

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOBULL HOLDINGS, INC.		12/17/2020	Corporation: DELAWARE
NOBULL, LLC		12/17/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5258547	NOBULL	
Registration Number:	5337792	NOBULL	
Registration Number:	4794983	U	
Registration Number:	5040822	JUST THE HORNS	
Serial Number:	88646474	NOBULL	
Serial Number:	87504790	#IAMNOBULL	
Serial Number:	90105860	ALL YOU NEED IS LOVE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1304952 TM		

OP \$190.00 5258547

NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	12/18/2020
Total Attachments: 11 source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page1.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page2.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page3.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page4.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page5.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page6.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page7.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page8.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page9.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page10.tif source=Closing Copy - E.2 - Intellectual Property Security Agreement - NoBull#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 17, 2020 by and between SILICON VALLEY BANK ("Bank") and NOBULL Holdings, Inc., a Delaware corporation ("Holdings") and NOBULL, LLC, a Delaware limited liability company ("NoBull"; Holdings and NoBull are referred to herein, individually and collectively, as the context requires, jointly and severally, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, restated, amended and restated, supplemented or otherwise modified 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 or 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any United States intent-to-use trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under federal law; provided, however, that after such period, such interest shall immediately become Intellectual Property Collateral without any action by Grantor or Bank. Furthermore, for so long as and to the extent that any such asset or property is excluded from the Collateral (as defined in the Loan Agreement) pursuant to the Loan Agreement, the security interest granted under this Section 1 shall not attach to, and the Intellectual Property Collateral shall not include, such asset or property.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

GRANTOR:

NOBULL HOLDINGS, INC.

DocuSigned by:
Marcus Wilson
By: _____
Name: Marcus Wilson
Title: President and Secretary

NOBULL, LLC

DocuSigned by:
Marcus Wilson
By: _____
Name: Marcus Wilson
Title: President and Secretary

BANK:

SILICON VALLEY BANK

DocuSigned by:
Steve Lyons
By: _____
Name: Steve Lyons
Title: Director

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents


None

EXHIBIT C

Trademarks

See attached

USCS Reference	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Owner
B1488.20000AU00	NOBULL	Australia	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000BR00	NOBULL	Brazil	Published	912902981	20-Jun-2017			18 Int.	NOBULL, LLC
B1488.20000BR01	NOBULL	Brazil	Published	912903015	20-Jun-2017			25 Int.	NOBULL, LLC
B1488.20000CA00	NOBULL	Canada	Registered	1831296	5-Apr-2017	TMA1053376	9-Sep-2019	N/A	NOBULL, LLC
B1488.20000CN00	NOBULL	China (People's Republic)	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000CN02	NOBULL	China (People's Republic)	Pending	1342463	1-Feb-2017			25 Int.	NOBULL, LLC
B1488.20000EM00	NOBULL	European Union (Community)	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000IN00	NOBULL	India	Pending	1342463	1-Feb-2017			18 Int., 25 Int.	NOBULL, LLC
B1488.20000WP00	NOBULL	Int'l Registration - Madrid Protocol Only	Registered	A0064737	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000IL00	NOBULL	Israel	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000JP00	NOBULL	Japan	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000KR00	NOBULL	Korea, Republic of	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000NO00	NOBULL	Norway	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000RU00	NOBULL	Russian Federation	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000ZA00	NOBULL	South Africa	Published	201713358	16-May-2017			18 Int.	NOBULL, LLC
B1488.20000ZA01	NOBULL	South Africa	Published	201713359	16-May-2017			25 Int.	NOBULL, LLC
B1488.20000CH00	NOBULL	Switzerland	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000TR00	NOBULL	Turkey	Registered	2018/116870	20-Dec-2018	2018/116870	19-Aug-2019	18 Int., 25 Int.	NOBULL, LLC
B1488.20000TW00	NOBULL	Taiwan	Pending	109004506	21-Jan-2020			18 Int., 25 Int.	NOBULL, LLC
B1488.20000US00	NOBULL	United States of America	Registered	86/505087	15-Jan-2015	5258547	8-Aug-2017	18 Int., 25 Int. 9 Int., 14 Int., 18 Int., 28 Int., 35 Int., 41 Int.	NOBULL, LLC
B1488.20000US01	NOBULL	United States of America	Allowed	88/646474	8-Oct-2019				NOBULL, LLC
B1488.20000VN00	NOBULL	Vietnam	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000US00	NOBULL	United States of America	Registered	86/505091	15-Jan-2015	5337792	21-Nov-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002AU00	NOBULL	Australia	Registered	1866498	12-Jun-2017	1866498	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002BR00	NOBULL	Brazil	Registered	912903031	20-Jun-2017	912903031	30-Oct-2018	18 Int.	NOBULL, LLC

