

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM520209

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
NEW FORM PRODUCTIONS, LLC		04/08/2019	Limited Liability Company: DELAWARE
BAE LLC		04/08/2019	Limited Liability Company: DELAWARE
HIGH LEVEL PRODUCTIONS LLC		04/08/2019	Limited Liability Company: DELAWARE
FOMO ENTERTAINMENT, LLC		04/08/2019	Limited Liability Company: DELAWARE
LIVE YOUR LIFE FILMS, LLC		04/08/2019	Limited Liability Company: DELAWARE
IN THE GAME PRODUCTIONS, LLC		04/08/2019	Limited Liability Company: DELAWARE
WHITEBOARD MEDIA LLC		04/08/2019	Limited Liability Company: DELAWARE
SPARKLE PONY PRODUCTIONS, LLC		04/08/2019	Limited Liability Company: DELAWARE
WHISTLE NJ, INC.		04/08/2019	Corporation: NEW JERSEY
NEW FORM DISTRIBUTION, INC.		04/08/2019	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: 3

Property Type	Number	Word Mark
Serial Number:	88099185	365 DAYS OF LOVE
Registration Number:	5297725	NEW FORM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4708744	NEW FORM DIGITAL

CORRESPONDENCE DATA

Fax Number: 9193541278

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: (919) 314-3114

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-JLT/
DATE SIGNED:	04/22/2019

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 Pacific Western Bank, a California state-chartered bank (“Lender”) 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. Lender and Grantors are parties to that certain Loan and Security Agreement dated as of August 3, 2016 (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 Lender 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 Lender 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 Lender 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.

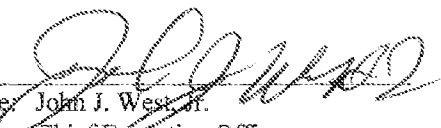
[signatures on next page]

NEW FORM DIGITAL, LLC

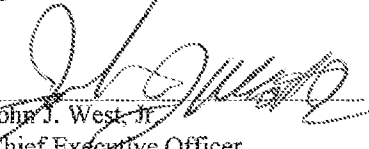
By Whistle Sports, Inc., its Manager

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

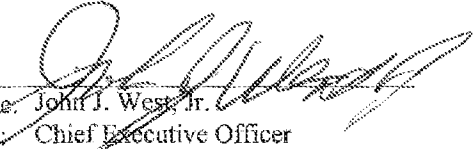
HIGH LEVEL PRODUCTIONS LLC

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

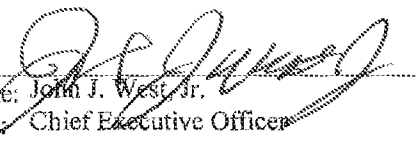
FOMO ENTERTAINMENT, LLC

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

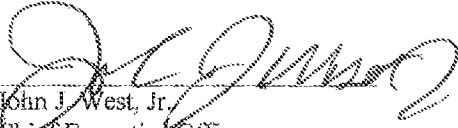
LIVE YOUR LIFE FILMS, LLC

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

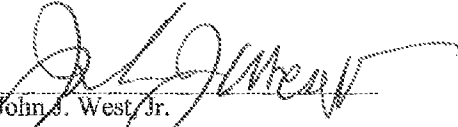
IN THE GAME PRODUCTIONS, LLC

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

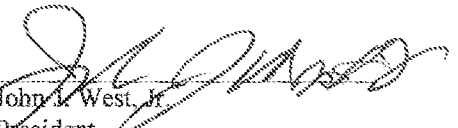
WHITEBOARD MEDIA LLC

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

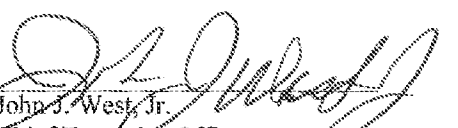
SPARKLE PONY PRODUCTIONS, LLC

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

PACIFIC WESTERN BANK

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:

PACIFIC WESTERN BANK

By: _____
Name:  MARIE ZANKIE H
Title: SVP

[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 B

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