

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553880

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Loan Documents		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Alliance Bank		10/28/2019	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thunder B LLC		
<b>Street Address:</b>	195 Church Street, Suite 1700		
<b>Internal Address:</b>	Attn: Elon S. Boms		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5233573	THUNDER RISE ABOVE THE NOISE	
<b>Registration Number:</b>	5233564	THUNDER INDUSTRIES	
<b>Registration Number:</b>	3779385	PLACELOCAL	
<b>Registration Number:</b>	3779384	PLACELOCAL	
<b>Registration Number:</b>	3809288	PAPERG	
<b>Registration Number:</b>	3786423	FLYERBOARD	
<b>Serial Number:</b>	77330097	ADSOCIAL	
<b>Serial Number:</b>	77329000	FLYERBOARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166960740		
<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>			
<b>Phone:</b>	216-861-6488		
<b>Email:</b>	nsamad@bakerlaw.com		
<b>Correspondent Name:</b>	Brendan E. Clark		
<b>Address Line 1:</b>	Key Tower, Suite 2000, 127 Public Square		
<b>Address Line 2:</b>	BakerHostetler		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	113967.000002		

CH \$215.00 5233573

<b>NAME OF SUBMITTER:</b>	Brendan E. Clark
<b>SIGNATURE:</b>	/Brendan E. Clark/
<b>DATE SIGNED:</b>	12/18/2019
<b>Total Attachments: 3</b> source=Fully Executed - Assignment of Loan Documents#page1.tif source=Fully Executed - Assignment of Loan Documents#page2.tif source=Fully Executed - Assignment of Loan Documents#page3.tif	

## ASSIGNMENT OF LOAN DOCUMENTS

FOR VALUE RECEIVED, the undersigned, Western Alliance Bank, an Arizona banking corporation ("Assignor"), hereby absolutely and unconditionally transfers, conveys, and assigns to Thunder B LLC ("Assignee") all of Assignor's right, title and interest in and to (i) all those Loan Documents described in Schedule 1 hereto, (ii) the loan evidenced by the Loan Documents (the "Loan"), and (iii) Assignor's security interests, as evidenced by the Loan Documents, in any and all collateral securing the Loan. In connection therewith, Assignor hereby grants, sells, transfers, conveys, and assigns to Assignee the Loan Documents.

This Assignment is made pursuant to the terms and conditions of that certain Loan Document Purchase and Assignment Agreement dated as of October 28, 2019, by and between Assignee and Assignor (the "Loan Document Purchase Agreement") which, among other things, provides for an assignment and transfer to Assignee on an "AS IS" and "WITH ALL FAULTS" basis and without recourse or representation or warranty of any kind, express or implied, except for the representations and warranties of Assignor set forth in Section 5 thereof.

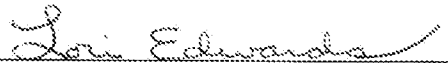
Assignor hereby covenants and agrees to execute and deliver to Assignee any and all further documents and instruments reasonably required by Assignee to effectuate and perfect the grant, sale, transfer, conveyance and assignment contained in this Assignment of Loan Documents. If after the date hereof, Borrower (as defined in the Loan Documents) pays to Assignor any of the Obligations (as defined in the Loan Documents) in good funds, Assignor shall promptly deliver the same to Assignee.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and its successors and assigns (subject to the limitations set forth in the Loan Document Purchase Agreement). All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Document Purchase Agreement.

Dated: October 28, 2019

ASSIGNOR:

WESTERN ALLIANCE BANK, an  
Arizona banking corporation

By:   
Name: Lori Edwards  
Title: Executive Vice President

## SCHEDULE 1

### LOAN DOCUMENTS

1. Loan and Security Agreement dated as of August 22, 2016 by and between Western Alliance Bank (“Assignor”) and PaperG, Inc. (“Borrower”)
2. Loan and Security Modification Agreement dated as of June 28, 2017 by and between Borrower and Assignor
3. Loan and Security Modification Agreement dated as of September 27, 2017 by and between Borrower and Assignor
4. Loan and Security Modification Agreement dated as of October 4, 2017 by and between Borrower and Assignor
5. Fourth Loan and Security Modification Agreement dated as of July 12, 2018 by and between Borrower and Assignor
6. Fifth Loan and Security Modification Agreement dated as of November 19, 2018 by and between Borrower and Assignor
7. Forbearance and Sixth Amendment to Loan and Security Agreement dated as of May 9, 2019 by and between Borrower and Assignor
8. Waiver and Seventh Amendment to Loan and Security Agreement dated as of July 31, 2019 by and between Borrower and Assignor
9. UCC Financing Statement filed with the Delaware Secretary of State on August 19, 2016 as filing number 20165070824 naming Borrower, as Debtor, and Assignor, as Secured Party
10. UCC Financing Statement Amendment filed with the Delaware Secretary of State on August 25, 2017 as filing number 20175668758 to change Borrower’s address
11. UCC Financing Statement Amendment filed with the Delaware Secretary of State on September 28, 2017 as filing number 20176485806 to restate the collateral description
12. Intellectual Property Security Agreement dated as of September 27, 2017 between Borrower and Assignor
13. Notice of Recordation of Assignment Document from the United States Patent and Trademark Office recorded on September 28, 2017 as filing number 900422933 regarding the grant of security interest to Assignor in the trademarks of Borrower

14. Notice of Recordation of Assignment Document from the United States Patent and Trademark Office recorded on September 28, 2017 as filing number 504571414 regarding the grant of security interest to Assignor in the patents of Borrower
15. Certificate Number 2 issued on May 30, 2013 representing 100 common shares of PaperG Development Inc. which are owned by Borrower
16. Subordination Agreement dated as of September 27, 2017 by and among Costella Kirsch VI, L.P. and Costella Kirsch VI-A, L.P., as Creditor, and Assignor
17. Blockage Notice dated September 27, 2019 issued by Assignor to Costella Kirsch VI, L.P. and Costella Kirsch VI-A, L.P.
18. Subordination Agreement dated as of June 25, 2019 between Drakon Capital IV, LLC, as Creditor, and Assignor
19. Subordination Agreement dated as of June [ ], 2019 between Club Circle Partners, as Creditor, and Assignor
20. Subordination Agreement dated as of July 19, 2019 between David Cohen, as Creditor, and Assignor
21. Subordination Agreement dated as of September 4, 2019 between Nghia Nguyen, as Creditor, and Assignor
22. Subordination of Landlord's Lien dated as of September 23, 2016 by and between CW NOM LLC, Borrower and Assignor
23. Warrant to Purchase Stock issued by Borrower to Assignor on May 9, 2019
24. Loan and Security Modification Agreement dated as of February 13, 2018 by and between Borrower and Assignor
25. Deposit Account Control Agreement dated as of August 26, 2016 among Silicon Valley Bank, Assignor and Borrower