

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whalerock Studios, LLC		07/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital, LP		
Street Address:	2 Wisconsin Circle		
Internal Address:	Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5197054	IT'S ROBOT FIGHTING TIME	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171426 WS TM		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	07/19/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **July 14, 2017** by and between **Multiplier Capital, LP** ("Multiplier") and Whalerock Studios, LLC, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated on or about the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, (provided that no security interest shall be granted in any "intent to use" trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office ("Intent to Use Trademarks") but only until such statement is filed), and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that, as of the date hereof, (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (excluding Intent to Use Trademarks), (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing to Secured Party concurrent written notice thereof at the time of any such registration along with a copy of the application for any such registration and (ii) executing and filing such other instruments, and taking such further actions as

Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

Red Building, Pacific Design Center
750 N. San Vicente Blvd., 900W
West Hollywood, CA 90069

Whalerock Studios, LLC

By 
Title CEO

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

Red Building, Pacific Design Center
750 N. San Vicente Blvd., 900W
West Hollywood, CA 90069

Whalerock Studios, LLC

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By Kevin P. Shul
Title Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IT'S ROBOT FIGHTING TIME	5197054	May 2, 2017

SCHEDULE B

Patents and Patent Applications

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BattleBots : 101, The Battle Begins: Qualifying Round Part 1	PA0001997351	February 22, 2016
BattleBots : 102, Crunch Time: Qualifying Round Part 2	PA0001997350	February 22, 2016
BattleBots : 103, Full Metal Bracket: Round of 16 Part 1	PA0001997348	February 22, 2016
BattleBots : 104, Last Chance to Advance: Round of 16 Part 2	PA0001997347	February 22, 2016
BattleBots : 105, The Great 8: Quarterfinals	PA0001997346	February 22, 2016
BattleBots : 106, One Bot Rules Them All: The Championship	PA0001997345	February 22, 2016
BattleBots : 200, The Gears Awaken	PA0002028842	February 22, 2017
BattleBots : 203, There Will Be Bot Blood: The Qualifying Round Concludes	PA0002028843	February 22, 2017
BattleBots : 204, We're Gonna Need a Bigger Bracket: The Round of 32 Part 1	PA0002028846	February 22, 2017
BattleBots : 205, Shake, Battle, and Roll: The Round of 32 Part 2	PA0002028847	February 22, 2017
BattleBots : 206, The Good, The Bot, and The Ugly: The Round of 32 Concludes	PA0002028848	February 22, 2017
BattleBots : 207, Not So Sweet 16: The Round of 16 Part 1	PA0002028850	February 22, 2017
BattleBots : 208, Rise of the Machines: The Round of 16 Part 2	PA0002028851	February 22, 2017