

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RUMBLE ENTERTAINMENT, INC.		09/30/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TRIPLEPOINT CAPITAL LLC
<b>Street Address:</b>	2755 SAND HILL ROAD
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	85868276	BALLISTIC
Serial Number:	78527048	BALLISTIK
Serial Number:	85578109	KINGSROAD
Serial Number:	85978744	KINGSROAD
Serial Number:	85553473	NIGHTMARE GUARDIANS
Serial Number:	85390112	RUMBLE
Serial Number:	85978859	RUMBLE
Serial Number:	85390111	RUMBLE ENTERTAINMENT
Serial Number:	85978857	RUMBLE ENTERTAINMENT
Serial Number:	85979263	RUMBLE GAMES
Serial Number:	85531083	THE REALM

**CORRESPONDENCE DATA**

Fax Number: 4155911400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**900278573**

**TRADEMARK**  
**REEL: 005202 FRAME: 0954**

**CH \$290.00 85868276**

*via US Mail.*

Phone: 4155911000  
Email: tsien@winston.com  
Correspondent Name: Ted Sien  
Address Line 1: 101 California Street, Suite 3900  
Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (RUMBLE)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	01/28/2014

**Total Attachments: 9**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of September 30, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and RUMBLE ENTERTAINMENT, INC., a Delaware corporation.

The words “We”, “Us”, or “Our”, refer to the grantee, which is TriplePoint Capital LLC. The words “You” or “Your” refers to the grantor, which is RUMBLE ENTERTAINMENT, INC. and not any individual. The words “the Parties” refers to both TRIPLEPOINT CAPITAL LLC and RUMBLE ENTERTAINMENT, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of September 30, 2013 (together with amendments, supplements, extensions and exhibits, collectively the “*Loan Agreement*”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

**Rumble\_IP\_Security\_Agreement**

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification solely for the purpose of amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: RUMBLE ENTERTAINMENT, INC.  
Signature: \_\_\_\_\_  
Print Name: J. Gregory Richardson  
Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between RUMBLE ENTERTAINMENT, INC., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
None		

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
None		

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between RUMBLE ENTERTAINMENT, INC., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
See attached			

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
See attached.			



# Rumble Entertainment, Inc.

## Trademark Status Report (by mark)

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
BALLISTIC	Brazil	09	3/8/2013	840445776			Published
BALLISTIC	Brazil	41	3/8/2013	840445806			Published
BALLISTIC	Russia	09; 41	7/9/2013	2013723241			Pending
BALLISTIC	United States	09; 41	3/6/2013	85868276			Published
BALLISTIK	United States	09; 41	12/3/2004	78527048	12/19/2006	3188034	Registered
KINGSROAD	Brazil	09	9/20/2012	840273150			Pending
KINGSROAD	Brazil	41	9/20/2012	840273088			Published
KINGSROAD	European Union	09; 41	8/21/2012	011130911	3/21/2013	011130911	Registered
KINGSROAD	Norway	09; 41	8/21/2012	201208606	11/21/2012	268380	Registered
KINGSROAD	Russia	09; 41	8/21/2012	2012729125			Pending
KINGSROAD	Switzerland	09; 41	9/1/2012	605312012			Suspended
KINGSROAD	Turkey	09; 41	8/24/2012	201273014			Published
KINGSROAD	United States	09	3/23/2012	85578109			Allowed
KINGSROAD	United States	41	3/23/2012	85978744	5/21/2013	4340070	Registered
NIGHTMARE GUARDIANS	Brazil	09	8/27/2012	840247230			Published
NIGHTMARE GUARDIANS	Brazil	41	8/27/2012	840247257			Published
NIGHTMARE GUARDIANS	European Union	09; 41	8/21/2012	011130937	4/5/2013	011130937	Registered
NIGHTMARE GUARDIANS	Norway	09; 41	8/21/2012	201208605	11/21/2012	268379	Registered
NIGHTMARE GUARDIANS	Russia	09; 41	8/21/2012	2012729126			Pending
NIGHTMARE GUARDIANS	Switzerland	09; 41	8/24/2012	602442012	2/11/2013	639733	Registered
NIGHTMARE GUARDIANS	Turkey	09; 41	8/24/2012	201273015			Published
NIGHTMARE GUARDIANS	United States	09; 41	2/27/2012	85553473			Allowed
RUMBLE	Brazil	09	5/15/2012	840126220			Published
RUMBLE	Brazil	41	5/15/2012	840126247			Published
RUMBLE	European Union	09; 45	4/13/2012	010805208	12/19/2012	010805208	Registered

Friday, September 13, 2013

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Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
RUMBLE	Norway	09; 41	4/13/2012	201203906	4/17/2013	270355	Registered
RUMBLE	Russia	09; 41	4/16/2012	2012711967	6/28/2013	490784	Registered
RUMBLE	Switzerland	09; 41; 45	4/17/2012	546172012	12/13/2012	637873	Registered
RUMBLE	Turkey	09; 41	5/14/2012	201244237			Published
RUMBLE	United States	09	8/4/2011	85390112			Allowed
RUMBLE	United States	35; 41	8/4/2011	85978859	6/18/2013	4355593	Registered
RUMBLE ENTERTAINMENT	United States	09	8/4/2011	85390111			Allowed
RUMBLE ENTERTAINMENT	United States	35; 41	8/4/2011	85978857			Allowed - SOU Filed
RUMBLE GAMES	European Union	09; 45	5/15/2012	010883254	12/16/2012	010883254	Registered
RUMBLE GAMES	Norway	09; 41	5/16/2012	201205113	1/17/2013	268996	Registered
RUMBLE GAMES	Switzerland	09; 41; 45	5/16/2012	557972012	12/14/2012	637937	Registered
RUMBLE GAMES	United States	41	11/29/2011	85979263	7/2/2013	4362492	Registered
THE REALM	United States	09; 41	2/1/2012	85531083			Suspended

**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between RUMBLE ENTERTAINMENT, INC., as You (Grantor)**  
**And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
None		