

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rand Capital SBIC, Inc.		11/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Gonoodle, Inc.		
Street Address:	209 10th Avenue, South, Suite 350		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5774794		
Registration Number:	5158070	BLAZER FRESH	
Registration Number:	5228247	BLAZER FRESH	
Registration Number:	5228250	BLAZER FRESH	
Registration Number:	5285839	GET KIDS MOVING	
Registration Number:	4314836	GONOODLE	
Registration Number:	4886092	GONOODLE	
Registration Number:	4886093	GONOODLE	
Registration Number:	4886094	GONOODLE	
Registration Number:	4886095	GONOODLE	
Registration Number:	4886096	GONOODLE	
Registration Number:	4886097	GONOODLE	
Registration Number:	4886098	GONOODLE	
Registration Number:	4886099	GONOODLE	
Registration Number:	4987587	GONOODLE	
Registration Number:	5129081	GONOODLE	
Registration Number:	5137272	GONOODLE	
Registration Number:	5129095	GONOODLE	
Registration Number:	5633013	GONOODLE	

OP \$690.00 5774794

Property Type	Number	Word Mark
Registration Number:	4286918	HEALTHTEACHER
Registration Number:	2468591	HEALTHTEACHER
Registration Number:	3388591	HEALTHTEACHER
Registration Number:	5774791	MOOSE TUBE
Registration Number:	5774792	MOOSE TUBE
Registration Number:	5801732	MOVEMENT POWERS CHANGE
Serial Number:	88178977	MOOSE TUBE
Serial Number:	88178981	MOOSE TUBE

CORRESPONDENCE DATA

Fax Number: 2125750671
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: 2127909200
Email: fxm@cjl.com
Correspondent Name: Mary A. Donovan, Cowan, Liebowitz & Latm
Address Line 1: 114 West 47th Street
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Mary A. Donovan
SIGNATURE:	/madonovan/
DATE SIGNED:	11/01/2019

Total Attachments: 7
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THE SECURITY INTERESTS GRANTED PURSUANT HERETO ARE SUBJECT AND SUBORDINATE TO THE SECURITY INTERESTS GRANTED TO PACIFIC WESTERN BANK TO THE EXTENT, IN THE MANNER AND ON THE TERMS SET FORTH IN THE SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 1, 2019 AMONG PACIFIC WESTERN BANK, THE PURCHASERS, THE AGENT AND THE COMPANY (AS SUCH TERMS ARE DEFINED BELOW).

Intellectual Property Security Agreement
[Trademarks]

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 2019 by and between RAND CAPITAL SBIC, INC. as agent for the Purchasers referred to below ("Agent"), and GONOODLE, INC., a Delaware corporation (the "Company").

RECITALS

A. Concurrently with the execution and delivery hereof, the Company is entering into a Note and Warrant Purchase Agreement dated as of the date hereof with the Agent and the Purchasers named therein (the "Purchasers"), pursuant to which among other things the Purchasers are purchasing certain secured notes (the "Notes") of the Company (such Note and Warrant Purchase Agreement, as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement").

B. One of the conditions to the purchase of the Notes is that the Company grant to Agent a security interest in its Intellectual Property, including without limitation copyrights, Trademarks and Patents, to secure the obligations of the Company under the Purchase Agreement and the other "Purchaser Documents" as defined therein.

C. Pursuant to the terms of a Security Agreement in the form of Exhibit D-1 to the Purchase Agreement (the "General Security Agreement"), the Company is granting or has granted to Agent a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. Capitalized terms used herein and not otherwise defined herein have the meanings given thereto in the General Security Agreement or, if not defined therein, the meanings given thereto in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchaser Documents and all other agreements now existing or hereafter arising between the Company and Agent, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Agent and the Purchasers, the Company grants and pledges to Agent a security interest in all of the Company's right, title and interest in, to and under its Intellectual Property (including without limitation the Trademarks and corresponding


registrations/applications listed on Exhibit A hereto), and including without limitation the goodwill appurtenant thereto, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the General Security Agreement and the Intellectual Property Security Agreement substantially in the form hereof to be recorded with the United States Copyright Office in respect of the Company's copyrights (collectively, the "Other Security Agreements"). The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Other Security Agreements and the other Purchaser Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Other Security Agreements or any of the other Purchaser Documents, 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Other Security Agreements or any of the other Purchaser Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibit A attached hereto sets forth any and all intellectual property rights in connection to which the Company has registered or filed an application with the United States Patent and Trademark Office.


