

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474266

| | | | |
|---|---------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Whistle Sports, Inc. | | 05/03/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Multiplier Capital II, 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: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4545334 | THE LACROSSE NETWORK | |
| Registration Number: | 5116199 | THEFC | |
| Registration Number: | 5074455 | | |
| Registration Number: | 5065440 | W | |
| Registration Number: | 5060641 | WHISTLE SPORTS | |
| Registration Number: | 4702141 | W THE WHISTLE | |
| Registration Number: | 4702140 | THE WHISTLE | |
| 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: | Jay daSilva | | |
| 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: | F177076 | | |
| NAME OF SUBMITTER: | Robin Dunn | | |

OP \$190.00 4545334

| | |
|---|--------------|
| SIGNATURE: | /Robin Dunn/ |
| DATE SIGNED: | 05/16/2018 |
| Total Attachments: 6 source=TM Cover Sheet with IPSA-Whistle Sports#page2.tif source=TM Cover Sheet with IPSA-Whistle Sports#page3.tif source=TM Cover Sheet with IPSA-Whistle Sports#page4.tif source=TM Cover Sheet with IPSA-Whistle Sports#page5.tif source=TM Cover Sheet with IPSA-Whistle Sports#page6.tif source=TM Cover Sheet with IPSA-Whistle Sports#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 3, 2018 by and between **Multiplier Capital II, LP** (“Multiplier”) and **Whistle Sports, Inc.**, a Delaware corporation (“Grantor”), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated as of 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 certain Intellectual Property listed on Schedules A-C attached hereto (the “IP Collateral”).

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 the IP Collateral, consisting of (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, 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], (iii) the copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office listed on Schedule C hereto, and all extensions and renewals thereof, and, subject to and limited by the Loan Agreement, (iv) all rights to recover for past or future infringement of any of the foregoing, (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.

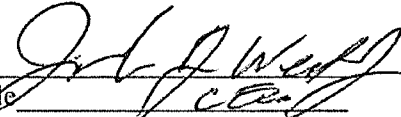
2. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with 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. 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 New York.

[signatures on next page]

Address of Grantor:

79 Madison Avenue, 8th Floor
New York, NY 10016

WHISTLE SPORTS, INC.

By 
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

79 Madison Avenue, 8th Floor
New York, NY 10016

WHISTLE SPORTS, INC.

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

MULTIPLIER CAPITAL II, LP


By: Multiplier Capital II GP, LLC,
Its General Partner

By Thom P. Shuck
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> |
|---|---|---|
| THE LACROSSE NETWORK | 4545334 | 06/03/14 |
| THEFC | 5116199 | 01/03/17 |
|  | 5074455 | 11/01/16 |
| W | 5065440 | 10/18/16 |
| WHISTLE SPORTS | 5060641 | 10/11/16 |
| W THE WHISTLE | 4702141 | 03/17/15 |
| THE WHISTLE | 4702140 | 03/17/15 |

SCHEDULE B

Patents and Patent Applications

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| None. | | |

SCHEDULE C

Copyrights Registered with the United States Copyright Office

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| None. | | |