

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTN Buzztime, Inc.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	87268941	SMARTEST BAR	
Serial Number:	87268923	BUZZTIME SMARTEST BAR	
Serial Number:	87268856	QB1	
Serial Number:	87268842	COUNTDOWN	
Serial Number:	86086115	OPINIONATION	
Serial Number:	86978014	BUZZTIME	
Serial Number:	86086121	OPINIONATION	
Serial Number:	86976698	OPINIONATION	
Serial Number:	86976692	OPINIONATION LIVE	
Serial Number:	86107344	MOBILE PLAYMAKER	
Serial Number:	86116776	BEOND POWERED BY BUZZTIME	
Serial Number:	86107316	BUZZTIME	
Serial Number:	85359240	WHERE ARE YOU THINKING TONIGHT?	
Serial Number:	85172555	COUNTDOWN	
Serial Number:	85330775	STUMP! TRIVIA QUIZ	
Serial Number:	85286154	STUMP! TRIVIA QUIZ	
Serial Number:	85854071	BRAINBUSTER	
Serial Number:	85590521	BUZZTIME ENTERTAINMENT	
Serial Number:	85395765	BUZZTIME'S SMARTEST BAR	

CH \$740.00 87268941

Property Type	Number	Word Mark
Serial Number:	77943659	BUZZTIME TRENDALICIOUS TRIVIA
Serial Number:	77943615	TRENDALICIOUS TRIVIA
Serial Number:	77866372	THE PULSE
Serial Number:	77048545	PROHOST
Serial Number:	77349324	PREDICT THE PLAY
Serial Number:	76548260	SHOWDOWN
Serial Number:	76488937	TUNED IN
Serial Number:	74623043	PLAYMAKER
Serial Number:	74664129	PLAYERSPLUS
Serial Number:	74554340	TRIVIAOKE

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	10/01/2018

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of September 28, 2018, is entered into by and between **AVIDBANK**, a California banking corporation ("Secured Party"), and **NTN BUZZTIME, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

RECITALS

A. Secured Party and Grantor are parties to a Loan and Security Agreement dated as of the date of this Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make Credit Extensions to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

I. Grant of Security Interest. To secure the timely payment and performance of its obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in **Exhibit A** attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

(c) All present and future license agreements with respect to the Copyrights;

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;

- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar 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");
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) 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");
- (j) 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");
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) 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 licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests 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 Secured Party.

3. Supplements. Grantor authorizes Bank (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any Intellectual Property Collateral that Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended Exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e mail delivery of a ".pdf" format date file, such signature shall create a

valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

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

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

NTN BUZZTIME, INC.,
a Delaware corporation

By: 

Name: Allen Wolff

Title: Chief Financial Officer

SECURED PARTY:

AVIDBANK,
a California banking corporation

By: 

Name: Jon Krogstad

Title: Senior Vice President

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
System and method for television-based services	8562438	10/22/2013
Interactive gaming via mobile playmaker	8562442	10/22/2013
User-controlled entertainment system, apparatus and method	8790186	7/29/2014
Electronic menu system and method	8898075	11/25/2014
System and method for television-based services	8562438	6/2/2015
Interactive gaming via mobile playmaker	9358463	6/7/2016
System and method for television-based services	9044681	6/2/2015
User-Controlled Entertainment System, Apparatus and Method	9498713	11/22/2016

Patent Applications

<u>Description</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
Sports-based rewards system, method and apparatus	14866868	9/26/2015
Interactive timer with local and remote system integration	15333013	10/24/2016
Interactive gaming via mobile playmaker	15173648	6/4/2016
Electronic check splitting system, method, and apparatus	14645265	3/11/2015

EXHIBIT C

Trademarks

<u>Mark Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
SMARTEST BAR	87268947	12/14/2016
BUZZTIME SMARTEST BAR	87268923	12/14/2016
QB1	87268856	12/14/2016
COUNTDOWN	87268842	12/14/2016
OPINIONATION	86086115	10/8/2013
BUZZTIME	86978014	10/31/2013
OPINIONATION	86086121	10/8/2013
OPINIONATION	86976698	10/8/2013
OPINIONATION LIVE	86976692	10/8/2013
MOBILE PLAYMAKER	86107344	10/31/2013
BEOND POWERED BY BUZZTIME	86116776	11/12/2013
BUZZTIME	86107316	10/31/2013
WHERE ARE YOU THINKING TONIGHT	85359240	6/29/2011
COUNTDOWN	85172555	11/9/2010
STUMPI TRIVIA QUIZ	85330775	5/26/2011
STUMPI TRIVIA QUIZ	85286154	4/5/2011
BRAINBUSTER	85854071	2/19/2013
BUZZTIME ENTERTAINMENT	85590521	4/5/2012
BUZZTIME'S SMARTEST BAR	85395765	8/11/2011
BUZZTIME TRENDALICIOUS TRIVIA	77943659	2/24/2010
TRENDALICIOUS TRIVIA	77943615	2/24/2010
THE PULSE	77866372	11/5/2009
PROHOST	77048545	11/21/2006
PREDICT THE PLAY	77349324	12/11/2007
SHOWDOWN	76548260	9/15/2003
TUNE IN	76488937	2/10/2003
PLAYMAKER	74623043	1/19/1995
PLAYSPPLUS	74664129	4/20/1995
TRIVIAOKE	74554340	7/28/1994

EXHIBIT D

Mask Works

None