

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUSTOURS, INC.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.A.R.L		
Street Address:	9A BOULEVARD PRINCE HENRI		
City:	LUXEMBOURG		
State/Country:	LUXEMBOURG		
Postal Code:	L-1724		
Entity Type:	Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5334581	JC JUSCOLLEGE	
Serial Number:	87409287	UNOFFICIAL	
Serial Number:	87408885	JUSFESTIVALS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248480.000003		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	05/01/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of April 30, 2018 by and between COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L., a Société à responsabilité limitée with its Siège social at 9A Boulevard Prince Henri, L-1724 Luxembourg, as the lender in accordance with the terms of the Loan Agreement (as hereinafter defined) ("Lender") and JUSTOURS, INC., a Delaware corporation with its principal place of business located at 7885 West Sunset, Suite 100, Las Vegas, Nevada 89113 ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Term Loan Facility Agreement by and among Grantor, STREETTEAM SOFTWARE LLC, a limited liability company formed under the laws of the State of Delaware, STREETTEAM SOFTWARE LIMITED, a corporation organized under the laws of England & Wales ("Borrower"), and Lender dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as such term is defined below) to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; terms defined therein being used herein as therein defined) by Grantor in favor of Lender, Grantor has granted to Lender 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, including without limitation the Intellectual Property 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Finance Documents. This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Finance Documents, and those which are now or hereafter available to Lender as a matter of law or equity, and nothing in this Agreement shall be deemed to limit such rights and remedies. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Finance 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JUSTOURS, INC.

By: 
Name: Sarah Ellis
Title: Director & Secretary

LENDER:

COLUMBIA LAKE PARTNERS GROWTH
LENDING I (LUXCO) S.A.R.L.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006361 FRAME: 0150

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

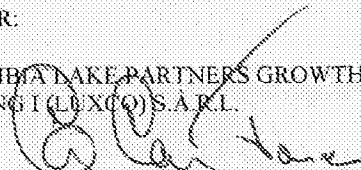
GRANTOR:

JUSTOURS, INC.

By: _____
Name: _____
Title: _____

LENDER:

COLUMBIA LAKE PARTNERS GROWTH
LENDING I (LUXCO) S.A.R.L.

By: 
Name: Grenville (Gren) Carr-Jones
Title: Manager

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

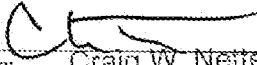
GRANTOR:

JUSTOURS, INC.

By: _____
Name: _____
Title: _____

LENDER:

COLUMBIA LAKE PARTNERS GROWTH
LENDING I (LUXCO) S.A.R.L.

By:  _____
Name: Craig W. Netterfield
Title: Managing Partner

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

Description

NONE

Registration/
Application
Number

Registration/
Application Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
JC JUSCOLLEGE (& design)	5,334,581	11/14/2017
UNOFFICIAL	87/409,287	04/12/2017
JUSFESTIVALS	87/408,885	04/12/2017

EXHIBIT D

Mask Works

Description

NONE

Registration/
Application
Number

Registration/
Application Date