prepared by the Company have been, and continue to be, subject to change and that any actual business or financial results may vary significantly from those projected by the Company. Holder also acknowledges that it is relying solely on its own counsel for legal advice, and not on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Agreements.

(b) Holder is purchasing the Securities for investment for Holder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "**1933 Act**") or under any applicable provision of state law. Holder does not have any present intention to transfer the Securities to any person or entity. Holder is aware that his or her investment in the Company is a speculative investment that has limited liquidity and is subject to the risk of complete loss. Holder is able, without impairing his or her financial condition, to hold the Securities for an indefinite period and to suffer a complete loss of his or her investment in the Securities.

(c) Holder understands that the Securities have not been registered under the 1933 Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Holder's investment intent as expressed herein.

(d) Holder understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Holder must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission (the "**SEC**") and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Holder acknowledges that the Company has no obligation to register or qualify the Securities for resale. Holder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and requirements relating to the Company which are outside of Holder's control, and which the Company is under no obligation and may not be able to satisfy.

(e) Holder is not subject to any "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the 1933 Act, except for disqualifications covered by Rule 506(d)(2)(ii) or (iii) under the 1933 Act and disclosed in writing in reasonable detail to the Company.

(f) HOLDER HAS REVIEWED WITH ITS OWN TAX ADVISORS THE U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THIS PURCHASE AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. WITH RESPECT TO SUCH MATTERS, HOLDER DOES NOT RELY ON ANY STATEMENTS OR REPRESENTATIONS OF THE COMPANY OR ANY OF ITS AGENTS, WRITTEN OR ORAL. HOLDER UNDERSTANDS THAT IT (AND NOT THE COMPANY) SHALL BE RESPONSIBLE FOR ITS OWN TAX LIABILITY THAT MAY ARISE AS A RESULT OF THIS PURCHASE OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

3. Compliance with Federal Securities Laws Holder understands and acknowledges that, in reliance upon the representations and warranties made by Holder herein, the Securities have not been registered with the SEC under the 1933 Act, but have been issued under an exemption or exemptions from the registration requirements of the 1933 Act which impose certain restrictions on Holder's ability to transfer the Securities.

(a) **Restrictions on Transfer.** Holder understands that Holder may not transfer any Securities unless such Securities are registered under the 1933 Act or unless, in the opinion of counsel to the Company, an exemption from such registration is available. Holder understands that only the Company may file a registration statement with the SEC and that the Company is under no obligation to do so with respect to the Securities. Holder has also been advised that an exemption from registration may not be available or may not permit Holder to transfer all or any of the Securities.

(b) **Rule 144.** Holder has been advised that SEC Rule 144 promulgated under the 1933 Act, which permits certain limited sales of unregistered securities, is not presently available with respect to the Securities and, in any event, requires that the Securities be held for a minimum of one year, and in certain cases two years, after they have been purchased and paid for (within the meaning of Rule 144), before they may be resold under Rule 144. Holder acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied and that the company has no plans to satisfy these conditions in the foreseeable future.

4. **Rights as Stockholder.** Holder has no rights of a stockholder of the Company with respect to the Warrant. Subject to the terms and conditions of this Agreement, Holder will have all of the rights of a stockholder of the Company with respect to the shares of Common Stock issued upon exercise of the Warrant, at such time as Holder delivers the exercise price therefore (as set forth in the Warrant) until such time as Holder disposes of such shares.

5. **Restrictive Legends.**

(a) **Legends.** Holder understands and agrees that the Company will cause the legend set forth below or a legend substantially equivalent thereto, to be placed upon the Warrant and any certificate(s) evidencing ownership of the Securities:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(b) If required by the authorities of any State in connection with the issuance of the Securities, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

6. **Compliance with Laws and Regulations.** The issuance and transfer of the Securities hereunder will be subject to and conditioned upon compliance by the Company and Holder with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange on which the Company's Common Stock may be listed at the time of such issuance and transfer.

7. **General Provisions.**

(a) **Successors and Assigns.** The Company may assign any of its rights under this Agreement except as expressly set forth herein. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement will be binding upon Holder and Holder's heirs, executors, administrators, successors and assigns.

(b) **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by e-mail or facsimile (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page or as subsequently modified by written notice.

(d) **Further Instruments.** The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings and agreements between the parties hereto with respect to the specific subject matter hereof.

(f) **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

(g) **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or e-mail transmission (as a .pdf, .tif, or similar attachment) and upon such delivery the facsimile, .pdf, .tif, or similar signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Warrant Purchase Agreement effective as of the date first set forth above.

Company:

Interlink Plus, Inc.

