

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPONSORHOUSE, INC.		02/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SG CREDIT PARTNERS, INC.		
Street Address:	500 NEWPORT CENTER DRIVE		
Internal Address:	SUITE 580		
City:	NEWPORT BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5718374	SPONSORSHIP ANALYTICS & VALUATION PLATFO	
Registration Number:	5774066	SMART SPONSORSHIP	
Registration Number:	5567476	SPORT GRAPH	
Registration Number:	5585085	SPONTECH	
Registration Number:	3878013	HOOKIT	
Registration Number:	4722466	SUPPORT THE ATHLETES	
Registration Number:	3142571	SPONSORHOUSE	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	2138910700		
Email:	IPDocket@Buchalter.com,mmandel@buchalter.com,nshaw@buchalter.com		
Correspondent Name:	PHILIP NULUD		
Address Line 1:	BUCHALTER		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	S0056-22 PN/VMM/LA		
NAME OF SUBMITTER:	V. Monica Mandel		

CH \$190.00 5718374

SIGNATURE:	/V. Monica Mandel/
DATE SIGNED:	02/19/2021
Total Attachments: 6 source=Executed Intellectual Property Security Agreement - SponsorHouse.nrl#page1.tif source=Executed Intellectual Property Security Agreement - SponsorHouse.nrl#page2.tif source=Executed Intellectual Property Security Agreement - SponsorHouse.nrl#page3.tif source=Executed Intellectual Property Security Agreement - SponsorHouse.nrl#page4.tif source=Executed Intellectual Property Security Agreement - SponsorHouse.nrl#page5.tif source=Executed Intellectual Property Security Agreement - SponsorHouse.nrl#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 19, 2021 by and between SPONSORHOUSE, INC., a Delaware corporation (“Grantor”), and SG CREDIT PARTNERS, INC., a Delaware corporation (“Lender”), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended from time to time, the “*Loan Agreement*”). (Capitalized terms used herein have the respective meanings assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property of Grantor (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “*Obligations*” as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party’s interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the

application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

5663 Balboa Ave, # 395
San Diego, CA 92111

Grantor:

SPONSORHOUSE, INC.,
a Delaware corporation

DocuSigned by:
Sam Simkin
By: _____
Name: Sam Simkin
Title: Chief Financial Officer

Address of Lender:

500 Newport Center Dr.
Suite 580
Newport Beach, CA 92660

Lender:

SG CREDIT PARTNERS, INC.,
a Delaware corporation

DocuSigned by:
Marc Cole
By: _____
Name: Marc Cole
Title: Chief Executive Officer

SCHEDULE A

Trademarks

Description	Registration/Application Number	Registration/Application Date
SPONSORSHIP ANALYTICS & VALUATION PLATFORM	U.S. Reg. No. 5718374	April 2, 2019
SMART SPONSORSHIP	U.S. Reg. No. 5774066	June 11, 2019
SPORT GRAPH	U.S. Reg. No. 5567476	September 18, 2018
SPONTECH	U.S. Reg. No. 5585085	October 16, 2018
HOOKIT	U.S. Reg. No. 3878013	November 16, 2010
SUPPORT THE ATHLETES	U.S. Reg. No. 4722466	April 21, 2015
SPONSORHOUSE	U.S. Reg. No. 3142571	September 12, 2006
SPONTECH EU	Intl. Reg No. 1412330	May 10, 2018
SPONTECH UK	Intl Reg. No. 1412330	May 10, 2018
SPORT GRAPH UK	Intl. Reg No. 1426778	May 10, 2018 (not yet registered)
HOOKIT EU	Intl. Reg No. 1341707	January 19, 2017
SPORT GRAPH	Intl. Reg No. 1426778	July 5, 2019

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
U.S. Provisional Application	No. 16/582,948	09/25/2019
U.S. Provisional Application	No. 16/380,724	04/10/2019
Data Prioritization Through Relationship Analysis Mapping	No. 16/710,971	12/11/2019

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
None		

SCHEDULE C

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BN 44136200v4

RECORDED: 02/19/2021

**TRADEMARK
REEL: 007197 FRAME: 0814**