

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

OMB APPROVAL

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Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934
or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person * <u>Running Wind LLC</u>	2. Date of Event Requiring Statement (Month/Day/Year) 02/05/2020	3. Issuer Name and Ticker or Trading Symbol <u>Loop Media, Inc. [LPTV]</u>	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director <input checked="" type="checkbox"/> 10% Owner Officer (give title below) <input type="checkbox"/> Other (specify below) <input type="checkbox"/>	5. If Amendment, Date of Original Filed (Month/Day/Year)
(Last) (First) (Middle) 1879 HAZELTON DRIVE			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person
(Street) GERMANTOWN TN 38138			
(City) (State) (Zip)			

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Common Stock	16,153,042	D	

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Warrants	(1)	(1)	Common Stock	2,663,032 ⁽²⁾	(2)	D	
Convertible Note ⁽³⁾	(4)	12/01/2023 ⁽⁵⁾	Common Stock	3,851,631 ⁽⁴⁾⁽⁵⁾	(5)	D	

Explanation of Responses:

- The Warrants are exercisable at any time at the option of Reporting Person and expire on the earliest to occur of: (i) the tenth anniversary of November 5, 2019, (ii) immediately prior to the closing of the first firm-commitment underwritten public offering of securities of Issuer, or (iii) a change of control of Issuer.
- The Warrants provide for the purchase of shares of Issuer's common stock at an exercise price of \$0.5677 per share. The Warrants are exercisable either for cash or on a cashless basis. The number of shares of common stock deliverable upon exercise of the Warrants are subject to adjustment for subdivision or consolidation of shares and other standard dilutive events.
- The First Amended and Restated Convertible Note dated October 31, 2019, in the original principal amount of \$1,500,000 (the "Convertible Note").
- The Convertible Note may be converted by Reporting Person, upon proper notice, in whole or in part, at any time. The Convertible Note is also subject to prepayment, upon proper notice, from Issuer.
- The Convertible Note earns interest at the annual rate of 10%. Interest accrued from October 31, 2019, through April 30, 2020, shall, at Issuer's option, be paid in full to Reporting Person on May 1, 2020, or added to the principal balance of the Convertible Note as of such date. Accrued unpaid interest is payable monthly beginning June 1, 2020, through December 1, 2020. Any outstanding principal balance and accrued unpaid interest is payable in equal monthly installments beginning January 1, 2021, until all outstanding principal balance and accrued unpaid interest is paid in full no later than December 1, 2023. The outstanding principal and accrued and unpaid interest under the Convertible Note are convertible into Common Stock of Issuer at the conversion price of \$0.40 per share. The conversion price is subject to adjustment for subdivision or consolidation of shares and other standard dilutive events.

Remarks:

The non-derivative and derivative securities set forth in this Form 3 (i) were acquired by Reporting Person via that certain merger agreement, made effective on February 5, 2020, by and among Interlink Plus, Inc., Interlink Plus, Inc.'s wholly owned subsidiary, Loop Media Acquisition, Inc., and Loop Media, Inc., and (ii) depicts the beneficial ownership of Reporting Person as of February 5, 2020.

William Bettis, duly authorized
under power of attorney, by 03/28/2023
Running Wind, LLC

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

Running Wind, LLC
LIMITED POWER OF ATTORNEY

Know all by these presents, that Running Wind, LLC, a Tennessee limited liability company (the "Company") (which possesses a CIK number of 0001803869), through Allen D. Berry, III, the Manager Member of the Company, hereby makes, constitutes and appoints each of William Bettis and Benjamin W. Roberson, each acting individually, as the Company's true and lawful authorized individual (each an "Authorized Individual"), with full power and authority as hereinafter described on behalf of and in the name, place, and stead of the Company, to:

(i) to update the Company's passphrase and Edgar Access Codes and submit to the U.S. Securities and Exchange Commission (the "SEC") any documents necessary or appropriate to obtain the Company's updated passphrase and Edgar Access Codes enabling the Company to make electronic filings with the SEC required by the Securities Exchange Act of 1934 and the rules thereunder (the "Exchange Act") or the Securities Act of 1933 and the rules thereunder ("Securities Act");

(ii) prepare, execute, acknowledge, deliver and file for and on behalf of the Company (a) Forms 3, 4 and 5 (including amendments thereto), if applicable, in accordance with Section 16(a) of the Exchange Act, (b) Form 144 (including amendments thereto), if applicable, in accordance with Rule 144 of the Securities Act, and (c) Schedule 13D or Schedule 13G (including amendments thereto) in accordance with Sections 13(d) and 13(g) of the Exchange Act (collectively, "Securities Filings"); and

(iii) do and perform any and all acts for and on behalf of the Company that may be necessary or desirable to complete and execute any such Securities Filings and file such Securities Filings with the SEC, any stock exchange, self-regulatory association, or any other authority; and

The Company acknowledges that:

(i) this Limited Power of Attorney authorizes, but does not require, each Authorized Individual to act in his or her discretion on information provided to such Authorized Individual without independent verification of such information;

(ii) any documents prepared and/or executed by any such Authorized Individual on behalf of the Company pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as such Authorized Individual, in his or her discretion, deems necessary or desirable;

(iii) the Authorized Individuals do not assume (i) any liability for the Company's responsibility to comply with the requirement of the Exchange Act and the Securities Act, or (ii) any liability of the Company for any failure to comply with such requirements; and

(iv) this Limited Power of Attorney does not relieve the Company from responsibility for compliance with the Company's obligations under the Exchange Act and Securities Act.

The Company hereby grants to each such Authorized Individual full power and authority to do and perform any and every act and thing whatsoever required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such Authorized Individual, or such Authorized Individual's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney and the rights and powers herein granted.

This Limited Power of Attorney shall remain in full force and effect until revoked by the Company in a signed writing delivered to each such Authorized Individual.

IN WITNESS WHEREOF, the Company has executed this Limited Power of Attorney on the date indicated below.

Running Wind, LLC,
a Tennessee limited liability company

By: /s/ Allen D. Berry, III, Managing Member
Date: February 13, 2023

State of Tennessee

County of Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of February, 2023, within my jurisdiction, the within named Allen D. Berry, III, in his capacity as the Managing Member of Running Wind, LLC, a Tennessee limited liability company, who acknowledged that he executed the above and foregoing document.

[SEAL]

Notary Public: /s/ Donna M. Fredette
My Commission Expires: March 18, 2025