

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rumble Franchise SPV, LLC		03/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5148086	RUMBLE	
<b>Registration Number:</b>	5188260	RMBL	
<b>Registration Number:</b>	5229039	RMBL	
<b>Registration Number:</b>	5206310	LIFESTYLE BOXING	
<b>Registration Number:</b>	5197263	RUMBLE LIFESTYLE BOXING	
<b>Registration Number:</b>	5219933	RMBL	
<b>Registration Number:</b>	5189658	RUMBLE	
<b>Registration Number:</b>	5294597	RUMBLE LIFESTYLE BOXING	
<b>Registration Number:</b>	5264943		
<b>Registration Number:</b>	5264945		
<b>Registration Number:</b>	5835306		
<b>Registration Number:</b>	5641705	LAOYE LAOYE	
<b>Registration Number:</b>	6301569		
<b>Registration Number:</b>	5835957	X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 5148086

**Phone:** 4045723401  
**Email:** morgan.roth@kslaw.com  
**Correspondent Name:** Morgan Roth  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** Suite 1600  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 27422.515006

**NAME OF SUBMITTER:** Morgan Roth

**SIGNATURE:** /s/ Morgan Roth

**DATE SIGNED:** 04/12/2023

**Total Attachments: 5**

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NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Rumble Franchise SPV, LLC (the "Grantor") holds 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 Joinder Agreement, dated as of March 13, 2023, to the Pledge and Security Agreement, dated April 19, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wilmington Trust, National Association, as the Collateral Agent for itself and certain other Secured Parties (as described in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Grantee"); and

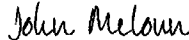
WHEREAS, pursuant to the Security Agreement, as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement), the Grantor has granted to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademarks (excluding, for the avoidance of doubt, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), together with the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof (the "Trademark Collateral").

NOW, THEREFORE, 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 (as defined in the Security Agreement), a continuing security interest in the Trademark Collateral.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark 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. Upon the termination of the Security Agreement in accordance with its terms, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing its security interest in the Trademark Collateral. THIS NOTICE OF GRANT OF A SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest to be duly executed by its officer thereunto duly authorized as of March 13, 2023.

RUMBLE FRANCHISE SPV, LLC, as Grantor



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By: \_\_\_\_\_

Name: John Meloun

Title: Chief Financial Officer







WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Administrative Agent and  
Collateral Agent





By:   
Name: Teisha Wright  
Title: Vice President

*{Signature Page to Notice of Grant of a Security Interest – Trademarks  
(Rumble Franchise SPV, LLC)}*

**TRADEMARK**  
**REEL: 008039 FRAME: 0990**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Rumble Franchise SPV, LLC	RUMBLE	86923222	5148086	2/29/2016	2/21/2017
Rumble Franchise SPV, LLC	RMBL	87027956	5188260	5/6/2016	4/18/2017
Rumble Franchise SPV, LLC	RMBL	86924692	5229039	3/1/2016	6/20/2017
Rumble Franchise SPV, LLC	LIFESTYLE BOXING	87066912	5206310	6/10/2016	5/16/2017
Rumble Franchise SPV, LLC	RUMBLE LIFESTYLE BOXING	87066918	5197263	6/10/2016	5/2/2017
Rumble Franchise SPV, LLC		87136842	5219933	8/12/2016	6/6/2017
Rumble Franchise SPV, LLC		87136883	5189658	8/12/2016	4/25/2017
Rumble Franchise SPV, LLC		87279443	5294597	12/23/2016	9/26/2017
Rumble Franchise SPV, LLC		87279457	5264943	12/23/2016	8/15/2017
Rumble Franchise SPV, LLC		87279476	5264945	12/23/2016	8/15/2017
Rumble Franchise SPV, LLC		87510929	5835306	6/29/2017	8/13/2019
Rumble Franchise SPV, LLC	ENERGY. RECOVERY. FOCUS.	87979240	5651705	1/8/2018	1/8/2019

Rumble Franchise SPV, LLC		87394277	6301569	3/31/2017	3/23/2021
Rumble Franchise SPV, LLC		87981264	5835957	6/7/2017	8/13/2019
Rumble Franchise SPV, LLC		97318993	N/A	03/18/2022	Pending
Rumble Franchise SPV, LLC		97549417	N/A	08/15/2022	Pending