

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 11, 2014

bBooth, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55314

(Commission
File Number)

46-1669753

(IRS Employer
Identification No.)

**1157 North Highland Avenue, Suite C
Hollywood, California**

(Address of principal executive offices)

90038

(Zip Code)

(855) 250-2300

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Secured Promissory Notes

On December 11, 2014, Songstagram, Inc. (" **Songstagram** ") and Rocky Wright (" **Wright** ") issued secured promissory notes (collectively, the " **Promissory Notes** ") in connection with advances that our company made to Songstagram and Wright. The advances were made by our company in connection with ongoing negotiations for a possible acquisition of Songstagram or its assets by our company. Pursuant to the Promissory Notes, Songstagram has promised to pay us the principal sum of \$475,000, together with interest at a rate equal to 8% per annum and Wright has promised to pay us the principal sum of \$386,435.17, together with interest at a rate equal to 8% per annum. All unpaid principal, together with any then unpaid and accrued interest and other amounts payable under the Promissory Notes, will be due and payable on the earlier of (i) our demand for payment; or (ii) when, upon or after the occurrence of an event of default, we declare such amounts due and payable or such amounts are made automatically due and payable under the terms of the Promissory Notes. During any period in which an event of default has occurred and is continuing, Songstagram and Wright, as applicable, will pay interest on the unpaid principal balance at a rate of 13% per annum. The Promissory Notes may be prepaid without our prior written consent. The full amounts of the Promissory Notes are secured by all of Songstagram's assets and all of Wright's assets related to Songstagram, as applicable, in accordance with security agreements dated December 11, 2014, as described below.

Security Agreements

In connection with the Promissory Notes, we entered into security agreements (collectively, the " **Security Agreements** ") with Songstagram and Wright dated December 11, 2014. Pursuant to the Security Agreements, Songstagram and Wright, as applicable, have agreed to, among other things, (i) pay all secured obligations when due; (ii) upon or following the occurrence of an event of default, pay all of our costs and expenses, including reasonable attorneys' fees, incurred by us in the perfection, preservation, realization, enforcement and exercise of our rights, powers and remedies under the Security Agreements; and (iii) execute and deliver such documents as we deem necessary to create, perfect and continue the security interests.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

- 10.1 Secured Promissory Note dated December 11, 2014 from Songstagram, Inc.
- 10.2 Secured Promissory Note dated December 11, 2014 from Rocky Wright
- 10.3 Security Agreement dated December 11, 2014 with Songstagram, Inc.
- 10.4 Security Agreement dated December 11, 2014 with Rocky Wright

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this current report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 17, 2014

bBOOTH, INC.

By: /s/ Rory J. Cutaia
Name: Rory J. Cutaia
Title: Chairman and Chief Executive Officer

SONGSTAGRAM, INC.

SECURED PROMISSORY NOTE

\$475,000.00

December 11, 2014

Van Nuys, California

FOR VALUE RECEIVED, Songstagram, Inc., a company incorporated under the laws of the State of Delaware and having an address at 15462 Cabrito Road, Van Nuys, CA 91406 ("Company"), promises to pay to bBooth, Inc. a company incorporated under the laws of the State of Nevada and having an address at 1157 North Highland Avenue, Suite C, Los Angeles, CA 90038 or its assigns or order ("bBooth"), the principal sum of Four Hundred Seventy Five Thousand Dollars (\$475,000.00), together with interest at a rate equal to eight percent (8%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) demand for payment from bBooth; or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by bBooth or made automatically due and payable in accordance with the terms hereof.

1. **Definitions.** As used in this Note, the following capitalized terms have the following meanings:

(a) "**Company**" includes the corporation initially executing this Note and any Person which shall succeed to or assume the obligations of Company under this Note.

(b) "**Event of Default**" has the meaning given in Section 5 hereof.

(g) "**Material Adverse Event**" shall mean an event that results in, constitutes, or with the passage of time, will result in or constitute a material adverse effect on (a) the business, assets, operations, prospects or financial or other condition of Company; (b) the ability of Company to pay or perform the Obligations in accordance with the terms of this Note and to avoid an Event of Default, or an event which, with the giving of notice or the passage of time or both, would constitute an Event of Default; or (c) the rights and remedies of bBooth under this Note or any related document, instrument or agreement.