DocuSigned by:
Jon Niermann
18A1CC13CFDF463..

By: Jon Niermann, CEO

Holder:

Bruce A Cassidy 2013 Irrevocable Trust

By: The Preferred Legacy Trust Company

DocuSigned by:
Denise Penz
E78511B406D974E1..

By: Denise Penz, CEO

Exhibit A

Common Stock Warrant

CONVERTIBLE NOTE AND WARRANT PURCHASE AND SECURITY AGREEMENT

This **CONVERTIBLE NOTE AND WARRANT PURCHASE AND SECURITY AGREEMENT** (this "**Agreement**") is dated as of December 1, 2020, between Loop Media, Inc., a Nevada corporation (the "**Company**"), and each purchaser identified on the signature pages hereto, whether such purchaser is or becomes a signature as of the Initial Closing or any Subsequent Closing (each, including its successors and assigns, a "**Purchaser**" and collectively, the "**Purchasers**").

RECITALS:

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**"), and Rule 506(b) promulgated thereunder, the Company is issuing, in a private placement, (i) up to \$3,000,000 in principal amount (the "**Aggregate Offering Amount**") of Senior Secured Promissory Notes, with a minimum Subscription Amount of \$250,000 (the "**Offering**"), in substantially the form attached to this Agreement as **Exhibit A** (the "**Note**" or "**Notes**") and (ii) Common Stock warrants (the "**Warrants**") in substantially the form of Warrant attached to this Agreement as **Exhibit B** with an aggregate exercise price of \$750,000, aggregate exercisable warrant shares of 272,727 shares (the "**Warrant Shares**"), and upon the terms and conditions contained in the form of Warrant attached to this Agreement as Exhibit B;

WHEREAS, the Note shall be convertible on the terms stated therein into Common Stock (the "**Note Shares**"). The Notes, Note Shares, Warrants and Warrant Shares are collectively referred to herein as the "**Securities**,"

WHEREAS, the Company desires, at the Initial Closing or any Subsequent Closing during the Offering Period, to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, the Note and the Warrant as more fully described in this Agreement; and

WHEREAS, in addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the terms contained herein have the meanings set forth in **Appendix 1**.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

1. The Offering; Offering Period; No Minimum Offering.

(a) The offer and sale of the Notes and the Warrants by the Company to the Purchasers shall occur at one or more Closings of the Offering to occur during a period (the "**Offering Period**") beginning on December 1, 2020 and ending on the first to occur of: (a) December 23, 2020; (b) the date on which the Aggregate Offering Amount is raised by the Company in the Offering; or (c) the date on which the Company, in its sole and absolute discretion, elects to terminate the Offering (it being agreed that no notice to the Purchasers shall be required in connection with such termination by the Company). The Offering Period may be extended for an additional thirty (30) days in the sole discretion of the Company.

(b) Each Purchaser expressly acknowledges and agrees that the Company shall not be obligated, and may be unable, to sell the Aggregate Offering Amount, and that the Offering is being undertaken on a "best efforts/no minimum" basis only, meaning that the Company may, and shall have the absolute right in its sole discretion, to sell any amount of Notes or Warrants in the Offering, including for less than the Aggregate Offering Amount and/or less than the amount of Warrants referred to in the recitals to this Agreement. Each Purchaser acknowledges that they have been informed that they should not purchase any Note or Warrant in the expectation that any specific aggregate amount is to be raised in the Offering.

2. Purchase and Sale; Closing; Deliverables.

(a) Subject to the terms and conditions of this Agreement, the Company agrees to sell to the Purchaser, and the Purchaser agree to purchase from the Company, a Note in substantially the form attached hereto as Exhibit A in the principal amount set forth on the signature page hereto. The Note will be convertible into Note Shares upon the terms and conditions contained in the form of Note attached hereto as Exhibit A.

(b) Subject to the terms and conditions of this Agreement, the Company agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Company, a Warrant (the "**Warrant**") in substantially the form attached hereto as Exhibit B for a purchase price, as set forth in the signature page hereto. The Warrant will be exercisable for Warrant Shares upon the terms and conditions contained in the form of Warrant attached hereto as Exhibit B."

(c) The Company may conduct one or more Closings during the Offering Period. The initial Closing of the Offering (the "**Initial Closing**") shall occur on December 1, 2020, subject to the satisfaction of the conditions set forth herein. The Company may, in its sole discretion and subject to the satisfaction of the conditions set forth herein, conduct subsequent Closings of the Offering (each, a "**Subsequent Closing**") until the conclusion of the Offering Period. Purchasers signing a counterpart signature page to this Agreement as of a Closing Date shall become parties to this Agreement only as of such Closing Date.

