900444303 03/27/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM467255

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900436403

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blinker Inc,		01/11/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GMIT Lending Company, LLC
Street Address:	4643 South Ulster Street
Internal Address:	Suite 1400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77052686	DINO FIGHTERS
Serial Number:	86076030	BLINKER
Serial Number:	86076040	BLINKER
Serial Number:	86660860	В
Serial Number:	86660863	В
Serial Number:	86817705	В
Serial Number:	87233898	TAKE THE WHEEL
Serial Number:	87233903	TAKE THE WHEEL

CORRESPONDENCE DATA

Fax Number: 3123606520

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: 312-360-6000

Email: trademarks@freeborn.com

Correspondent Name: Andrew L Goldstein c/o Freeborn & Peters

Address Line 1: 311 S. Wacker Drive

Address Line 2: Suite 3000

Address Line 4: Chicago, ILLINOIS 60606

900444303 REEL: 006299 FRAME: 0667

ATTORNEY DOCKET NUMBER:	31283-0004
NAME OF SUBMITTER:	Andrew L. Goldstein
SIGNATURE:	/alg/
DATE SIGNED:	03/27/2018

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or modified from time to time, this "**Agreement**"), dated as of January 11, 2018, is made by BLINKER INC., a Delaware corporation (the "**Grantor**"), in favor of GMIT LENDING COMPANY, LLC, a Colorado limited liability company (the "**Lender**").

RECITALS

WHEREAS, pursuant to the Secured Promissory Note, dated as of the date hereof, by Grantor in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note"), Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Security Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), Grantor has granted to Lender a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and licenses, together with the goodwill of the business symbolized by the foregoing, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit to Grantor, that Grantor execute and deliver this Agreement in favor of Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;
- each patent license, including, without limitation, each patent license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

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- (4) each trademark license, including without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith; and
- (5) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent or trademark, including, without limitation, any patent or trademark referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application or trademark issued pursuant to a trademark application referred to in Schedule 1, and any patent licensed under any patent license, or any trademark licensed under any trademark license, listed on Schedule 1 annexed hereto.

Further, this security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf formal shall be equally effective as delivery of an original executed counterpart.

This Agreement is made for collateral security purposes only. This Agreement shall create a security interest in the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of the Note, Security Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's security interest in the Patent and Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Security Agreement.

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TRADEMARK REEL: 006299 FRAME: 0670 IN WITNESS WHEREOF, the Grantor and Lender have caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

GRANTOR:

BLINKER, INC., a Delaware corporation

Name: Daniel Martinez

Title: President

LENDER:

GMIT LENDING COMPANY, LLC, a Colorado

Limited liability company

By:

Name: Gary Magness

Title: Authorized Signatory

Signature Page to Patent and Trademark Security Agreement

#00003

SCHEDULE 1

TO

PATENT AMD TRADEMARK SECURITY AGREEMENT DATED AS OF JANUARY 11, 2018

• BLINKER INC. PATENTS AND PATENT APPLICATIONS

SEE ATTACHED EXHIBIT A.

• BLINKER INC. TRADEMARKS AND TRADEMARK APPLICATIONS

SEE ATTACHED EXHIBIT B.

4282381v3/31283-0004

TRADEMARK
REEL: 006299 FRAME: 0672



Federal Trademark Applications, Registrations, Assignments - Search Report

Entity Name Searched: Blinker, Inc.

Date of Report: 1/10/2018

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COCENCY GLOSAL INC. ("We" and "Our") exercised care in preparing this report, but for various reasons outside of Our control (e.g., insecurate and/or incomplete data provided by the U.S. Patent and Trademark Office and/or U.S. Copyright Office). We cannot wereast that this report is complete or free from errors. We, therefore, DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. You should confide the candidated the databases on acouracy, completaness, legal effect or pitesty of any matter shown herein. We make no representation, wearasty or guarantee as to the information contained in the public records referenced in this report. Curr should not be relied upon as legal advise or as a legal opinion. This report is not transferable to third parties and is limited to the requested order specifications. We assume no flability with respect to the valuety which We rely in propering this repert are generally current, but inherently suffer from delays between a flurg and the entering of the data pertaining to such filling into the databases; this report does not include reports of any fillings made during this delay period. This report data is included. This report liability is connection with the preparation of this report is limited to the refund of the price paid for the report. Acceptance of this search report constitutes acceptance of the teams, conditions, and limitations set fortil



United States Patent And Trademark Office

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 27, 2018

PTAS

ANDREW L GOLDSTEIN C/O FREEBORN & PETERS
311 S. WACKER DRIVE
SUITE 3000
CHICAGO, IL 60606



900436403

United States Patent and Trademark Office Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. According to the underlying supporting documentation the Assignor name is reflected as: BLINKER, INC. The Assignee Entity Type should reflect as: LIMITED LIABILITY COMPANY. Please clarify and amend.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday**, **April 26**, **2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at http://etas.uspto.gov, click the Start Resubmission button and enter the following information:

Document ID: 900436403

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To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MAURICE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV TRADEMARK
REEL: 006299 FRAME: 0674

900436403 01/23/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM459007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blinker		01/11/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GMIT Lending Company, LLC
Street Address:	4643 South Ulster Street
Internal Address:	Suite 1400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77052686	DINO FIGHTERS
Serial Number:	86076030	BLINKER
Serial Number:	86076040	BLINKER
Serial Number:	86660860	В
Serial Number:	86660863	В
Serial Number:	86817705	В
Serial Number:	87233898	TAKE THE WHEEL
Serial Number:	87233903	TAKE THE WHEEL

CORRESPONDENCE DATA

Fax Number: 3123606520

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: 312-360-6000

Email: trademarks@freeborn.com

Correspondent Name: Andrew L Goldstein c/o Freeborn & Peters

Address Line 1: 311 S. Wacker Drive

Address Line 2: Suite 3000

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Andrew L. Goldstein

REEL: 006299 FRAME: 0675

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Entity Name Searched: Blinker, Inc. Federal Published Pending Patents, Patent Grants, Assignments - Search Report

Date of Report: 1/10/2018

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Entity Name Searched: Blinker, Inc.

Date of Report: 1/10/2018

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Entity Name Searched: Blinker, Inc.

Date of Report: 1/10/2018

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Entity Name Searched: Blinker, Inc.

Date of Report: 1/10/2018

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Entity Name Searched: Blinker, Inc.

Date of Report: 1/10/2018

WACH, HANS BRANDON BLINKER INC.	
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WILBERT, ANTHONY RUSSELL BLINKER INC	
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Entity Name Searched: Blinker, Inc.

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