

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW FORM DIGITAL, LLC		04/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	1920 L Street NW, Suite 350		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5297725	NEW FORM	
Registration Number:	4708744	NEW FORM DIGITAL	
Serial Number:	88099185	365 DAYS OF LOVE	
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@coagencyglobal.com		
Correspondent Name:	Melony Sot		
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:	1070052 TM		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	04/15/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 8, 2019 by and between **Multiplier Capital II, LP** (“Multiplier”) and each of the entities listed on Exhibit A hereto (collectively, the “Grantors” and each, individually, a “Grantor”), with reference to the following facts:

A. Multiplier and Grantors are parties to that certain Loan and Security Agreement dated as of May 3, 2018 (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, each 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”).

Each Grantor agrees as follows:

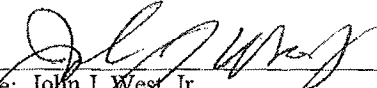
1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, each Grantor grants to Multiplier a security interest in all of such Grantor’s right, title and interest in the IP Collateral, consisting of (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, (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.

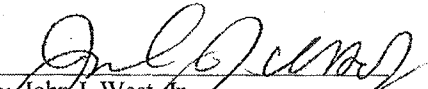
[signatures on next page]

NEW FORM DIGITAL, LLC

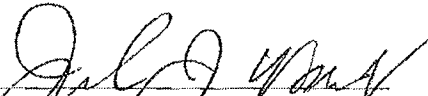
By Whistle Sports, Inc., its Manager

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

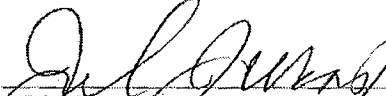
NEW FORM PRODUCTIONS, LLC

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

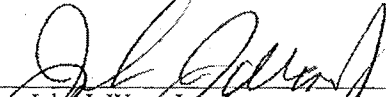
BAE LLC

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

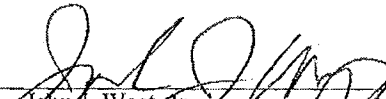
HIGH LEVEL PRODUCTIONS LLC

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

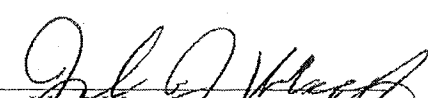
FOMO ENTERTAINMENT, LLC

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

LIVE YOUR LIFE FILMS, LLC

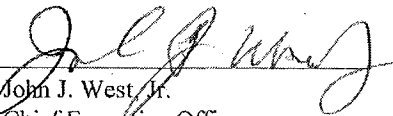
By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

IN THE GAME PRODUCTIONS, LLC

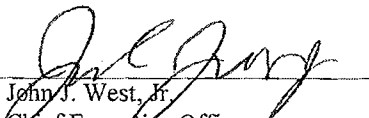
By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

[Signature Page—Intellectual Property Security Agreement]

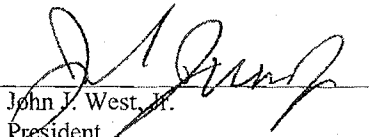
WHITEBOARD MEDIA LLC

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

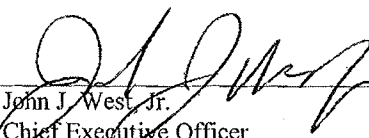
SPARKLE PONY PRODUCTIONS, LLC

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

WHISTLE NJ, Inc.

By: 
Name: John J. West, Jr.
Title: President

NEW FORM DISTRIBUTION, INC.

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer

MULTIPLIER CAPITAL II, LP

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

By: _____
Name:
Title:

[Signature Page—Intellectual Property Security Agreement]

WHITEBOARD MEDIA LLC

By: _____

Name:

Title:

SPARKLE PONY PRODUCTIONS, LLC

By: _____

Name:

Title:

WHISTLE NJ, Inc.

By: _____

Name:

Title:

NEW FORM DISTRIBUTION, INC.

By: _____

Name:

Title:

MULTIPLIER CAPITAL II, LP

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

By: Kevin P. Sheehan
Name: Kevin P. Sheehan
Title: Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Filing/ Registration Date</u>
New Form Digital, LLC	365 DAYS OF LOVE	88099185	08/30/18
New Form Digital, LLC	NEW FORM	87093589 5297725	07/05/16 09/26/17
New Form Digital, LLC	NEW FORM DIGITAL	85866258 4708744	03/04/13 03/24/15

SCHEDULE B

Patents and Patent Applications

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.			

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
New Form Productions, LLC	Oscar's Hotel for Fantastical Creatures : 1, The Party Nightmare.	PAu003797424	01/20/16
New Form Productions, LLC	Shitty Boyfriends : 1-8. Episode 1: Love at First Sight. Episode 2: Alone on Valentine's Day. Episode 3: The Moment Bless Him. Episode 4: Known Limitations. Episode 5: Friend's First. Episode 6: A New Hope. Episode 7: Judgment Day. Episode 8: Return of the King.	PAu003797423	03/02/16

EXHIBIT A

Grantors

New Form Digital, LLC, a Delaware limited liability company

New Form Productions, LLC, a Delaware limited liability company

BAE LLC, a Delaware limited liability company

High Level Productions LLC, a Delaware limited liability company

Fomo Entertainment, LLC, a Delaware limited liability company

Live Your Life Films, LLC, a Delaware limited liability company

In the Game Productions, LLC, a Delaware limited liability company

Whiteboard Media LLC, a Delaware limited liability company

Sparkle Pony Productions, LLC, a Delaware limited liability company

Whistle NJ, Inc., a New Jersey corporation

New Form Distribution, Inc., a Delaware corporation