

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S Pay, Inc.		08/11/2016	Corporation: DELAWARE
BLUE STAR SPORTS HOLDINGS, INC.		08/11/2016	Corporation: DELAWARE
BONZI TECHNOLOGY INC.		08/11/2016	Corporation: OREGON
POINTSTREAK INC.		08/11/2016	Corporation: DELAWARE
SDI CAMPS & RACES, LLC		08/11/2016	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK as Administrative Agent
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4551045	BONZI
Registration Number:	3957774	BONZI SPORTS SOFTWARE
Registration Number:	4233703	LEAGUELINEUP

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4790
Email: IPTEAM@NATIONALCORP.COM
Correspondent Name: PAUL TATE
Address Line 1: 1025 VERMONT AVENUE, NW #1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, D.C. 20005

OP \$90.00 4551045

ATTORNEY DOCKET NUMBER:	F164819
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	08/11/2016
Total Attachments: 5 source=Closing Copy - Trademark Security Agreement (Spay)#page1.tif source=Closing Copy - Trademark Security Agreement (Spay)#page2.tif source=Closing Copy - Trademark Security Agreement (Spay)#page3.tif source=Closing Copy - Trademark Security Agreement (Spay)#page4.tif source=Closing Copy - Trademark Security Agreement (Spay)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of August 11, 2016, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor and certain of the Grantor’s affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (excluding any United States intent-to-use trademark or service mark applications), whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

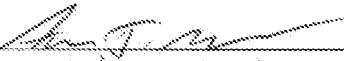
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Andrew J. Mays
Title: Vice President

[Signature page to Trademark Security Agreement]

GRANTORS:

BLUE STAR SPORTS HOLDINGS, INC.

By: _____
Name: Robert Wechsler
Title: Chief Executive Officer

SPAY, INC.

By: _____
Name: Robert Wechsler
Title: Chief Executive Officer

BONZI TECHNOLOGY, INC.

By: _____
Name: Robert Wechsler
Title: Chief Executive Officer

POINTSTREAK INC.

By: _____
Name: Robert Wechsler
Title: Chief Executive Officer



SDI CAMPS & RACES, LLC

By: _____
Name: Robert Wechsler
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

SCHEDULE A

U.S. TRADEMARKS

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	4,551,045	June 17, 2014	October 17, 2013	Bonzi Technology, Inc.	BONZI and Design. 
U.S.	3,957,774	May 10, 2011	September 23, 2010	Bonzi Technology, Inc.	BONZI SPORTS SOFTWARE and Design 
U.S.	4,233,703	October 30, 2012	March 22, 2012	SPAy, Inc.	LEAGUELINEUP