

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriplePoint Capital LLC		08/03/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rumble Entertainment, Inc,		
Street Address:	1875 South Grant Street, Suite 110		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4355593	RUMBLE	
Registration Number:	4362492	RUMBLE GAMES	
Registration Number:	4340070	KINGSROAD	
Registration Number:	4464116	RUMBLE ENTERTAINMENT	
Registration Number:	4743856	RUMBLE	
Registration Number:	4756245	KINGSROAD	
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:	3478855308		
Email:	tstonim@slonimlegal.com		
Correspondent Name:	Timur E. Slonim, Esq.		
Address Line 1:	Law Office of Timur E. Slonim, Esq.		
Address Line 2:	86 Reno Ave		
Address Line 4:	Staten Island, NEW YORK 10306		
NAME OF SUBMITTER:	Timur S. Slonim		
SIGNATURE:	/Timur S. Slonim/		
DATE SIGNED:	08/19/2019		

OP \$165.00 4355593

Total Attachments: 6

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August 3, 2015

TriplePoint Capital LLC
2755 Sand Hill Road, Ste., 150
Menlo Park, CA 94025
Attn: President

Re: Payment Acknowledgment and Release

Dear Lender:

Reference is hereby made to that certain Plain English Growth Capital Loan and Security Agreement ("**Loan Agreement**"), dated as of September 30, 2013 between TriplePoint Capital LLC ("**Lender**") and Rumble Entertainment, Inc. ("**Company**"). This letter will refer to the documents listed on the attached Exhibit A, collectively the "**Debt Documents**" by and between the Lender and the Company. Capitalized terms not otherwise defined in this letter agreement, the attached exhibits or otherwise specified shall have the same meaning as in the Loan Agreement.

As you are aware, the Company anticipates entering into a Common Stock Purchase Agreement ("**Stock Purchase Agreement**") and related documents with IDS10 Holdings Limited, a British Virgin Islands company ("**IDS**"), whereby IDS will purchase shares of the Company's Common Stock ("**Financing**"). A copy of the Stock Purchase Agreement and related documents are enclosed with this letter agreement.

Company and Lender agree that as of August 3, 2015, the aggregate amount owing to Lender under the Notes and the Collateral Agreement (defined on Exhibit A) will be equal to \$ [REDACTED] ("**Total Payoff Amount**"), with the continued accrual of \$ [REDACTED] per diem, payable for everyday after August 3, 2015 ("**Per Diem Amount**"), which is comprised of the following components:

1. \$ [REDACTED] Amounts due and owing under the Loan Agreement as of August 3, 2015 (subject to the Per Diem Amount)
2. \$ [REDACTED] Restructuring Fee (as defined in the Collateral Agreement) pursuant to Section 6 of the Collateral Agreement.

Of the Total Payoff Amount, \$ [REDACTED] (subject to the Per Diem Amount) ("**Initial Payoff Amount**"), will be paid directly to Lender from IDS upon the closing of the Financing pursuant to the Stock Purchase Agreement and that certain Deferred Payment Agreement ("**DPA**") to be entered into on or about the date of this letter agreement and attached as Exhibit B, and such payment will to be remitted to the account set forth on Exhibit C.

An amount equal to the Restructuring Fee, ("**Deferred Payoff Amount**"), will be paid to Lender in accordance with the terms and conditions set forth in the DPA.

Lender hereby agrees and acknowledges that the Initial Payoff Amount, plus the obligation of the Company to pay up to the Deferred Payoff Amount under the DPA constitutes full and final settlement and satisfaction of the Total Payoff Amount and all obligations and rights under the Debt Documents.

Lender agrees and acknowledges that (i) Lender has received and reviewed a copy of the Stock Purchase Agreement and related documents, (ii) this letter constitutes termination of the Company's right

to request Advances (as defined in the Loan Agreement) under the Loan Agreement pursuant to Section 20 of the Loan Agreement, (iii) this letter constitutes the written consent of Lender to terminate the DACA pursuant to Section 12 of the DACA and (iv) this letter constitutes prior written notice of a Merger Event (as defined in the Warrant) to Lender pursuant to Section 8 of the Warrant.

Lender hereby agrees that, upon receipt by Lender of (a) the Initial Payoff Amount and (b) Company's executed signature pages to the DPA, (i) all indebtedness and obligations of the Company to Lender under the Debt Documents shall be paid and discharged in full, (ii) the Debt Documents and all agreements executed in connection with the Debt Documents shall be terminated subject to obtaining any other consents that may be required from other persons party to such agreements, (iii) all security interests and other liens of every type at any time granted to or held by Lender as security for all indebtedness and obligations of the Company under the Debt Documents shall be released and terminated, and (iv) all other obligations of the Company under the Debt Documents shall be deemed terminated. The parties acknowledge and agree that upon receipt of the payment contemplated by this letter agreement, all right, title and interest of Lender under the Notes in the assets of Company (including any security interests, collateral assignments and/or pledges in favor of Lender) shall be automatically released, discharged and terminated (without representation, warranty, recourse or liability of any kind by or to Lender) and the Company shall be automatically authorized (A) to file any UCC-3 termination statements pertaining to any UCC financing statements filed by the Lender in respect of any security interest, (B) to file or execute any other documentation, including, without limitation, with respect to any and all account control agreements and landlords waiver agreements or similar documents, and (C) to take any other actions necessary or desirable in order to terminate any and all of the Lenders liens on and security interests in any assets of the Company. Lender confirms that the Company owes Lender no other debt other than under the Notes. To the extent that any payments or proceeds relating to the Initial Payoff Amount (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Secured Obligations (under the Debt Documents) or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lender, and this letter shall in no way impair the claims of Lender with respect to the revived Secured Obligations

