

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474175

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:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86704325	THEFC	
Serial Number:	86704279		
Serial Number:	86705817	W	
Serial Number:	86705682	WHISTLE SPORTS	
Serial Number:	85962963	W THE WHISTLE	
Serial Number:	85962937	THE WHISTLE	
Serial Number:	85799134	THE LACROSSE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE- adb/		

CH \$190.00 86704325

DATE SIGNED:

05/16/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 3, 2018 by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**") and WHISTLE SPORTS, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, 28th Street Productions, LLC, and Grantor dated as of August 3, 2016 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

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

WHISTLE SPORTS, INC.

By: 

Name: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Legal Department

PACIFIC WESTERN BANK

By: 

Name: Mykac Dopyko

Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B
PATENTS

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Application/Issue Date</u>
NONE		

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
THEFC	86704325	7/24/2015
(DESIGN ONLY)	86704279	7/24/2015
W	86705817	7/27/2015
WHISTLE SPORTS	86705682	7/27/2015
W THE WHISTLE	85962963	6/18/2013
THE WHISTLE	85962937	6/18/2013
THE LACROSSE NETWORK	85799134	12/10/2012
THEFC*	TMA992585	3/16/2018
WHISTLE SPORTS*	TMA992584	3/16/18
(DESIGN ONLY)*	1740002	7/31/2015
(DESIGN ONLY)*	1739999	7/31/2015
THEFC*	14418206	11/26/2015
WHISTLE SPORTS*	14424221	12/15/2015
(DESIGN ONLY)*	14424238	12/14/2015
(DESIGN ONLY)*	1739999	11/26/2015
THE WHISTLE*	12047771	12/13/2018

*indicates a non-U.S. item of Intellectual Property

Whistle Sports, Inc. – IPSA (May 2018)