

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLOSPORTS, INC.		12/11/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	504 Lavaca Street, Suite 1100
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5014783	BEER MILE WORLD CHAMPIONSHIPS
Registration Number:	5751033	BOOTLEG
Serial Number:	87720786	FINAL X
Registration Number:	5338136	FLO
Registration Number:	5011656	FLOBOXING
Registration Number:	3391946	FLOCASTS
Registration Number:	4993026	FLOCHEER
Registration Number:	5607567	FLOELITE
Registration Number:	5011657	FLOGRAPPLING
Registration Number:	5181738	FLOSLAM
Registration Number:	5404121	FLOSPORTS
Registration Number:	5296695	FLOSPORTS MEDIA
Registration Number:	4811169	FLOSWIMMING
Registration Number:	4806793	FLOTRACK
Registration Number:	5776137	FLOVOICE
Registration Number:	4802326	FLOWRESTLING
Registration Number:	5596163	SUBMISSION UNDERGROUND
Registration Number:	5134825	THE RUGBY CHANNEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5134826	THE RUGBY CHANNEL
Serial Number:	88584446	FLOFC
Serial Number:	88654964	WHO'S #1
Serial Number:	88663988	
Serial Number:	88663998	FLOSPORTS
Serial Number:	88664008	
Serial Number:	88697843	BE THERE.
Serial Number:	88697847	FLOBIKES

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jennifer Tindie

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1162675
<b>NAME OF SUBMITTER:</b>	Sarah Mackin
<b>SIGNATURE:</b>	/Sarah Mackin/
<b>DATE SIGNED:</b>	12/11/2019

**Total Attachments: 9**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of December 11, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 504 Lavaca Street, Suite 1100, Austin, Texas 78701 ("Bank") and **FLOSPORTS, INC.**, a Delaware corporation, with its principal place of business located at 2922 East Cesar Chavez Street, Austin, Texas 78702 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **DIRTONDIRT.COM, LLC**, an Illinois limited liability company (jointly and severally, individually and collectively "Borrower") (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Senior Loan and Security Agreement by and among Bank and Borrower dated as of December 11, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of December 29, 2017, between Grantor and Bank, as amended.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FLOSPORTS, INC.

By: *Pat Noonan*  
-----FB0037D83F1B48B...

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: *Kyle Larrabee*  
-----8FF9AB30C4BC4EE...

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BEER MILE WORLD CHAMPIONSHIPS	US	5014783	08/02/2016
BOOTLEG	US	5751033	05/14/2019
FINAL X (Owned by USA Wrestling)	US	87/720786	12/14/2017
FLO	US	5338136	11/21/2017
FLOBOXING	US	5011656	08/02/2016
FLOCASTS	US	3391946	03/04/2008
FLOCHEER	US	4993026	07/05/2016
FLOELITE	US	5607567	11/13/2018
FLOGRAPPLING	Brazil	911022015	07/13/2018
FLOGRAPPLING	Brazil	911022317	05/12/2016
FLOGRAPPLING	European Union	15422124	11/22/2016
FLOGRAPPLING	US	5011657	08/02/2016
FLOSLAM	US	5181738	04/11/2017
FLOSPORTS	Australia	1790403	03/08/2018
FLOSPORTS	Brazil	910132666	01/30/2018
FLOSPORTS	Canada	1750597	10/15/2015
FLOSPORTS	China	A0053649	10/06/2015
FLOSPORTS	European Union	A0053649	01/20/2017
FLOSPORTS	Germany	A0053649	10/06/2015
FLOSPORTS	India	3387460	04/12/2018
FLOSPORTS	Madrid Protocol Only	1305684	08/18/2016
FLOSPORTS	Madrid Protocol Only	1447325	08/20/2018
FLOSPORTS	Japan	2016-357337	09/14/2017
FLOSPORTS	Korea	8-5-2018- 001275751	03/26/2018

FLOSPORTS	Mexico	1789570	10/06/2015
FLOSPORTS	Russian Federation	1305684	04/25/2017
FLOSPORTS	Switzerland	1305684	12/11/2017
FLOSPORTS	Turkey	1305684	09/10/2018
FLOSPORTS	US	5404121	02/20/2018
FLOSPORTS MEDIA	US	5296695	09/26/2017
FLOSWIMMING	US	4811169	09/15/2015
FLOTRACK	US	4806793	09/08/2015
FLOVOICE	US	5776137	06/11/2019
FLOWRESTLING	US	4802326	09/01/2015
SUBMISSION UNDERGROUND	Brazil	911866876	07/03/2018
SUBMISSION UNDERGROUND	Brazil	9118669565	11/04/2016
SUBMISSION UNDERGROUND	Japan	6012022	01/19/2018
SUBMISSION UNDERGROUND	United Kingdom	UK00003194068	03/24/2017
SUBMISSION UNDERGROUND	US	5596163	10/30/2018
THE RUGBY CHANNEL	US	5134825	01/31/2017
THE RUGBY CHANNEL	US	5134826	01/31/2017
FLOFC	US	88584446	8/19/2019
WHO'S #1	US	88654964	10/15/2019
(Design Only)	US	88663988	10/22/2019
FLOSPORTS	US	88663998	10/22/2019
(Design Only)	US	88664008	10/22/2019
BE THERE.	US	88697843	11/19/2019
FLOBIKES	US	88697847	11/19/2019

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.