

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Krossover Intelligence Inc.		06/15/2018	Corporation: DELAWARE
Bonzi Technology Inc.		06/15/2018	Corporation: OREGON
CaptainU, LLC		06/15/2018	Corporation: CALIFORNIA
Lacrosse Holdings, LLC		06/15/2018	Limited Liability Company: CONNECTICUT
Skyhawks Franchise Group, LLC		06/15/2018	Limited Liability Company: DELAWARE
SPay, Inc.		06/15/2018	Corporation: DELAWARE
Student Sports LLC		06/15/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent
Street Address:	225 W. Washington St.
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	5039078	KROSSOVER
Registration Number:	5061985	KROSSOVER GET YOUR GAME BRAIN ON
Registration Number:	5061986	K
Registration Number:	4551045	BONZI
Registration Number:	3466209	CAPTAINU
Registration Number:	4256346	CHARGE ON
Registration Number:	3943302	R
Registration Number:	3910526	R
Registration Number:	3660802	RHINO LACROSSE
Registration Number:	3660803	RHINO LACROSSE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4572764	CHARGE ON
Registration Number:	4189871	CHEERTOTS
Registration Number:	4415393	HOCKEYTOTS
Registration Number:	4502164	HOCKEYTOTS
Registration Number:	4209114	HOOPSTERTOTS
Registration Number:	4314417	ORANGE HEAD SPORTS ACADEMY
Registration Number:	4417472	ORANGE HEAD SPORTS ACADEMY
Registration Number:	4189872	PARTYTOTS
Registration Number:	3629259	SOCCERTOTS
Registration Number:	3625281	SOCCERTOTS
Registration Number:	3633712	SOCCERTOTS
Registration Number:	3625130	SOCCERTOTS
Registration Number:	3629272	SOCCERTOTS
Registration Number:	3447531	SOCCER TOUCH
Registration Number:	3421384	SOCCER TOUCH
Registration Number:	4845662	SUPERTOTS
Registration Number:	5363447	SUPERTOTS SPORTS ACADEMY
Registration Number:	2341270	
Registration Number:	3453083	
Registration Number:	3552746	MINI-HAWK
Registration Number:	2356512	SKYHAWKS
Registration Number:	3678292	SKYHAWKS
Registration Number:	3675002	SKYHAWKS
Registration Number:	4669756	SKYHAWKS SPORTS
Registration Number:	4563335	SKYHAWKS SPORTS ACADEMY
Registration Number:	4729359	TEACHING LIFE SKILLS THROUGH SPORTS
Registration Number:	4402856	TINY-HAWK
Serial Number:	87913179	STACK
Registration Number:	4932083	THE OPENING
Registration Number:	2668956	ELITE 11
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

Property Type	Number	Word Mark
Registration Number:	5022251	STACK VELOCITY
Registration Number:	4823363	TEAMINN
Registration Number:	4823372	TEAM INN BOOK EASY. PLAY HARD. SLEEP WEL

CORRESPONDENCE DATA

Fax Number: 3125585700

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: 3125586352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 201055.6

NAME OF SUBMITTER: Michelle Foy

SIGNATURE: /Michelle Foy/

DATE SIGNED: 06/20/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 15, 2018, (this “**Agreement**”), among Krossover Intelligence Inc., a Delaware corporation, Bonzi Technology, Inc., an Oregon corporation, CaptainU, LLC, a California limited liability company, Lacrosse Holdings, LLC, a Connecticut limited liability company, Skyhawks Franchise Group, LLC, a Delaware limited liability company, SPay, Inc., a Delaware corporation and Student Sports LLC, a Delaware limited liability company (each, a “**Grantor**”) and Cortland Capital Market Services LLC (“**Cortland**”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) Blue Star Sports Holdings, Inc., a Delaware corporation (“**Holdings**”), (ii) SPay, Inc., a Delaware corporation (the “**Borrower**”), (iii) the financial institutions from time to time party thereto as Lenders (each a “**Lender**” and collectively, the “**Lenders**”), (iv) the Issuing Bank from time to time party thereto, (v) the Administrative Agent, (vi) Tennenbaum Capital Partners, LLC (“**TCP**”), as representative of the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Lender Representative**”), and (vii) TCP, Carlyle Global Credit Investment Management L.L.C., Goldman Sachs BDC, Inc., Goldman Sachs Private Middle Market Credit SPV LLC and Goldman Sachs Middle Market Lending Corp., as joint lead arrangers and joint bookrunners (in such capacities, the “**Arrangers**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.


SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

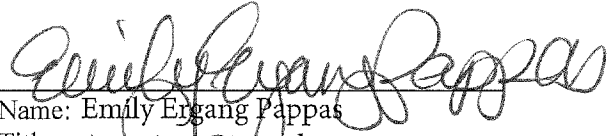
KROSSOVER INTELLIGENCE, INC.
BONZI TECHNOLOGY, INC.
CAPTAINU, LLC
LACROSSE HOLDINGS, LLC
SKYHAWKS FRANCHISE GROUP, LLC
SPAY, INC.
STUDENT SPORTS LLC

By: 
Name: Rick Sorensen
Title: Chief Financial Officer, Treasurer and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006359 FRAME: 0199

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent and Collateral Agent








By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]








TRADEMARK
REEL: 006359 FRAME: 0200

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Krossover Intelligence Inc.	5039078	Krossover
Krossover Intelligence Inc.	5061985	Krossover Get Your Game Brain On (word and design mark)
Krossover Intelligence Inc.	5061986	K and Design 
Bonzi Technology, Inc.	4551045	BONZI and Design 
CaptainU, LLC	3466209	CAPTAINU
Lacrosse Holdings, LLC	4256346	CHARGE ON
Lacrosse Holdings, LLC	3943302	R and Design 
Lacrosse Holdings, LLC	3910526	R and Design 
Lacrosse Holdings, LLC	3660802	RHINO LACROSSE
Lacrosse Holdings, LLC	3660803	RHINO LACROSSE and Design 
Lacrosse Holdings, LLC	4572764	CHARGE ON
Skyhawks Franchise Group, LLC	4189871	CHEERTOTS
Skyhawks Franchise Group, LLC	4415393	HOCKEYTOTS
Skyhawks Franchise Group, LLC	4502164	HOCKEYTOTS and Design 
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Skyhawks Franchise Group, LLC	4314417	ORANGE HEAD SPORTS ACADEMY
Skyhawks Franchise Group, LLC	4417472	ORANGE HEAD SPORTS ACADEMY and Design 
Skyhawks Franchise Group,	4189872	PARTYTOTS

AmericasActive:12266084.2

LLC		
Skyhawks Franchise Group, LLC	3629259	SOCCERTOTS
Skyhawks Franchise Group, LLC	3625281	SOCCERTOTS
Skyhawks Franchise Group, LLC	3633712	SOCCERTOTS
Skyhawks Franchise Group, LLC	3625130	SOCCERTOTS and Design 
Skyhawks Franchise Group, LLC	3629272	SOCCERTOTS and Design 
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Skyhawks Franchise Group, LLC	3421384	SOCCERTOUCHE and Design 
Skyhawks Franchise Group, LLC	4845662	SUPERTOTS
Skyhawks Franchise Group, LLC	5363447	SUPERTOTS SPORTS ACADEMY and Design 
Skyhawks Franchise Group, LLC	2341270	Design Only 
Skyhawks Franchise Group, LLC	3453083	Design Only 
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Skyhawks Franchise Group, LLC	2356512	SKYHAWKS
Skyhawks Franchise Group, LLC	3678292	SKYHAWKS
Skyhawks Franchise Group, LLC	3675002	SKYHAWKS and Design 
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SPay, Inc.	5122600	FOR THE ATHLETE BY THE ATHLETE
SPay, Inc.	5122599	STACK
SPay, Inc.	5022250	STACK
SPay, Inc.	5026120	STACK SPORTS PERFORMANCE & THERAPY
SPay, Inc.	5026122	STACK SPORTS PERFORMANCE TRAINING
SPay, Inc.	5022251	STACK VELOCITY
SPay, Inc.	4823363	TEAMINN
SPay, Inc.	4823372	TEAMINN Book Easy. Play Hard. Sleep Well. (design plus words)

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
SPay, Inc.	87913179	STACK