(c) "**Obligations**" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to bBooth of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of this Note or any related agreements or documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and there under, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U. S. C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

(d) "**Person**" shall mean and include an individual, a partnership, a corporation, a business trust, a joint stock company, a limited liability company, an unincorporated association or other entity and any domestic or foreign national, state or local government, any political subdivision thereof, and any department, agency, authority or bureau of any of the foregoing.

(i) **Interest**. Accrued interest on this Note shall be payable in full on demand by bBooth.

2. **Prepayment**. This Note may be prepaid without the prior written consent of bBooth. If this Note is prepaid, such prepayment will be applied first to the payment of expenses due under this Note, second to interest accrued on this Note and third, if the amount of prepayment exceeds the amount of all such expenses and accrued interest, to the payment of principal of this Note.

3. **Certain Covenants**.

(a) **Information Rights: Notices**. So long as the Company shall owe bBooth any amounts hereunder, Company shall furnish to bBooth the following:

(i) **Notice of Defaults**. Promptly upon the occurrence thereof, written notice of the occurrence of any Event of Default hereunder.

4. **Events of Default**. The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) **Failure to Pay**. Company shall fail to pay (i) when due any principal or interest payment on the due date hereunder; or

(b) **Breaches of Covenants**. Company or any of its subsidiaries shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note and (i) such failure shall continue for fifteen (15) days, or (ii) if such failure is not curable within such fifteen (15) day period, but is reasonably capable of cure within thirty (30) days, either (A) such failure shall continue for thirty (30) days or (B) Company or any subsidiary of Company shall not have commenced a cure in a manner reasonably satisfactory to bBooth within the initial fifteen (15) day period; or

(c) **Representations and Warranties**. Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of Company to bBooth in writing in connection with this Note, or as an inducement to bBooth to enter into this Note, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or

(d) Other Payment Obligations. Company or any of its subsidiaries shall (i) fail to make any payment when due under the terms of any bond, debenture, note or other evidence of indebtedness to be paid by such Person (excluding this Note, but including any other evidence of indebtedness of Company or any of its subsidiaries to bBooth) and such failure shall continue beyond any period of grace provided with respect thereto, or (ii) default in the observance or performance of any other agreement, term or condition contained in any bond, debenture, note or other evidence of indebtedness; or

(e) Voluntary Bankruptcy or Insolvency Proceedings. On or after the date set forth on the first page of this Note, Company or any of its subsidiaries shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its or any of its creditors, (iii) be dissolved or liquidated, (iv) become insolvent (as such term may be defined or interpreted under any applicable statute), (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(f) Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Company or any of its subsidiaries or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Company or any of its subsidiaries or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within thirty (30) days of commencement; or

(g) Judgments. A final judgment or order that is or with the passage of time is likely to result in a Material Adverse Event shall be rendered against Company or any of its subsidiaries and the same shall remain un-discharged for a period of thirty (30) days during which execution shall not be effectively stayed, or any judgment, writ, assessment, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of Company or any of its subsidiaries and such judgment, writ, or similar process shall not be released, stayed, vacated or otherwise dismissed within thirty (30) days after issue or levy; or

(h) Material Adverse Event. The occurrence of any other Material Adverse Event.

5. Rights of bBooth upon Default. Upon the occurrence or existence of any Event of Default (other than an Event of Default, referred to in Sections 4(e) and 4(f)) and at any time thereafter during the continuance of such Event of Default, bBooth may, by written notice to Company, declare all outstanding Obligations payable by Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 4(e) and 4(f), immediately and without notice, all outstanding Obligations payable by Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, bBooth may exercise any other right power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

6. **Successors and Assigns**. Subject to the restrictions on transfer described herein, the rights and obligations of Company and bBooth shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. **Waiver and Amendment**. Any provision of this Note may be amended, waived or modified upon the written consent of Company and bBooth.

8. **Assignment by Company**. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by Company without the prior written consent of bBooth.

9. **Notices**. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth in the Security Agreement, or at such other address or facsimile number as Company shall have furnished to bBooth in writing. All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

10. **Payment**. Payment shall be made in lawful tender of the United States.

11. **Default Rate; Usury**. During any period in which an Event of Default has occurred and is continuing, Company shall pay interest on the unpaid principal balance hereof at a rate per annum equal to the rate otherwise applicable hereunder plus five percent (5%). In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

12. **Security Interest**. The full amount of this Note is secured by all assets of the Company in accordance with the Security Agreement dated December 11, 2014 and attached hereto as Exhibit A.