Moreover, Company and Lender hereby agree that, upon receipt by Lender of the Initial Payoff Amount: (A) the Notes, the Debt Documents and any right, claim, counter-claim or cause of action under or in connection with the Notes or the Debt Documents by or against any party thereto, automatically shall be terminated, canceled and waived and no longer of any force or effect and (B) any and all claims, actions, demands and causes of action (the "**Claims**") that the Lender, and its, his or her successors, heirs, executors, administrators and assigns has or may have against each of the Company or any of its respective past, present and future affiliates, officers, directors, employees, shareholders, agents, representatives, successors and assigns, whether asserted or unasserted, known or unknown, contingent or non-contingent, or past or present, that in any way relates to, directly or indirectly, the Company, the Debt Document or the Financing, to the extent such Claims arose, resulted from or related to, any act, omission, event or occurrence or indebtedness occurring prior to the Closing (as defined in the Stock Purchase Agreement) of the Financing, in each case, to the fullest extent permitted by law, is knowingly, fully, unconditionally and irrevocably released (the "**Released Claims**"); *provided*, that (i) the provisions of this paragraph shall not operate to waive, release or discharge any disputes, claims, controversies, demands, rights, obligations, liabilities, actions or causes of action that Lender may have under that certain DPA to be entered into on or about the date of this letter agreement, and (ii) the Released Claims shall not include any Claims for fraud or misrepresentation against the Company, IDS or its directors, employees, shareholders, agents, attorneys and representatives.

Without limiting the generality of the foregoing, the Lender hereby waives the provisions of any statute or doctrine to the effect that a general release does not extend to claims which a releasing party does not know or suspect to exist in its favor at the time of executing the release, which if known by such releasing party would have materially affected the releasing party's settlement with the party being released. The Lender acknowledges that it is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Lender hereby expressly waives and relinquishes all rights and benefits under such section. The Lender acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Claims. The Lender acknowledges that the release contained herein constitutes a material inducement to Company to enter into this letter agreement and that Company would not have done so but for the expectation that such release is valid and enforceable in all events.

Upon Lender's receipt of the Initial Payoff Amount, the Company releases Lender and its affiliates and subsidiaries and its officers, directors, employees, shareholders, agents, attorneys and representatives as well as their respective successors and assigns (each, a "Lender Released Person") from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Company ever had, now has or hereafter can, shall or may have against any Lender Released Person as of Lender's receipt of the Initial Payoff Amount (the "Lender Released Matters").

Without limiting the generality of the foregoing, the Company hereby waives the provisions of any statute or doctrine to the effect that a general release does not extend to claims which a releasing party does not know or suspect to exist in its favor at the time of executing the release, which if known by such releasing party would have materially affected the releasing party's settlement with the party being released. The Company acknowledges that it is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Company hereby expressly waives and relinquishes all rights and benefits under such section. The Company acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Lender Released Matters. The Company acknowledges that the release contained herein constitutes a material inducement to Lender to enter into this letter agreement and that Lender would not have done so but for the expectation that such release is valid and enforceable in all events.

Lender, from time to time after the receipt of the Initial Payoff Amount, (i) agrees to deliver (without representation, warranty, recourse, cost or liability of any kind by or to Lender) to Company (or at the direction thereof) mortgage satisfactions, releases of liens, discharges, terminations and any other release documentation and instruments reasonably requested by the Company, and (ii) agrees, upon request of Company, to deliver to Company or such persons as Company shall designate the original Notes.

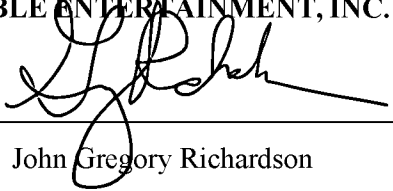
In the event the Initial Payoff Amount is not received by August 30, 2015 this letter agreement shall be null and void and Company shall request a new Payment Acknowledgment and Release letter from Lender

This letter agreement shall be governed by and construed in accordance with the internal laws of the State of California. This letter agreement shall be effective and binding upon Lender upon execution by Lender. Lender and Company agree that delivery of an executed counterpart version of this letter agreement by facsimile or pdf electronic delivery shall be deemed to be an effective delivery of an enforceable original executed counterpart hereof, and such delivery may be relied upon by the recipient thereof as delivery of an effective, executed original counterpart hereof.

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Very Truly Yours,

RUMBLE ENTERTAINMENT, INC.

By:  _____

Name: John Gregory Richardson

Title: Chief Executive Officer

Date: _____

By its signature below, the undersigned hereby agrees to the foregoing terms.

TRIPLEPOINT CAPITAL LLC

By: _____

Name: _____

Title: _____

Date: _____