[signature page follows]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

<p><u>Address:</u> 209 10th Ave. South, Suite 350 Nashville, TN 37203 Attn: Michael Comegna, COO Tel: (615) 498-4603 e-mail : mike.comegna@gonoodle.com</p>	<p><u>Company:</u> GONOODLE, INC. By:  KC Estenson, CEO</p>
<p><u>Address:</u> Rand Capital SBIC, Inc. 2200 Rand Building Buffalo, New York 14203 Attn: Allen F. Grum Tel: (716) 853-0802 Fax: (716) 854-8480 e-mail: pgrum@randcapital.com</p>	<p><u>Agent:</u> RAND CAPITAL SBIC, INC., as Agent By: _____ Allen F. Grum, President and Investment Committee Member</p>

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

<p><u>Address:</u> 209 10th Ave. South, Suite 350 Nashville, TN 37203 Attn: Michael Comegna, COO Tel: (615) 498-4603 e-mail : mike.comegna@gonoodle.com</p>	<p><u>Company:</u> GONOODLE, INC. <u>By:</u> KC Estenson, CEO</p>
<p><u>Address:</u> Rand Capital SBIC, Inc. 2200 Rand Building Buffalo, New York 14203 Attn: Allen F. Grum Tel: (716) 853-0802 Fax: (716) 854-8480 e-mail: ngrum@randcapital.com</p>	<p><u>Agent:</u> RAND CAPITAL SBIC, INC., as Agent  <u>By:</u> Allen F. Grum, President and Investment Committee Member</p>



[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
TRADEMARKS

U.S Trademark Registrations and Applications

No.	Trademark	Application No. /Date	Registration No. /Date	Status
1		88178984 11-02-2018	5774794 06-11-2019	Registered
2	BLAZER FRESH	87076314 06-18-2016	5158070 03-07-2017	Registered
3		87297526 01-11-2017	5228247 06-20-2017	Registered
4		87299267 01-12-2017	5228250 06-20-2017	Registered
5	GET KIDS MOVING	87347359 02-23-2017	5285839 09-12-2017	Registered
6	GONOODLE	85647395 06-08-2012	4314836 04-02-2013	Registered
7	GONOODLE	86709840 07-30-2015	4886092 01-12-2016	Registered
8	GONOODLE	86709849 07-30-2015	4886093 01-12-2016	Registered
9	GONOODLE	86709868 07-30-2015	4886094 01-12-2016	Registered

No.	Trademark	Application No. /Date	Registration No. /Date	Status
10	GONOODLE	86709872 07-30-2015	4886095 01-12-2016	Registered
11	GONOODLE	86709890 07-30-2015	4886096 01-12-2016	Registered
12	GONOODLE	86709904 07-30-2015	4886097 01-12-2016	Registered
13	GONOODLE	86709907 07-30-2015	4886098 01-12-2016	Registered
14	GONOODLE	86709911 07-30-2015	4886099 01-12-2016	Registered
15	GONOODLE	86786524 10-13-2015	4987587 06-28-2016	Registered
16	GoNoOdle	87082738 06-24-2016	5129081 01-24-2017	Registered
17		87086267 06-28-2016	5137272 02-07-2017	Registered
18	GoNoOdle	87086310 06-28-2016	5129095 01-24-2017	Registered
19	GoNoOdle	87952456 06-07-2018	5633013 12-18-2018	Registered

No.	Trademark	Application No. /Date	Registration No. /Date	Status
20	ॐ healthteacher	85608700 04-26-2012	4286918 02-05-2013	Registered
21	HEALTHTEACHER	75931240 02-29-2000	2468591 07-10-2001	Registered
22	HEALTHTEACHER	77222056 07-04-2007	3388591 02-26-2008	Registered
23		88178950 11-02-2018	5774791 06-11-2019	Registered
24	MOOSE TUBE	88178952 11-02-2018	5774792 06-11-2019	Registered
25	MOOSE TUBE	88178977 11-02-2018		Pending
26		88178981 11-02-2018		Pending
27	MOVEMENT POWERS CHANGE	87903320 05-02-2018	5801732 07-09-2019	Registered
28	BEST TEES	88485881 06-24-2019		Pending
29	¡VAMOS! GONOODLE	88668443 10-24-2019		Pending