(d) The Initial Closing and Subsequent Closings of the purchase and sale of the Notes and Warrants shall take place remotely by the exchange of documents and signatures prior to or on the Closing Date. At the Closing, the Company shall deliver to the Purchasers the Note and the Warrant against: (i) payment of such Purchaser's Subscription Amount for the Note and the Warrant Purchase Price for the Warrant, via wire transfer or a certified check, in immediately available funds, as set forth on the signature page hereto; and (ii) delivery of counterpart signature pages to this Agreement, the Note, and the Warrant.

3. **Representations, Warranties and Covenants of the Company.** Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, and except as disclosed in the SEC Reports (as defined below), the Company hereby makes the following representations and warranties to each Purchaser:

(a) **Subsidiaries; Organization and Qualification; Authorization; Enforcement.** The Company does not have any direct or indirect subsidiaries. The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation nor default of any of the provisions of its articles of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. Each Transaction Document to which it is a party will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally; (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) **No Conflicts.** The execution, delivery and performance by the Company of the Transaction Documents to which it is a party, the issuance and sale of the Note and the Warrant and the consummation by it of the transactions contemplated hereby and thereby do not and will not conflict with or violate any provision of the Company's articles of incorporation, bylaws or other organizational or charter documents.

(c) **Filings, Consents and Approvals; Issuance of the Notes and Warrants.** Except for those that have already been obtained, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required by the Commission related to the Securities in this offering and (ii) such filings as are required to be made under applicable state securities laws. The Note, when issued, sold and delivered against payment therefor in accordance with the provisions of this Agreement, and the Note Shares to be issued upon conversion of the Note, when issued in compliance with the provisions of the Transaction Documents, will be duly and validly issued, fully paid and nonassessable and free of any Liens and issued in compliance with all applicable federal and state securities laws. The Warrant, when issued, sold and delivered against payment therefor in accordance with the provisions of this Agreement, and the Warrant Shares to be issued upon exercise of the Warrant, when issued in compliance with the provisions of the Transaction Documents, will be duly and validly issued, fully paid and nonassessable and free of any Liens and issued in compliance with all applicable federal and state securities laws.

(d) **Capitalization.** The capitalization of the Company is as set forth on **Schedule 3.1(d)**, which **Schedule 3.1(d)** shall also include the number of shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. Except as set forth in the SEC Reports or on **Schedule 3.1(d)** hereof, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock.

(e) **SEC Reports; Financial Statements.** Except as disclosed in the Company's SEC Reports, including the Form 8-K current report filed with the Commission on July 7, 2020, the Company has filed all reports, schedules, forms, statements and other documents required to be filed or submitted by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the 12 months preceding the date hereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "**SEC Reports**") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**"), except as may be otherwise required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(f) **Material Changes; Undisclosed Events, Liabilities or Developments.** Since the date of the Company's September 30, 2020 quarterly report included within the SEC Reports, if applicable, except as specifically disclosed in an SEC Report filed prior to the date hereof, except for the issuance of the Notes and the Warrants contemplated by this Agreement or except as set forth on **Schedule 3.1(f)**, there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect.

(g) **Intellectual Property.** The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as described in the SEC Reports as necessary or required for use in connection with its business and which the failure to so have could have a Material Adverse Effect.

4. **Representations and Warranties of the Purchasers.** Each Purchaser hereby represents to the Company as of the date hereof and as of each Closing that:

(a) **Authorization.** Such Purchaser has full power and authority to enter into this Agreement and the other Transaction Documents. This Agreement and the other Transaction Documents, when executed and delivered by such Purchaser, and assuming the due execution and delivery by its counterparties thereto, will constitute a valid and legally binding obligation of such Purchaser, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of a specific performance, injunctive relief, or other equitable

remedies.

(b) **Purchase Entirely for Own Account.** This Agreement and the other Transaction Documents are made with the Purchasers in reliance upon each Purchaser's representation to the Company, which, by such Purchaser's execution of this Agreement and the other Transaction Documents, such Purchaser hereby confirms, that the Securities to be acquired by such Purchaser will be acquired for investment for such Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement and the other Transaction Documents, each Purchaser further represents that such Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. No Purchaser has been formed for the specific purpose of acquiring any of the Securities.