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B1488.20002BR01		Brazil	Registered	912903040	20-Jun-2017	912903040	30-Oct-2018	25 Int.	NOBULL, LLC
B1488.20002CA00		Canada	Registered	1737563	15-Jul-2015	TMA4983926	30-Oct-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002CN01		China (People's Republic)	Pending	1360555	12-Jun-2017			18 Int., 25 Int.	NOBULL, LLC
B1488.20002CN02		China (People's Republic)	Pending	1360555	12-Jun-2017			25 Int.	NOBULL, LLC
B1488.20002CN03		China (People's Republic)	Pending	1360555	12-Jun-2017			25 Int.	NOBULL, LLC
B1488.20002EM00		European Union (Community)	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002WP00		Int'l Registration - Madrid Protocol Only	Registered	A0067712	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002IL00		Israel	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002JP00		Japan	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002KR00		Korea, Republic of	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002RU00		Russian Federation	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002ZA00		South Africa	Published	201716522	14-Jun-2017			18 Int.	NOBULL, LLC
B1488.20002ZA01		South Africa	Published	201716523	14-Jun-2017			25 Int.	NOBULL, LLC
B1488.20002US00		United States of America	Registered	86505102	15-Jan-2015	4794983	18-Aug-2015	18 Int., 25 Int.	NOBULL, LLC
B1488.20002VN00		Vietnam	Pending	1360555	12-Jun-2017			18 Int., 25 Int.	NOBULL, LLC
B1488.20003AU00	JUST THE HORNS	Australia	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003BR00	JUST THE HORNS	Brazil	Registered	912903074	20-Jun-2017	912903074	30-Oct-2018	25 Int.	NOBULL, LLC



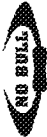
B1488.20003CA00	JUST THE HORNS	Canada	1842303	13-Jun-2017	TMA1063185	14-Nov-2019	25 Int.	NOBULL, LLC
B1488.20003CN00	JUST THE HORNS	China (People's Republic)	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003EM00	JUST THE HORNS	European Union (Community) Int'l Registration - Madrid Protocol Only	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003WP00	JUST THE HORNS	Registered	A0067715	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003IL00	JUST THE HORNS	Israel	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003JP00	JUST THE HORNS	Japan	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003KR00	JUST THE HORNS	Korea, Republic of	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003RU00	JUST THE HORNS	Russian Federation	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003ZA00	JUST THE HORNS	South Africa	201716518	14-Jun-2017			25 Int.	NOBULL, LLC
B1488.20003US00	JUST THE HORNS	United States of America	86/897813	4-Feb-2016	5040822	13-Sep-2016	25 Int.	NOBULL, LLC
B1488.20003VN00	JUST THE HORNS	Vietnam	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20004US00	#IAMNOBULL	United States of America	87/504790	26-Jun-2017			18 Int., 25 Int.	NOBULL, LLC
B1488.20006GB00	NO BULL	United Kingdom	2552846	14-Jul-2010	2552846	26-Nov-2010	25 Int.	NOBULL, LLC
B1488.20006GB01	NO BULL	United Kingdom	3054717	8-May-2014	3054717	22-Aug-2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBULL, LLC
B1488.20006GB02	NO BULL	United Kingdom	3259905	28-Sep-2017	3259905	22-Dec-2017	9 Int.	NOBULL, LLC
B1488.20007GB00		United Kingdom	3054691	8-May-2014	3054691	22-Aug-2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBULL, LLC
B1488.20008GB00		United Kingdom	3062630	3-Jul-2014	3062630	29-Jan-2016	09 Int., 25 Int.	NOBULL, LLC
B1488.20009GB00		United Kingdom	2553200	15-Jul-2010	2553200	26-Nov-2010	25 Int.	NOBULL, LLC
B1488.20010US00	ALL YOU NEED IS LOVE	United States of America	90/105860	11-Aug-2020			25 Int.	NOBULL, LLC

EXHIBIT D

Mask Works

None