

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GONOODLE, INC.	FORMERLY HEALTHTEACHER, INC.	04/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86656118	BE AWESOME	
<b>Serial Number:</b>	86709840	GONOODLE	
<b>Serial Number:</b>	86709849	GONOODLE	
<b>Serial Number:</b>	86709868	GONOODLE	
<b>Serial Number:</b>	86709872	GONOODLE	
<b>Serial Number:</b>	86709890	GONOODLE	
<b>Serial Number:</b>	86709904	GONOODLE	
<b>Serial Number:</b>	86709907	GONOODLE	
<b>Serial Number:</b>	86709911	GONOODLE	
<b>Serial Number:</b>	86786524	GONOODLE	
<b>Serial Number:</b>	86893626	BE AWESOME	
<b>Serial Number:</b>	86880847	WE GET KIDS MOVING	
<b>Serial Number:</b>	86880833	WE GET KIDS MOVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<i>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.</i>			

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**Phone:** 919-314-3086  
**Email:** diligencereview@square1bank.com  
**Correspondent Name:** PACIFIC WESTERN BANK  
**Address Line 1:** 406 BLACKWELL STREET  
**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

<b>NAME OF SUBMITTER:</b>	Nicholas Nance
<b>SIGNATURE:</b>	/NicholasNance-adb/
<b>DATE SIGNED:</b>	02/02/2017

**Total Attachments: 6**  
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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 7, 2016, by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**"), and **GONOODLE, INC.**, a Delaware corporation ("**Grantor**"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank, as successor in interest by merger with **SQUARE 1 BANK**, a North Carolina corporation, and Grantor, formerly known as **HEALTHTEACHER, INC.**, a Delaware corporation, dated as of May 9, 2013.

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 9, 2013, as amended from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of March 18, 2014, that certain Second Amendment to Loan and Security Agreement dated as of December 19, 2014, that certain Third Amendment to Loan and Security Agreement dated as of February 6, 2015, that certain Fourth Amendment to Loan and Security Agreement dated as of October 1, 2015, and that certain Fifth Amendment to Loan and Security Agreement dated as of April 7, 2016 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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

*GoNoodle, Inc. - Amended and Restated IPSA*

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are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has 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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IN WITNESS WHEREOF, each party has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

209 10th Ave South, Suite 350  
Nashville, TN 37203

**GONOODLE, INC.**

By: 

Name: Mike Comegna

Title: CEO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**PACIFIC WESTERN BANK**

By: 

Name: Patrick Cahill

Title: VP

*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

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EXHIBIT A  
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

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**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
NONE		

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**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Application or Registration Number</b>	<b>Application or Registration Date</b>
AWESOME UPSTANDER	4318822	4-9-2013
GONOODLE	4314836	4-2-2013
HEALTHTEACHER	4286918	2-5-2013
SEND HEALTH HOME	85647380	6-8-2012
IARTHEALTH	4227670	10-16-2012
SOHEALTHY CHALLENGE	3803051	6-15-2010
HEALTHTEACHER	3388591	2-26-2008
HEALTHTEACHER	2468591	7-10-2001
BE AWESOME	86656118	6-9-2015
GONOODLE	86709840	7-30-2015
GONOODLE	86709849	7-30-2015
GONOODLE	86709868	7-30-2015
GONOODLE	86709872	7-30-2015
GONOODLE	86709890	7-30-2015
GONOODLE	86709904	7-30-2015
GONOODLE	86709907	7-30-2015
GONOODLE	86709911	7-30-2015
GONOODLE	86786524	10-13-2015
BE AWESOME	86893626	2-1-2016
WE GET KIDS MOVING	86880847	1-20-2016
WE GET KIDS MOVING	86880833	1-20-2016

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**TRADEMARK**

**RECORDED: 02/02/2017**

**REEL: 005980 FRAME: 0028**