13. **Expenses; Waivers**. If action is instituted to collect this Note, Company promises to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with such action. Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

14. **Governing Law**. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California, or of any other state.

Songstragram, Inc., a Delaware corporation

By: /s/ Rocky Wright

Name: Rocky Wright

Title : CEO

EXHIBIT A

SECURITY AGREEMNT

ROCKY WRIGHT

SECURED PROMISSORY NOTE

\$386,435.17

December 11, 2014

Van Nuys, California

FOR VALUE RECEIVED, Rocky Wright, an individual having an address at 15462 Cabrito Road, Van Nuys, CA 91406 ("Wright"), promises to pay to bBooth, Inc. a company incorporated under the laws of the State of Nevada and having an address at 1157 North Highland Avenue, Suite C, Los Angeles, CA 90038 or its assigns or order ("bBooth"), the principal sum of Three Hundred Eighty-Six Thousand, Four Hundred Thirty-Five Dollars and Seventeen Cents (\$386,435.17), together with interest at a rate equal to eight percent (8%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then unpaid and accrued interest and other amounts payable hereunder, shall be due and payable on the earlier of (i) demand for payment from bBooth; or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are declared due and payable by bBooth or made automatically due and payable in accordance with the terms hereof.

1. **Definitions.** As used in this Note, the following capitalized terms have the following meanings:

(a) "**Wright**" includes the individual initially executing this Note and any Person which shall succeed to or assume the obligations of Wright under this Note.

(b) "**Event of Default**" has the meaning given in Section 5 hereof.

(g) "**Material Adverse Event**" shall mean an event that results in, constitutes, or with the passage of time, will result in or constitute a material adverse effect on (a) the business, assets, operations, prospects or financial or other condition of Wright; (b) the ability of Wright to pay or perform the Obligations in accordance with the terms of this Note and to avoid an Event of Default, or an event which, with the giving of notice or the passage of time or both, would constitute an Event of Default; or (c) the rights and remedies of bBooth under this Note or any related document, instrument or agreement.

(c) "**Obligations**" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Wright to bBooth of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of this Note or any related agreements or documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Wright hereunder and there under, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U. S. C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

(d) " **Person** " shall mean and include an individual, a partnership, a corporation, a business trust, a joint stock company, a limited liability company, an unincorporated association or other entity and any domestic or foreign national, state or local government, any political subdivision thereof, and any department, agency, authority or bureau of any of the foregoing.

(i) **Interest** . Accrued interest on this Note shall be payable in full on demand by bBooth.

2. **Prepayment** . This Note may be prepaid without the prior written consent of bBooth. If this Note is prepaid, such prepayment will be applied first to the payment of expenses due under this Note, second to interest accrued on this Note and third, if the amount of prepayment exceeds the amount of all such expenses and accrued interest, to the payment of principal of this Note.

3. **Certain Covenants** .

(a) **Information Rights: Notices** . So long as the Wright shall owe bBooth any amounts hereunder, Wright shall furnish to bBooth the following:

(i) **Notice of Defaults** . Promptly upon the occurrence thereof, written notice of the occurrence of any Event of Default hereunder.

4. **Events of Default** . The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) **Failure to Pay** . Wright shall fail to pay (i) when due any principal or interest payment on the due date hereunder; or

(b) **Breaches of Covenants** . Wright shall fail to observe or perform any other covenant, obligation, condition or agreement contained in this Note and (i) such failure shall continue for fifteen (15) days, or (ii) if such failure is not curable within such fifteen (15) day period, but is reasonably capable of cure within thirty (30) days, either (A) such failure shall continue for thirty (30) days or (B) Wright or any subsidiary of Wright shall not have commenced a cure in a manner reasonably satisfactory to bBooth within the initial fifteen (15) day period; or

(c) **Representations and Warranties** . Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of Wright to bBooth in writing in connection with this Note, or as an inducement to bBooth to enter into this Note, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or

(d) **Other Payment Obligations** . Wright or any of its subsidiaries shall (i) fail to make any payment when due under the terms of any bond, debenture, note or other evidence of indebtedness to be paid by such Person (excluding this Note, but including any other evidence of indebtedness of Wright to bBooth) and such failure shall continue beyond any period of grace provided with respect thereto, or (ii) default in the observance or performance of any other agreement, term or condition contained in any bond, debenture, note or other evidence of indebtedness; or