(c) **Disclosure of Information/Acknowledgement of High Risks.** Each Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Each Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Note and the Warrant with the Company's management. Each Purchaser understands that such discussions, and any other written information delivered by the Company to such Purchaser, were intended to describe the aspects of the Company's business which such Purchaser believes to be material. The Purchasers further acknowledge that the investment to purchase the Note and the Warrant involves a high degree of risk, and each Purchaser is prepared to lose such Purchaser's entire investment. Each Purchaser acknowledges that it has made its own examination of the Company and the terms of the offering, including the merits and risks involved in making an investment in the Company. Each Purchaser further acknowledges that any projections the Purchasers may have received from the Company are forward looking statements which involve risks and uncertainties. Any projections are based solely upon the good faith opinion of the Company. The Company makes no representations as to the degree of predictability of the prospects. Each Purchaser further acknowledges that it understands that the Company is an early stage business, has a limited operating history, which makes it difficult for it to forecast its future results. Further, each Purchaser acknowledges that the Company's business is highly competitive and the Company may be required to raise additional capital or debt.

(d) **Investment Experience.** Each Purchaser is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities.

(e) **Restricted Securities.** Each Purchaser understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Purchaser's representations as expressed herein. Each Purchaser understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such Purchaser must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchasers acknowledge that the Company has no obligation to register or qualify the Securities for resale. The Purchasers further acknowledge that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of any Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(f) **No Public Market.** The Purchasers understand that no public market now exists for the Notes or the Warrants, and that the Company has made no assurances that a public market will ever exist for the Notes or the Warrants.

(g) **Accredited Investor.** Each Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Purchaser shall furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities, including an executed copy of an Accredited Investor Questionnaire provided by the Company. Purchaser represents that any such document is true, complete and accurate in all respects.

(h) **No General Solicitation.** Each Purchaser, and its officers, directors, employees, agents, stockholders or partners have not either directly or indirectly, including through a broker or finder, solicited offers for or offered or sold the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502 of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. Each Purchaser acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising within the meaning of Rule 502 of Regulation D under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

(i) **Residence.** If a Purchaser is an individual, then such Purchaser resides in the state or province identified in the address shown on such Purchaser's signature page hereto. If a Purchaser is a partnership, corporation, limited liability company or other entity, then such Purchaser's principal place of business is located in the state or province identified in the address shown on such Purchaser's signature page hereto.

5. **Events of Default.** Upon the occurrence and continuance of an Event of Default (as defined in the Note), the Purchasers shall have the rights and remedies set forth in the Note.

6. **Miscellaneous.**

(a) **Successors and Assigns.** Except as otherwise provided herein, the terms and conditions of this Agreement will inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties. Neither the Purchaser nor the Company may assign its rights or obligations under this Agreement without the written consent of the other party.

(b) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law.

(c) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(d) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(e) **Notices.** All notices and other communications given or made pursuant hereto will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed email prior to 5:00 p.m. on a business day, otherwise on the immediately following business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) three (3) days after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the respective parties at the addresses shown on the signature pages hereto (or to such email address or other address as subsequently modified by written notice given in accordance with this Section 6(e)).

(f) **Finder's Fee.** Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Purchasers from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(g) **Amendments and Waivers.** Any term of this Agreement or the Note may be amended and the observance of any term of this Agreement or the Note may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Purchasers of more than 50% of the of the aggregate principal balance of the Notes then outstanding. Any waiver or amendment effected in accordance with this Section 6(g) will be binding upon each party to this Agreement and each holder of the Note purchased under this Agreement then outstanding and each future holder of the Note.

(h) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (i) such provision shall be excluded from this Agreement; (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(i) **Transfer Restrictions.** (i) Without in any way limiting the representations and warranties set forth in this Agreement, each Purchaser shall not make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 4 and: (A) there is then in effect a registration statement under the Securities Act covering such proposed disposition, and such disposition is made in connection with such registration statement; or

(B) such Purchaser has: (1) notified the Company of the proposed disposition; (2) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (3) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act.

The Purchasers shall not make any disposition of any of the Securities to the Company's competitors, as determined in good faith by the Company.

Notwithstanding the foregoing or any other provision in this Agreement to the contrary, each Purchaser may transfer this Agreement and the Securities to an Affiliate. For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "Person") shall be deemed an "Affiliate" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person. Upon any such transfer, the Company shall take such actions as may be necessary from time to time (or as may be reasonably requested by the Purchaser) to effect the transfer of the Securities or portion hereof.

(ii) **Legends.** Each Purchaser understands and acknowledges that the Securities may bear the following legend:

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION OR EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE ACT.

(j) **Entire Agreement.** This Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

(k) **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO, AND THESE PROVISIONS

WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(l) **Expenses.** Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement and the other Transaction Documents.

