

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Whoop, Inc.		09/16/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending, LLC		
<b>Street Address:</b>	4234 Glen Devon Drive		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30327		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3696698	WHOOP	
<b>Serial Number:</b>	77836836	WHOOP CREATIVE STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(205)244-5714		
<b>Phone:</b>	205-458-5284		
<b>Email:</b>	ivincent@burr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	India E. Vincent		
<b>Address Line 1:</b>	420 North 20th Street		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	73025-2		
<b>NAME OF SUBMITTER:</b>	India E. Vincent		
<b>Signature:</b>	/india e vincent/		

CH \$65.00 3696698

**900203264**

**TRADEMARK**  
**REEL: 004632 FRAME: 0075**

Date:

09/28/2011

**Total Attachments: 4**

source=Whoop Inc Foreclosure document - executed#page1.tif

source=Whoop Inc Foreclosure document - executed#page2.tif

source=Whoop Inc Foreclosure document - executed#page3.tif

source=Whoop Inc Foreclosure document - executed#page4.tif

## VENTURE LENDING, LLC

September 16, 2011

Whoop, Inc.  
3495 Piedmont Road  
11 Piedmont Center, Suite 905  
Atlanta, GA 30306

Reference is hereby made to (i) that certain Loan Agreement dated as of May 26, 2010 (the "Loan Agreement") between Whoop, Inc. (the "Borrower"), and Venture Lending, LLC (the "Lender"), (ii) that certain Promissory Note dated as of May 26, 2010 (the "Note") between Borrower and Lender delivered pursuant to the Loan Agreement, and (iii) that certain Forbearance Agreement dated May 11, 2011 between Borrower and Lender (the "Forbearance Agreement"), which was previously extended through September 15, 2011. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement and Forbearance Agreement.

Borrower hereby acknowledges, stipulates and agrees that (i) the Forbearance Termination Date has occurred; (ii) a Default or Event of Default exists as of the Forbearance Termination Date; and (iii) Lender is no longer under any obligation to forbear from exercising its rights and remedies under the Loan Documents.

As a result of the Forbearance Termination Date occurring, Lender has elected to exercise its rights to foreclose on all Collateral (hereinafter defined), and Borrower has previously consented to and does hereby consent to an acceptance by Lender of all Collateral in full satisfaction of Borrower's obligations under the Loan Documents as set forth in O.C.G.A. §11-9-620.

This letter agreement (this "Agreement") operates to assign and transfer to Lender all of Borrower's right, title and interest in and to the following property: all of the accounts and general intangibles of Borrower wherever located and all proceeds and products thereof and books and records relating thereto, including, without limitation, all trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, licenses, domain names and other intellectual property of Borrower, including, without limitation, the trademarks, patents, trade secrets, licenses, domain names, trademark applications, and patent applications for each (as applicable) listed on Exhibit "A" attached hereto and incorporated herein by reference, and (i) any and all continuations, divisionals, renewals, or reissues thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks"), all of Borrower's rights under that certain license from Akira Technologies, Inc. to Borrower f/k/a XOsphere, LLC executed on May 16, 2007 (as more particularly described on

Exhibit "A"); the goodwill of Grantor's business connected with and symbolized by the Patents and Trademarks; and any and all other rights, title or interest in and to property serving as security for the Note (collectively referred to herein as the "Collateral").

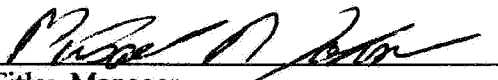
Borrower has previously agreed and does hereby agree that Lender is not required to dispose of the collateral. Borrower has previously agreed and does hereby agree to waive any right to notification or disposition under O.C.G.A. §11-9-624. Borrower further agrees to cooperate fully with delivery of the Collateral to Lender at a time and in a manner of Lender's choosing. Borrower further agrees to assist in notifying any parties who may be affected by the transfer of the Collateral of said transfer.

The parties hereto, and their respective successors and assigns, agree, from time to time upon any other party's reasonable request, to make, execute, acknowledge, and deliver to such party such further and additional instruments, documents, and agreements, and to take such further action as may be reasonably required to carry out the intent and purpose of this Agreement.

Sincerely,

**LENDER:**

**VENTURE LENDING, LLC**

By:   
Title: Manager

ACCEPTED AND AGREED TO:

**BORROWER:**

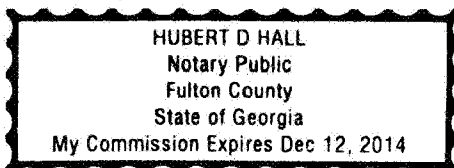
**WHOOP, INC.**

By:   
Title: President

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public



**My Commission Expires:**

**(NOTARIAL SEAL)**

**EXHIBIT "A"**  
**SPECIFIC COLLATERAL**

**Trademarks**

<b>Mark</b>	<b>Owner</b>	<b>Registration/Serial No.</b>	<b>Registration Date</b>	<b>Filing Date</b>
WHOOP	Whoop, Inc.	Reg. No. 3,696,698	10/13/2009	
WHOOP CREATIVE STUDIO	Whoop, Inc.	Ser. No. 77/836,836	N/A	9/29/2009
WHOOP EVERYTHING MOBILE	Whoop, Inc.	Common Law Trademark Rights	N/A	N/A

**Patents**

<b>Title</b>	<b>Owner or Assignee</b>	<b>Patent Application No.</b>	<b>Filing Date</b>
A Real-Time, Demand-Based Dynamic Pricing System and Method	Whoop, Inc.	61/218,555	6/19/2009

**Licensed Technology**

License Agreement from Akira Technologies, Inc. to Whoop, Inc. f/k/a XOsphere, LLC executed on May 16, 2007 for the "Licensed Programs" which include (i) all past and present versions of the Publisher product, comprising the Publisher, Content Server and Player computer software programs (in Object Code and Source Code formats), all APIs related to the Publisher product, all software applications and scripts for the Publisher Product and all related documentation; (ii) all past and present versions of the X-Air product, comprising all software programs related to the X-Air product (in Object Code and Source Code formats), all APIs related to the X-Air product, all software applications and scripts for the X-Air product and all related documentation; and (iii) all past and present versions of the software programs commonly referred to by the code name "Stay Puff" (in Object Code and Source Code formats), all APIs related to Stay Puff, all software applications and scripts for Stay Puff and all related documentation.

**Domain Names**

<b>URL</b>	<b>Registrant</b>	<b>Date Registration Created</b>	<b>Date Registration Expires</b>
www.whoop.com	Mark Morel	4/28/2009	9/16/2014