

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spay, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4550391	GAMEPLAN PREPARE. EXECUTE. WIN	
Registration Number:	3109115	STACK	
Registration Number:	3087664	FOR THE ATHLETE BY THE ATHLETE	
Registration Number:	5122600	FOR THE ATHLETE BY THE ATHLETE	
Registration Number:	5122599	STACK	
Registration Number:	5022250	STACK	
Registration Number:	5026120	STACK SPORTS PERFORMANCE & THERAPY	
Registration Number:	5026122	STACK SPORTS PERFORMANCE TRAINING	
Registration Number:	5022251	STACK VELOCITY	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 4550391

TRADEMARK

NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	09/06/2017
Total Attachments: 4 source=Closing Copy - First Supplement to Trademark Security Agreement - SPay#page1.tif source=Closing Copy - First Supplement to Trademark Security Agreement - SPay#page2.tif source=Closing Copy - First Supplement to Trademark Security Agreement - SPay#page3.tif source=Closing Copy - First Supplement to Trademark Security Agreement - SPay#page4.tif	

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This First Supplement to Trademark Security Agreement (this "***Supplement***"), dated as of June 30, 2017, is entered into by and between each of the signatories listed as a grantor on the signature page hereto (each and together, jointly and severally, the "***Grantor***"), and **SILICON VALLEY BANK** (the "***Assignee***"), as Administrative Agent.

WHEREAS, Grantor, among others, executed and delivered a Trademark Security Agreement dated August 11, 2016 (as amended of record from time to time hereinafter, the "***Grant***") in favor of the Assignee, pursuant to which Grantor, among others, pledged, assigned and granted a security interest in certain federally registered Trademarks (as defined therein), which was recorded with the Trademark division of the United States Patent and Trademark Office on August 11, 2016 at Reel 005853, Frame 0009; and

WHEREAS, the Grantor has acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of Assignee; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. **Definitions**. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. **Supplement to SCHEDULE A**. **SCHEDULE A** to the Grant is hereby supplemented, but not replaced, by **SCHEDULE A-1** annexed hereto.
3. **Miscellaneous**:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

SPAY, INC.

By: 

Name: Stuart Lodge

Title: Chief Financial Officer

[Signature Page to First Supplement to Trademark Security Agreement]

SCHEDULE A-1

U.S. TRADEMARKS AND TRADEMARK APPLICATION

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
GAMEPLAN PREPARE. EXECUTE. WIN GAMEPLAN Prepare. Execute. Win	U.S.	4550391	June 17, 2014
STACK STACK	U.S.	3109115	June 27, 2006
FOR THE ATHLETE BY THE ATHLETE FOR THE ATHLETE BY THE ATHLETE	U.S.	3087664	May 2, 2006
FOR THE ATHLETE BY THE ATHLETE FOR THE ATHLETE BY THE ATHLETE	U.S.	5122600	January 17, 2017
STACK STACK	U.S.	5122599	January 17, 2017
STACK STACK	U.S.	5022250	August 16, 2016
STACK SPORTS PERFORMANCE &	U.S.	5026120	August 26, 2016

THERAPY STACK Sports Performance & Therapy			
STACK SPORTS PERFORMANCE TRAINING STACK Sports Performance Training	U.S.	5026122	August 23, 2016
STACK VELOCITY STACK Velocity	U.S.	5022251	August 16, 2016