(e) Voluntary Bankruptcy or Insolvency Proceedings. On or after the date set forth on the first page of this Note, Wright shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of his property, (ii) make a general assignment for the benefit of his or any of his creditors, (iii) become insolvent (as such term may be defined or interpreted under any applicable statute), (iv) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to himself or his debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of his property by any official in an involuntary case or other proceeding commenced against him, or (v) take any action for the purpose of effecting any of the foregoing; or

(f) Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Wright or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Wright or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within thirty (30) days of commencement; or

(g) Judgments. A final judgment or order that is or with the passage of time is likely to result in a Material Adverse Event shall be rendered against Wright and the same shall remain un-discharged for a period of thirty (30) days during which execution shall not be effectively stayed, or any judgment, writ, assessment, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of Wright and such judgment, writ, or similar process shall not be released, stayed, vacated or otherwise dismissed within thirty (30) days after issue or levy; or

(h) Material Adverse Event. The occurrence of any other Material Adverse Event.

5. Rights of bBooth upon Default. Upon the occurrence or existence of any Event of Default (other than an Event of Default, referred to in Sections 4(e) and 4(f)) and at any time thereafter during the continuance of such Event of Default, bBooth may, by written notice to Wright, declare all outstanding Obligations payable by Wright hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 4(e) and 4(f), immediately and without notice, all outstanding Obligations payable by Wright hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, bBooth may exercise any other right power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

6. **Successors and Assigns**. Subject to the restrictions on transfer described herein, the rights and obligations of Wright and bBooth shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

7. **Waiver and Amendment**. Any provision of this Note may be amended, waived or modified upon the written consent of Wright and bBooth.

8. **Assignment by Wright**. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by Wright without the prior written consent of bBooth.

9. **Notices**. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth in the Security Agreement, or at such other address or facsimile number as Wright shall have furnished to bBooth in writing. All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

10. **Payment**. Payment shall be made in lawful tender of the United States.

11. **Default Rate; Usury**. During any period in which an Event of Default has occurred and is continuing, Wright shall pay interest on the unpaid principal balance hereof at a rate per annum equal to the rate otherwise applicable hereunder plus five percent (5%). In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

12. **Security Interest**. The full amount of this Note is secured by all assets of the Wright in accordance with the Security Agreement dated December 11, 2014 and attached hereto as Exhibit A.

13. **Expenses; Waivers**. If action is instituted to collect this Note, Wright promises to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with such action. Wright hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

14. **Governing Law**. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California, or of any other state.

Rocky Wright

By: /s/ Rocky Wright

Name: Rocky Wright

EXHIBIT A

SECURITY AGREEMNT

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Agreement**"), dated as of December 11, 2014 (the "**Effective Date**"), is executed by Songstagram, Inc., a Delaware corporation (together with its successors and assigns, "**Debtor**"), in favor of bBooth, Inc., a Nevada corporation, as secured party (together with its successors and assigns, "**Lender**").

BACKGROUND AND PURPOSE.

Pursuant to that certain Secured Promissory Note dated as of the same date as this Agreement executed by Debtor in favor of Lender (the "**Note**"), Debtor is indebted to Lender in the sum of Four Hundred Seventy Five Thousand Dollars (\$475,000.00) upon the terms and subject to the conditions set forth in the Note. The availability of the loan under the Note is conditioned upon the execution and delivery by Debtor of this Agreement.

AGREEMENT

1. **GRANT OF SECURITY INTEREST.** Debtor hereby grants and transfers to Lender, a security interest in the following "**Collateral**": any and all of the "accounts," "chattel paper," "contracts," "documents," "equipment," "fixtures," "general intangibles" (including, without limitation, all intellectual property of Debtor), "trademarks," "copyrights," "goods," "investment property," "instruments," and "inventory" (as such terms are defined in the California Uniform Commercial Code in effect on the Effective Date), and all other assets and personal property held in Debtor's name, whether now owned by Debtor or hereafter acquired, and all proceeds and products thereof and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing. Debtor warrants that the Collateral is domiciled in California.

2. **OBLIGATIONS SECURED.** The obligations secured hereby (the "**Secured Obligations**") are the payment and performance of all obligations of Debtor and rights of Lender under this Agreement and/or the Note.

