

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TeamUnify LLC		06/20/2016	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	NBCUniversal Media, LLC		
Street Address:	30 Rockefeller Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3929439	GETOUTSWIM	
Registration Number:	3763114	ONDECK	
Registration Number:	3935820	SWIMOFFICE	
Registration Number:	4351237	TOUCHPAD	
Registration Number:	4246478	TOUCHPAD	
Serial Number:	86452480	MAINSET	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164103		
NAME OF SUBMITTER:	Rick Harrison		
SIGNATURE:	/Rick Harrison/		

OP \$165.00 3929439

DATE SIGNED:	07/06/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, TeamUnify LLC, an Oregon limited liability Company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Sport Ngin, Inc. (the "Borrower"), NBCUniversal Media, LLC, as Secured Party, are parties to a Credit Agreement dated as of June 2, 2016 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of June 2, 2016 (as supplemented pursuant to that certain Security Agreement Supplement dated June 20, 2016, and as amended and/or supplemented from time to time, the "Security Agreement") among the Borrower, the Guarantors party thereto and NBCUniversal Media, LLC, as Secured Party (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "Grantor's Secured Guarantee") by granting to the Grantee a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below) (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, in each case, excluding any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use applications or the resulting trademark or service mark registrations under applicable federal law;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

For so long as the Security Agreement remains in effect, the Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

To the extent prohibited in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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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 20th day of June, 2016.

TeamUnify, LLC

By: 

Name: Justin Kaufenberg

Title: Chief Executive Officer

[Signature Page to TeamUnify -- Trademark Security Agreement]

TRADEMARK
REEL: 005828 FRAME: 0967

Acknowledged:

NBCUNIVERSAL MEDIA, LLC,
as Secured Party

By: 
Name: Robert Eatroff

Title: Executive Vice President, Global
Corporate Development and Strategy

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

SPORT NGIN, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GETOUTSWIM	3,929,439	3/8/2011
ONDECK	3,763,114	3/23/2010
SWIMOFFICE & DESIGN	3,935,820	3/22/2011
TOUCHPAD	4,351,237	6/11/2013
TOUCHPAD	4,246,478	11/20/2012

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
MAINSET	86/452,480	11/12/2014

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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None.