

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whalerock Studios, LLC	FORMERLY BermanBraun Programming, LLC	07/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86714149	ROBOTS ACTIVATE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street		
Address Line 2:	Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	07/01/2019		
Total Attachments: 6			
source=WAL_Whalerock_IPSA (Whalerock Studios, LLC)_7-14-17 (As filed 7-1-19)#page1.tif			
source=WAL_Whalerock_IPSA (Whalerock Studios, LLC)_7-14-17 (As filed 7-1-19)#page2.tif			
source=WAL_Whalerock_IPSA (Whalerock Studios, LLC)_7-14-17 (As filed 7-1-19)#page3.tif			
source=WAL_Whalerock_IPSA (Whalerock Studios, LLC)_7-14-17 (As filed 7-1-19)#page4.tif			

OP \$40.00 86714149

source=WAL_Whalerock_IPSA (Whalerock Studios, LLC)_7-14-17 (As filed 7-1-19)#page5.tif

source=WAL_Whalerock_IPSA (Whalerock Studios, LLC)_7-14-17 (As filed 7-1-19)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 14, 2017 (the "Agreement") between WHALEROCK STUDIOS, LLC, a Delaware limited liability company formerly known as BermanBraun Programming, LLC ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of July 14, 2017 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor, Whalerock Industries Holding Company, LLC and such other parties named therein. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (provided that no security interest shall be granted in any "intent to use" trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed) (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) 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 license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WHALE ROCK STUDIOS, LLC

By: _____

Name: Lloyd Braun

Title: CEO

Address for Notices:

750 N. San Vicente Blvd., # 900W
West Hollywood, CA 90069
Attn: _____

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WHALEROCK STUDIOS, LLC

By: _____

Name: _____

Title: _____

Address for Notices:

750 N. San Vicente Blvd., # 900W
West Hollywood, CA 90069
Attn: _____

LENDER:

WESTERN ALLIANCE BANK

By: Elizabeth Quigley

Name: Elizabeth Quigley

Title: AVP, Relationship
Manager

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Motion Picture	BattleBots : 101, The Battle Begins: Qualifying Round Part 1.	PA0001997351	2016-02-22
Motion Picture	BattleBots : 102, Crunch Time: Qualifying Round Part 2.	PA0001997350	2016-02-22
Motion Picture	BattleBots : 103, Full Metal Bracket: Round of 16 Part 1.	PA0001997348	2016-02-22
Motion Picture	BattleBots : 104, Last Chance to Advance: Round of 16 Part 2.	PA0001997347	2016-02-22
Motion Picture	BattleBots : 105, The Great 8: Quarterfinals.	PA0001997346	2016-02-22
Motion Picture	BattleBots : 106, One Bot Rules Them All: The Championship.	PA0001997345	2016-02-22
Motion Picture	BattleBots : 200, The Gears Awaken.	PA0002028842	2017-02-22
Motion Picture	BattleBots : 203, There Will Be Bot Blood: The Qualifying Round Concludes.	PA0002028843	2017-02-22
Motion Picture	BattleBots : 204, We're Gonna Need a Bigger Bracket: The Round of 32 Part 2.	PA0002028846	2017-02-22
Motion Picture	BattleBots : 205, Shake, Battle, and Roll: The Round of 32 Part 2.	PA0002028847	2017-02-22
Motion Picture	BattleBots : 206, The Good, The Bot, and The Ugly: The Round of 32 Concludes.	PA0002028848	2017-02-22
Motion Picture	BattleBots : 207, Not So Sweet 16: The Round of 16 Part 1.	PA0002028850	2017-02-22
Motion Picture	BattleBots : 208, Rise of the Machines: The Round of 16 Part 2.	PA0002028851	2017-02-22
Motion Picture	BattleBots : 201, Robots Activate: The Qualifying Round Begins Part 1.	PA0002086467	2017-03-09
Motion Picture	BattleBots : 202, Robots Activate: The Qualifying Round Begins Part 2.	PA0002086468	2017-03-09
Motion Picture	BattleBots : 209, Gr8 Expectations: The Quarterfinals.	PA0002086470	2017-03-09
Motion Picture	BattleBots : 210, One Shining Bot: The Championship.	PA0002086472	2017-03-09

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>