

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PWCC Marketplace, LLC		09/06/2022	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	WhiteHawk Capital Partners, LP		
Street Address:	11601 Wilshire Blvd., Suite 1250		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4376382	PWCC	
Registration Number:	5735143	PWCC	
Registration Number:	6019442	PWCC	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, Priscila.Sterenberga@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	09/07/2022		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This Trademark Security Agreement is made as of September 6, 2022 (this "Trademark Security Agreement"), by PWCC Marketplace, LLC, an Oregon limited liability company ("Grantor"), in favor of WhiteHawk Capital Partners, LP, in its capacity as administrative agent for the holders of the Obligations (together with its successors and assigns in such capacity, the "Grantee").

WHEREAS, the Grantor hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security and Pledge Agreement, dated September 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement the Grantor has to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

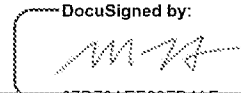
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PWCC MARKETPLACE, LLC

DocuSigned by:



By: _____

Name: Chad Fister

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

SCHEDULE A TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

Loan Party	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
PWCC Marketplace, LLC	USA	PWCC (class 35)	4376382	12/21/2012	07/30/2013
	USA	FLASH AUCTION	97270668	02/16/2022	N/A
	USA	VAULT BACKED NFTS	97271770	02/17/2022	N/A
	USA	RAW TO MARKET	97313621	03/15/2022	N/A
	USA	TRADING CARD VAULT	97341599	03/31/2022	N/A
	USA	BREAKER NETWORK	97368689	04/18/2022	N/A
	USA	COA	97424675	05/23/2022	N/A
	USA	COMMUNITY OWNED ASSETS	97424676	05/23/2022	N/A
	USA	PWCC (classes 35 & 36)	5735143	03/21/2018	04/23/2019
	USA	PWCC (classes 36 & 39)	6019442	02/22/2018	03/24/2020