

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663480

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 B
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	07/29/2021

Total Attachments: 10
source=B - Closing Copy - E08a. Trademark IPSA - Flosports (Convertible Debt July 2021)#page1.tif
source=B - Closing Copy - E08a. Trademark IPSA - Flosports (Convertible Debt July 2021)#page2.tif
source=B - Closing Copy - E08a. Trademark IPSA - Flosports (Convertible Debt July 2021)#page3.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 28, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 504 Lavaca Street, Suite 1100, Austin, Texas 78701, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent") and **FLOSPORTS, INC.**, a Delaware corporation, with its principal place of business located at 979 Springdale Road, Austin, Texas 78702 ("Grantor").

RECITALS

A. Lenders have 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 2021 Contingent Convertible Debt Agreement by and among the Lenders, Agent and Borrower dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent 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).

[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:

FLOSPORTS, INC.

DocuSigned by:
By: Mark Floriani
3C79DD0D5D6A45C...

Title: Chief Executive Officer

AGENT:

SILICON VALLEY BANK

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

Title: Director

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

(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

TRADEMARK

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	35	Registered	911866876	911866876	BR
SUBMISSION UNDERGROUND	41	Pending	911866965		BR
WHO'S NUMBER ONE	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	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

TRADEMARK

REEL: 007369 FRAME: 0670

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.