

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495779

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PLAYQ INC.		10/25/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONTAGE CAPITAL II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	PARTNERS FOR GROWTH V, L.P.		
<b>Street Address:</b>	1660 Tiburon Blvd., Suite D		
<b>City:</b>	Tiburon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94920		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5324464	TASTE BUDS	
<b>Registration Number:</b>	5324463	TASTE BUDS	
<b>Registration Number:</b>	5030536	PLAYQ	
<b>Registration Number:</b>	5030535	PLAYQ	
<b>Registration Number:</b>	5030534	PLAYQ	
<b>Registration Number:</b>	5025816	CHARM KING	
<b>Registration Number:</b>	5007603	PLAYQ	
<b>Registration Number:</b>	5007602	CHARM KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		

OP \$215.00 5324464

**Email:** PATTY@PATTYCHENG.COM  
**Correspondent Name:** PATTY CHENG  
**Address Line 1:** 2625 MIDDLEFIELD RD., #215  
**Address Line 4:** PALO ALTO, CALIFORNIA 94306

**NAME OF SUBMITTER:** Patty Cheng

**SIGNATURE:** /s/ Patty Cheng

**DATE SIGNED:** 10/29/2018

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2018 by and between PlayQ Inc., a Delaware corporation (“Borrower”), Partners for Growth V, L.P., a Delaware limited partnership (“PFG”), and Montage Capital II, L.P., a Delaware limited partnership (“Montage” and, together with PFG, the “Lenders”).

### RECITALS

Lenders has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lenders and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lenders a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lenders, Borrower grants to Lenders a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data 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 hereof.

[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.

Address of Borrower:

1540 2nd Street, Suite 301  
Santa Monica, CA 90401  
Attn: Joseph Aigboboh - CEO

**BORROWER:**

PlayQ Inc.

By: 

Name: Joseph Aigboboh

Title: CEO

**LENDERS:**

Montage Capital II, L.P.

Address of Montage:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Mike Rose

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Partners for Growth V, L.P.

Address for PFG:

1660 Tiburon Blvd., Suite D  
Tiburon, CA 94920  
Attn: Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**BORROWER:**

Address of Borrower:

1540 2nd Street, Suite 301  
Santa Monica, CA 90401  
Attn: Joseph Aigboboh – CEO

PlayQ Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

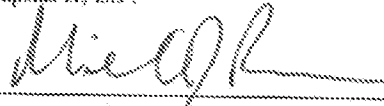
Title: \_\_\_\_\_

**LENDERS:**

Address of Montage:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Mike Rose

Montage Capital II, L.P.

By:  \_\_\_\_\_

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

Address for PFG:

1660 Tiburon Blvd., Suite D  
Tiburon, CA 94920  
Attn: Chief Financial Officer

Partners for Growth V, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TRADEMARK**

**REEL: 006469 FRAME: 0250**

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**BORROWER:**

PlayQ Inc.

Address of Borrower:

1540 2nd Street, Suite 301  
Santa Monica, CA 90401  
Attn: Joseph Aigboboh -- CEO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDERS:**

Montage Capital II, L.P.

Address of Montage:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Mike Rose

By: \_\_\_\_\_

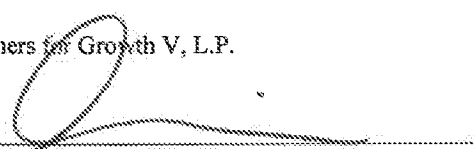
Name: \_\_\_\_\_

Title: : \_\_\_\_\_

Partners for Growth V, L.P.

Address for PFG:

1660 Tiburon Blvd., Suite D  
Tiburon, CA 94920  
Attn: Chief Financial Officer

By:  \_\_\_\_\_

Name: Armineh Baghoomian

Title: Manager, Partners for Growth V, LLC  
it's General Partner

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>



