

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI97896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLOSPORTS, INC.		03/14/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6316657	BE THERE.	
Registration Number:	5751033	BOOTLEG	
Registration Number:	5338136	FLO	
Registration Number:	6094395	FLOBIKES	
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	
Registration Number:	5596163	SUBMISSION UNDERGROUND	
Registration Number:	6008035	WHO'S #1	

OP \$640.00.00 88697843

Property Type	Number	Word Mark
Serial Number:	97371782	WHO'S NEXT
Registration Number:	6013802	
Registration Number:	6013804	
Registration Number:	5280143	FASTHOCKEY
Registration Number:	5280144	HOCKEYTECH
Registration Number:	6564878	LEAGUESTAT

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2300061 JM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/15/2024

Total Attachments: 10

- source=FINAL - E14a. A&R Intellectual Property Security (Mezzanine) (FloSports) - FloSports (A&R LSA - Mezz)#page1.tif
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 14, 2024 by and between **FIRST-CITIZENS BANK & TRUST COMPANY** (“Bank”) and **FLOSPORTS, INC.**, a Delaware corporation, with its principal place of business located at 301 Congress Ave., Ste. 1500; Austin, Texas 78701 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and HOCKEYTECH CANADA ULC, an unlimited liability company organized under the laws of the Province of British Columbia (“HockeyTech Canada”, and together with Grantor, jointly and severally, individually and collectively, “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Mezzanine Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same has been and as may be further amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank 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 industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the “Industrial Designs”);

(g) All mask works or similar rights available for the protection of semiconductor chips or integrated circuit topographies, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the “Mask Works”);

(h) 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;

(i) 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;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Industrial Designs or Mask Works; and

(k) 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.

Notwithstanding the foregoing, Intellectual Property Collateral does not include any “intent-to-use” applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) of Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.).

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, and 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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. Upon Grantor’s request, Bank shall promptly provide Grantor a copy of such filed modification or duplication.

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 Bank 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).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of December 11, 2019, as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of July 28, 2021, as further amended by a certain Second Amendment to Intellectual Property Security Agreement dated as of February 17, 2022, and as further amended by a certain Third Amendment to Intellectual Property Security Agreement dated as of July 10, 2023.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FLOSPORTS, INC.

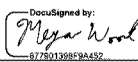
By:  _____
A3D387230A194C3

Name: Mark Floreani

Title: CEO/Director

BANK:

FIRST-CITIZENS BANK & TRUST
COMPANY

By:  _____
8726D1398F9A492

Name: Megan Wood

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
System and method for monitoring weight and nutrition	10355195 / 7247023	07/24/2007 01/31/2003	/
System and method for calculating optimal performance and weight classification	11861069 / 8272872	09/25/2012 09/25/2007	/
System and method for monitoring weight and nutrition	12431371 / 8087937	01/03/2012 04/28/2009	/
System and method for providing live scoring information and statistical data	13385584 / 8560547	10/15/2013 01/07/2011	/

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BE THERE.	RN: 6316657 SN: 88697843	April 6, 2021
BOOTLEG	RN: 5751033 SN: 88143221	May 14, 2019
FLO	RN: 5338136 SN: 87181978	November 21, 2017
FLOBIKES	RN: 6094395 SN: 88697847	July 7, 2020
FLOCASTS and Design	RN:3391946 SN: 78926853	March 4, 2008
FLOCHEER	RN: 4993026 SN: 86818166	July 5, 2016
FLOELITE	RN: 5607567 SN: 87155892	November 13, 2018
FLOFC	RN: 6049710 SN: 88584446	May 5, 2020
FLOGRAPPLING	RN: 5011657 SN: 86818186	August 2, 2016
FLOSLAM	RN: 5181738 SN: 87219839	April 11, 2017
FLOSPORTS	RN: 5404121 SN: 86600241	February 20, 2018
FLOSPORTS and Design	RN: 6013803 SN: 88663998	March 17, 2020
FLOSPORTS MEDIA	RN: 5296695 SN: 86305612	September 26, 2017
FLOSWIMMING	RN: 4811169 SN: 86354211	September 15, 2015
FLOTRACK	RN: 4806793 SN: 86354014	September 8, 2015
FLOVOICE	RN: 5776137 SN: 87436229	June 11, 2019
FLOWRESTLING	RN: 4802326 SN: 86354095	September 1, 2015

SUBMISSION UNDERGROUND	RN: 5596163 SN: 87028004	October 30, 2018
WHO'S #1	RN: 6008035 SN: 88654964	March 10, 2020
WHO'S NEXT	SN: 97371782	April 20, 2022
Design Only	RN: 6013802 SN: 88663988	March 17, 2020
Design Only	RN: 6013804 SN: 88664008	March 17, 2020
FASTHOCKEY	RN: 5280143 SN: 87301626	September 5, 2017
HOCKEYTECH and Design	RN: 5280144 SN: 87301629	September 5, 2017
LEAGUESTAT and Design	RN: 6564878 SN: 87301668	November 23, 2021
<u>Canadian Trademarks</u>		
FLOSPORTS	Registration #1001077 Application #1750597	July 18, 2018
	Application #1994709	November 7, 2019
FLOBIKES	Application #2016081	March 3, 2020
 FLOSPORTS	Application #2016082	March 6, 2020
HOCKEYTECH	Application #1847347 Registration #1088750	November 30, 2020
FASTHOCKEY	Application #1847346 Registration #1076296	April 2, 2020
ISSHOCKEY	Application #1847344 Registration #1104683	December 30, 2021
RINKNET SCOUTING SOFTWARE	Application #1568379 Registration #872399	March 3, 2014

EXHIBIT D

Industrial Designs

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT E

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.