(m) **Security.** As security for the full and timely payment of the Note and the performance by the Company of the obligations under the Note, the Company agrees that each Purchaser will have, and concurrently with the execution and delivery of the Note, the Company hereby grants to and creates in favor of all Purchasers of the Note, a lien and security interest in all of the Company's present and future assets and properties, real or personal, tangible or intangible, wherever located, including products and proceeds thereof (collectively, the "Collateral") under the Uniform Commercial Code as in effect in the State of Nevada on the date hereof and as amended from time to time. The security interest in the Collateral granted by the Company to the Purchasers under this Agreement: (i) will be on a pari passu basis with all future secured debt holders; and (ii) is subordinate to any and all: (A) liens for taxes which are not delinquent or are being contested in good faith; (B) deposits or pledges to secure obligations under worker's compensation, social security or similar laws; (C) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen and other liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith and (D) indebtedness for borrowed money in an aggregate principal amount not to exceed \$400,000, which is outstanding on the date of this Agreement, as such indebtedness may be amended or extended from time to time.

(n) **Purchasers Agent.** Each Purchaser hereby appoints _____ ("Purchasers' Agent") as its agent and attorney-in-fact for the purpose of signing and filing any uniform commercial code financing statements (and any amendments and/or continuations thereof) or other documents in any jurisdictions and filing offices as Purchasers' Agent considers necessary or appropriate to perfect or enhance the Purchasers' security interest in the Collateral granted hereunder and under the Note, or to deliver any notices required thereunder. Furthermore, and without limiting the foregoing, the Company shall execute and/or deliver, from time to time, as Purchasers' Agent, in its capacity as agent for the Purchasers, may reasonably require for the benefit of Purchasers to evidence, perfect or protect Purchasers' liens and security interests in the Collateral, any agreements, documents, instruments and writings, including, without limitation, financing statements, security agreements, pledge agreements, and amendments, continuations or supplements to any of the foregoing.

[Signature Pages Follow]

IN WITNESS WHEREOF, parties hereto have executed this Convertible Note and Warrant Purchase and Security Agreement as of the date first set forth above.

LOOP MEDIA, INC.

Address for Notice:
700 N. Central Avenue, Suite 430
Glendale, CA 91203
Email: jon@loop.tv

By: _____
Name: Jon Niermann
Title: CEO and Co-Founder

With a copy to:

Patrick J. Sheil
34 S Erie Avenue, Suite 4
Montauk, New York 11954
Email: patrick@loop.tv

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

**PURCHASER SIGNATURE PAGE TO LOOP MEDIA, INC.
CONVERTIBLE NOTE AND WARRANT PURCHASE AND SECURITY AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this Convertible Note and Warrant Purchase and Security Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of
Authorized Signatory of Purchaser:

Name of Authorized Signatory (if applicable): _____

Title of Authorized Signatory (if applicable): _____

Email Address of Authorized Signatory: _____

Address for Purchaser:

Note Subscription Amount: \$ _____

Number of Warrant Shares for which the Warrant is initially exercisable = _____

Note Purchase Price: \$ _____

Warrant Purchase Price[1]: \$ _____

Social Security or EIN Number: _____

Appendix 1

DEFINITIONS

"Audited Financial Statements" means the Company's audited year-end financial statements for the years ended December 31, 2018 and 2019, as filed under the Exchange Act, pursuant to Section 13(a) or 15(d) thereof and included in the SEC Reports.

"Closing" means any closing of the purchase and sale of the Note and Warrant pursuant to this Agreement, including the Initial Closing and any Subsequent Closing.

"Closing Date" means, in connection with any Closing, the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to: (i) the applicable Purchasers' obligations to pay the Subscription Amount; and (ii) the Company's obligations to deliver the Note and Warrant, in each case, have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value \$0.0001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Disclosure Schedules" means the Disclosure Schedules of the Company attached hereto and delivered concurrently herewith.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" means any of the following: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document; (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole; or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability

company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Subscription Amount" means, as to each Purchaser, the aggregate principal amount of the Note purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars.

"Trading Day" means a day on which the Pink Open Market operated by OTC Markets Group, Inc. (or any successors thereof) is open for trading.

"Transaction Documents" means this Agreement, the Note, the Warrant and all exhibits and schedules hereto or thereto, and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Warrant Purchase Price" means, as to each Purchaser, the aggregate purchase price amount per Warrant purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Warrant Purchase Price," in United States dollars.

EXHIBIT A

FORM OF NOTE

EXHIBIT B

FORM OF WARRANT

Disclosure Schedule 3.1(d)

Capitalization Table

[See Attached]

Disclosure Schedule 3.1(f)

Non-Public Information Concerning the Company

[None]
