

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497116

<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>
ADRENALINE, LLC		10/16/2018	Limited Liability Company: DELAWARE
ADRENALINE C CORP		10/16/2018	Corporation: DELAWARE
ADRENALINE HOLDCO, LLC		10/16/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALTIUS PARTNERS V, LP		
<b>Street Address:</b>	1766 WILSHIRE BLVD., SUITE 850		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5130992	ADRENALINE	
<b>Registration Number:</b>	4839250	ADRENALINE	
<b>Registration Number:</b>	5126624	ADRENALINE	
<b>Registration Number:</b>	5126625	ADRENALINE	
<b>Registration Number:</b>	5446513	ADRENALINE MANAGEMENT PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>	2149326400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	SUSAN DIAMOND		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 2:</b>	MCGUIREWOODS LLP		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2072005-0015		

OP \$140.00 5130992

<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez
<b>SIGNATURE:</b>	/Stephanie Hernandez/
<b>DATE SIGNED:</b>	11/06/2018
<b>Total Attachments: 5</b> source=Adrenaline Collateral Assignment of Trademarks#page1.tif source=Adrenaline Collateral Assignment of Trademarks#page2.tif source=Adrenaline Collateral Assignment of Trademarks#page3.tif source=Adrenaline Collateral Assignment of Trademarks#page4.tif source=Adrenaline Collateral Assignment of Trademarks#page5.tif	

## COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of October 16, 2018 (“Agreement”), by and among ADRENALINE, LLC, a Delaware limited liability company (together with its successors and assigns, collectively, the “Assignors” and each an “Assignor”), ADRENALINE C CORP., a Delaware corporation (“C Corp”), ADRENALINE HOLDCO, LLC, a Delaware limited liability company (“Holdco” and, collectively with the Assignor and C Corp, the “Borrowers”) and CALTIUS PARTNERS V, LP, as Secured Party (together with its successors and assigns in such capacity, the “Secured Party”):

### RECITALS:

(1) This Agreement is made pursuant to the Investment Agreement, dated as of October 16, 2018 (as amended, restated or otherwise modified from time to time, the “Investment Agreement”), among the Borrowers and the Secured Party.

(2) In connection with the Investment Agreement, each Borrower is a party to a Pledge and Security Agreement, dated as of October 16, 2018 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the other grantors named therein and the Secured Party, pursuant to which each Borrower has granted to the Secured Party for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Investment Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ADRENALINE HOLDCO, LLC**

By:   
Name: Gavin Bates  
Title: President and Chief Executive Officer

**ADRENALINE C CORP.**

By:   
Name: Gavin Bates  
Title: President and Chief Executive Officer

Contemporaneously with the Closing Date Acquisition:

**ADRENALINE, LLC**

By: \_\_\_\_\_  
Name: Sean Keathley  
Title: President and Chief Executive Officer

Accepted and acknowledged by:

**CALTUS PARTNERS V, LP,**  
as Secured Party

By:   
Name: Gavin Bates  
Title: Managing Director

*(Signature Page to Collateral Assignment of Trademarks)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**ADRENALINE HOLDCO, LLC**

By: \_\_\_\_\_  
Name: Gavin Bates  
Title: President and Chief Executive Officer

**ADRENALINE C CORP.**

By: \_\_\_\_\_  
Name: Gavin Bates  
Title: President and Chief Executive Officer

Contemporaneously with the Closing Date Acquisition:

**ADRENALINE, LLC**

By:  \_\_\_\_\_  
Name: Sean Keathley  
Title: President and Chief Executive Officer

Accepted and acknowledged by:

**CALTUS PARTNERS V, LP,**  
as Secured Party

By: \_\_\_\_\_  
Name: Gavin Bates  
Title: Managing Director

*(Signature Page to Collateral Assignment of Trademarks)*

**TRADEMARK**  
**REEL: 006476 FRAME: 0662**

Schedule A  
to Collateral Assignment of  
Trademarks

<u>Trademarks</u>	<u>Serial No. &amp; Registration No.</u>
ADRENALINE -branding management services, namely, consulting, development, and management of brands for businesses and /or individuals	Serial No. 86/132,683
	Reg. No. 5,130,992
ADRENALINE -design of specialty commercial interior and exterior environmental settings, namely, space planning, lighting design, furniture selection, display design and placement, signage design and placement, and kiosk design and placement	Serial No. 86/207,508
	Reg. No. 4,839,250
ADRENALINE -packaging design for others, website design for others	Serial No. 86/207,339
	Reg. No. 5,126,624
ADRENALINE -installation of audio-visual displays for advertising, promotional, or marketing purposes	Serial No. 86/207,474
	Reg. No. 5,126,625
ADRENALINE MANAGEMENT PLATFORM	Serial No. 87/514,745
	Reg. No. 5,446,513