3. **TERMINATION.** This Agreement will terminate upon the performance of all Secured Obligations, including without limitation, the payment of all Secured Obligations existing or committed by Lender.

4. **OBLIGATIONS OF LENDER.** Lender has no obligation to extend any credit hereunder. Any money received by Lender in respect of the Collateral may be deposited, at Lender's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder.

5. **REPRESENTATIONS AND WARRANTIES.** Debtor represents and warrants to Lender that: (a) Debtor is the owner and has possession or control of the Collateral; (b) Debtor has the right to grant a security interest in the Collateral; (c) the Collateral is genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except as heretofore disclosed to Lender in writing and as otherwise permitted by the Note; and (d) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects.

6. COVENANTS OF DEBTOR. Debtor agrees in general: (i) to pay all Secured Obligations when due; (ii) upon or following the occurrence of an Event of Default, to pay all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; (iii) to permit Lender to exercise its powers; (iv) to execute and deliver such documents as Lender deems necessary to create, perfect and continue the security interests contemplated hereby; and (v) not to change the places where Debtor keeps any of the Collateral without first giving Lender at least thirty (30) days' prior written notice; (vi) to insure the Collateral under agreements, against risks and liabilities, and with insurance companies satisfactory to Lender; (vii) to operate the Collateral in accordance with all applicable statutes, rules and regulations relating to the use thereof, and not to use the Collateral for any unlawful purpose or in any way that would void any insurance required to be carried in connection therewith; (viii) to pay when due all license fees, registration fees and other charges in connection with the Collateral; (ix) not to permit any lien on the Collateral, including without limitation, liens arising from repairs to or storage of the Collateral, except in favor of Lender; (x) not to sell, hypothecate or otherwise dispose of the Collateral, or any interest therein, without Lender's prior written consent; (xi) to permit Lender to inspect the Collateral at any time; (xii) if requested by Lender, to receive and use reasonable diligence to collect rights to payment and proceeds, in trust and as the property of Lender; (xiii) upon or following the occurrence of an Event of Default, from time to time, when requested by Lender, to prepare and deliver to Lender all Collateral subject to this Agreement; (xiv) to provide any service and do any other acts which may be necessary to maintain, preserve and protect all Collateral, and as appropriate and applicable, to keep the Collateral in good and saleable condition and repair, and to keep all Collateral free and clear of all defenses, rights of offset and counterclaims.

7. POWERS OF LENDER. Debtor appoints Lender its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by Lender's officers and employees, or any of them: (a) upon or following the occurrence of an Event of Default, to perform any obligation of Debtor hereunder in Debtor's name or otherwise; (b) upon or following the occurrence of an Event of Default, to give notice of Lender's rights in the Collateral, to enforce the same and make extension agreements with respect thereto; (c) upon or following the occurrence of an Event of Default, to resort to security in any order; (d) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Lender's interest in the Collateral; (e) upon or following the occurrence of an Event of Default, to reasonably prepare, adjust, execute, deliver and receive payment under insurance claims, and to reasonably collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Lender, at Lender's sole option, toward repayment of the Secured Obligations; (f) upon or following the occurrence of an Event of Default, to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to all Collateral; and (g) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Lender as necessary, proper and convenient in connection with the preservation, perfection or, upon or following the occurrence of an Event of Default, enforcement of its rights hereunder.

8. PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS. Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral (except those which Debtor is contesting in good faith, which shall be paid promptly after resolution of the dispute), and upon the failure of Debtor to do so, Lender, at its option, may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Lender shall be obligations of Debtor, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions hereof, and shall be secured by the Collateral, subject to all terms and conditions of this Agreement.

9. EVENTS OF DEFAULT. The occurrence of an Event of Default as defined under the Note shall constitute an " **Event of Default** " under this Agreement.

10. REMEDIES. Upon the occurrence of any Event of Default, Lender shall have the right to declare immediately due and payable all or any Secured Obligations and to terminate any commitments of Lender to make loans or otherwise extend credit to Debtor. Lender shall have all other rights, powers, privileges and remedies granted to a secured party upon default provided by law. All rights, powers, privileges and remedies of Lender shall be cumulative. No delay, failure or discontinuance of Lender in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Lender of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. While an Event of Default exists: (a) Debtor will not dispose of any of the Collateral except on terms approved by Lender; (b) at Lender's request, Debtor will assemble and deliver all Collateral, and books and records pertaining thereto, to Lender at a reasonably convenient place designated by Lender; and (c) Lender may, without notice to Debtor, enter onto Debtor's premises and take possession of the Collateral. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

11. COSTS, EXPENSES AND ATTORNEYS' FEES. Debtor shall pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Lender's in-house counsel), incurred by Lender in exercising any right, power, privilege or remedy conferred by this Agreement or in the enforcement thereof.

