

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLOSPORTS, INC.		07/28/2021	Corporation: 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: 23			
Property Type	Number	Word Mark	
Registration Number:	6316657	BE THERE.	
Registration Number:	5014783	BEER MILE WORLD CHAMPIONSHIPS	
Registration Number:	5751033	BOOTLEG	
Registration Number:	5338136	FLO	
Registration Number:	6094395	FLOBIKES	
Registration Number:	5011656	FLOBOXING	
Registration Number:	3391946	FLOCASTS	
Registration Number:	4993026	FLOCHEER	
Registration Number:	5607567	FLOELITE	
Registration Number:	6049710	FLOFC	
Registration Number:	5011657	FLOGRAPPLING	
Registration Number:	5181738	FLOSLAM	
Registration Number:	5404121	FLOSPORTS	
Registration Number:	6013803	FLOSPORTS	
Registration Number:	5296695	FLOSPORTS MEDIA	
Registration Number:	4811169	FLOSWIMMING	
Registration Number:	4806793	FLOTRACK	
Registration Number:	5776137	FLOVOICE	
Registration Number:	4802326	FLOWRESTLING	

OP \$590.00 6316657

Property Type	Number	Word Mark
Registration Number:	6013802	
Registration Number:	6013804	
Registration Number:	5596163	SUBMISSION UNDERGROUND
Registration Number:	6008035	WHO'S #1

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1431955 TM A
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	07/29/2021

Total Attachments: 5

source=A - Closing Copy - E07. First Amendment to IPSA (Mezz) - Flosports#page1.tif
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of July 28, 2021, by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank") and **FLOSPORTS, INC.**, a Delaware corporation, with its principal place of business located at 979 Springdale Road, Austin, Texas 78702 ("Grantor").

Recitals

A. Grantor and Bank have previously entered into that certain Mezzanine Loan and Security Agreement dated as of December 11, 2019 as amended by a certain First Loan Modification Agreement dated as of the date hereof.

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of December 11, 2019 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT. Exhibit C to the IP Security Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

FLOSPORTS, INC.

DocuSigned by:
By: Mark Floreani
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Name: Mark Floreani

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Kyle Larrabee
8FF9AB30C4BC4EE...

Name: Kyle Larrabee

Title: Director

EXHIBIT C

Trademarks

(see attached)

Trademark	Classes	Fiosports, Inc. - Trademarks Status	Application No.	Registration No.	Country
BE THERE.	38, 41	Registered	88/697843	6316657	US
BEER MILE WORLD CHAMPIONSHIPS	35, 41	Registered	86/305715	5014783	US
BOOTLEG	09, 41	Registered	88/143221	5751033	US
FLO	41	Registered	87/181978	5338136	US
FLOBIKES	38, 41	Registered	88/697847	6094395	US
FLOBOXING	35, 41	Registered	86/818179	5011656	US
FLOCASTS	41	Registered	78/926853	3391946	US
FLOCHEER	35, 41	Registered	86/818166	4993026	US
FLOELITE	41	Registered	87/155892	5607567	US
FLOFC	41	Registered	88/584446	6049710	US
FLOGRAPPLING	35, 41	Registered	86/818186	5011657	US
FLOSLAM	35, 41	Registered	87/219839	5181738	US
FLOSPORTS	41	Registered	86/600241	5404121	US
FLOSPORTS AND HAWK DESIGN	09, 38, 41	Registered	88/663998	6013803	US
FLOSPORTS MEDIA	41	Registered	86/305612	5296695	US
FLOSWIMMING	35, 41	Registered	86/354211	4811169	US
FLOTTRACK	35, 41	Registered	86/354014	4806793	US
FLOVOICE	35, 41	Registered	87/436229	5776137	US
FLOWRESTLING	35, 41	Registered	86/354095	4802326	US
HAWK DESIGN	09, 38, 41	Registered	88/663988	6013802	US
HAWK DESIGN ICON (RED)	41	Registered	88/664008	6013804	US
SUBMISSION UNDERGROUND	09	Registered	87/028004	5596163	US
WHOS #1	41	Registered	88/654964	6008035	US
FLOGRAPPLING	35, 41	Registered	15422124	UK00915422124	UK
FLOSPORTS	41	Registered	A0053649	UK00801305684	UK
SUBMISSION UNDERGROUND	35, 41	Registered	UK00003194068	UK00003194068	UK
FLOSPORTS	41	Registered	A0053649	1305684	TR
FLOSPORTS	41	Registered	A0053649	1305684	CH
FLOSPORTS	41	Registered	A0053649	1305684	RU
FLOSPORTS	41	Pending	1789570		MX
FLOSPORTS	41	Registered	8-5-2018-000118442	8-5-2018-001275751	KR
FLOSPORTS	41	Registered	2016-357337	2016-357337	JP
SUBMISSION UNDERGROUND	35, 41	Registered	121531/2016	6012022	JP
FLOSPORTS	41	Registered	A0053649	1305684	Int'l

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FLOSPORTS	41	Registered	A0078484	1447325	Int'l
FLOWRESTLING	35, 41	Registered	1495608	1495608	Int'l
FLOSPORTS	41	Registered	A0053649	3387460	IN
FLOSPORTS	41	Pending	A0053649		DE
FLOWRESTLING	35, 41	Registered	1495608	1495608	FR
FLOGRAPPLING	35, 41	Registered	15422124	15422124	EU
FLOSPORTS	41	Registered	A0053649	1305684	EU
FLOSPORTS	41	Registered	A0053649	1447325	CN
FLOBIKES	38, 41	Pending	2016081		CA
FLOSPORTS	41	Registered	1750597	TMA1001077	CA
FLOSPORTS (STYLIZED)	09, 38, 41	Pending	2016082		CA
HAWK DESIGN	09, 38, 41	Pending	1994709		CA
FLOGRAPPLING	35	Registered	911022015	911022015	BR
FLOGRAPPLING	35, 41	Registered	911022317	911022317	BR
FLOSPORTS	41	Registered	910132666	910132666	BR
SUBMISSION UNDERGROUND	41	Registered	911866876	911866876	BR
SUBMISSION UNDERGROUND	35	Pending	911866965		BR
SUBMISSION UNDERGROUND	41	Registered	919426689	919426689	BR
WHO'S NUMBER ONE	25	Registered	919426646	919426646	BR
WHO'S NUMBER ONE	38	Registered	919426603	919426603	BR
WHO'S NUMBER ONE	41	Registered	919426603	919426603	BR
WNO1 LOGO	41	Registered	919426794	919426794	BR
WNO1 LOGO	25	Registered	919426794	919426794	BR
WNO1 LOGO	38	Registered	919426760	919426760	BR
WNO1 LOGO	41	Registered	919426727	919426727	BR
FLOSPORTS	41	Registered	1790403	1790403	AU

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REEL: 007369 FRAME: 0657

RECORDED: 07/29/2021