12. MISCELLANEOUS. Any right to require proceedings against others or to require exhaustion of security are waived; and consent to extensions, forbearances or alterations of the terms of any of the Secured Obligations, the release or substitution of security is given with respect to proceeds subject to this Agreement; provided however, that in each instance Lender believes in good faith that the action in question is commercially reasonable in that it does not unreasonably increase the risk of nonpayment of the Secured Obligations to which the action applies. Until all Secured Obligations shall have been paid in full, Debtor shall have no right of subrogation or contribution, and Debtor hereby waives any benefit of or any right to participate in any of the Collateral or any other security now or hereafter held by Lender. To the extent any provision of the Note is inconsistent with any provision of this Agreement, such provision of the Note shall supersede and cancel the conflicting provision of this Agreement. All notices, requests and demands required under this Agreement must be in writing, delivered to the appropriate party or parties in the manner set forth in the Note. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

[SIGNATURE PAGE DIRECTLY FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed as of the day and year first above written.

Songstragram, Inc.

By: /s/ Rocky Wright

Name: Rocky Wright

Title: CEO

AGREED:

bBooth, Inc.

By: /s/ Rory Cutaia

Name: Rory Cutaia

Title: CEO

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Agreement**"), dated as of December 11, 2014 (the "**Effective Date**"), is executed by Rocky Wright, an individual, (together with his successors and assigns, "**Debtor**"), in favor of bBooth, Inc., a Nevada corporation, as secured party (together with its successors and assigns, "**Lender**").

BACKGROUND AND PURPOSE.

Pursuant to that certain Secured Promissory Note dated as of the same date as this Agreement executed by Debtor in favor of Lender (the "**Note**"), Debtor is indebted to Lender in the sum of Three Hundred Eighty-Six Thousand, Four Hundred Thirty-Five Dollars and Seventeen Cents (\$386,435.17) upon the terms and subject to the conditions set forth in the Note. The availability of the loan under the Note is conditioned upon the execution and delivery by Debtor of this Agreement.

AGREEMENT

1. **GRANT OF SECURITY INTEREST.** Debtor hereby grants and transfers to Lender, a security interest in the following "**Collateral**": any and all of the "capital stock in Songstagram Inc.," "securities," "licenses," "accounts," "chattel paper," "contracts," "documents," "equipment," "fixtures," "general intangibles" (including, without limitation, all intellectual property of Debtor), "trademarks," "copyrights," "goods," "investment property," "instruments," and "inventory" (as such terms are defined in the California Uniform Commercial Code in effect on the Effective Date), and all other assets and personal property held in Debtor's name, whether now owned by Debtor or hereafter acquired, and all proceeds and products thereof and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing. Debtor warrants that the Collateral is domiciled in California.

2. **OBLIGATIONS SECURED.** The obligations secured hereby (the "**Secured Obligations**") are the payment and performance of all obligations of Debtor and rights of Lender under this Agreement and/or the Note.

3. **TERMINATION.** This Agreement will terminate upon the performance of all Secured Obligations, including without limitation, the payment of all Secured Obligations existing or committed by Lender.

4. **OBLIGATIONS OF LENDER.** Lender has no obligation to extend any credit hereunder. Any money received by Lender in respect of the Collateral may be deposited, at Lender's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder.

5. **REPRESENTATIONS AND WARRANTIES.** Debtor represents and warrants to Lender that: (a) Debtor is the owner and has possession or control of the Collateral; (b) Debtor has the right to grant a security interest in the Collateral; (c) the Collateral is genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except as heretofore disclosed to Lender in writing and as otherwise permitted by the Note; and (d) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects.

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Rocky Wright

By: /s/ Rocky Wright

Name: Rocky Wright

AGREED:

bBooth, Inc.

By: /s/ Rory Cutaia

Name: Rory Cutaia

Title: CEO