

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456879

<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>
FLOSPORTS, INC.		12/29/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5014783	BEER MILE WORLD CHAMPIONSHIPS	
<b>Registration Number:</b>	5338136	FLO	
<b>Registration Number:</b>	5011656	FLOBOXING	
<b>Registration Number:</b>	3391946	FLOCASTS	
<b>Registration Number:</b>	4993026	FLOCHEER	
<b>Serial Number:</b>	87514474	FLOCYCLING	
<b>Serial Number:</b>	86305555	FLOELITE	
<b>Serial Number:</b>	87155892	FLOELITE	
<b>Registration Number:</b>	5011657	FLOGRAPPLING	
<b>Registration Number:</b>	5181738	FLOSLAM	
<b>Serial Number:</b>	86600241	FLOSPORTS	
<b>Registration Number:</b>	5296695	FLOSPORTS MEDIA	
<b>Registration Number:</b>	4811169	FLOSWIMMING	
<b>Registration Number:</b>	4806793	FLOTRACK	
<b>Serial Number:</b>	87436229	FLOVOICE	
<b>Registration Number:</b>	4802326	FLOWRESTLING	
<b>Serial Number:</b>	87028004	SUBMISSION UNDERGROUND	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 5014783

**Fax Number:** 2146616804

***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:** 214-953-6105

**Email:** dstolle@jw.com

**Correspondent Name:** David Stolle

**Address Line 1:** 2323 Ross Avenue, Suite 600

**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	218803.00462
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<b>NAME OF SUBMITTER:</b>	David Stolle
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<b>SIGNATURE:</b>	/David Stolle/
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<b>DATE SIGNED:</b>	01/04/2018
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of December 29, 2017 (the “**Effective Date**”), by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and FLOSPORTS, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 or 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 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.

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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

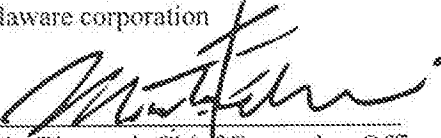
**THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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.,  
a Delaware corporation

By:   
Martin Floreani, Chief Executive Officer

**BANK:**

SILICON VALLEY BANK

By:   
Name: Osullivan Mills  
Title: VP

EXHIBIT A

Copyrights

Description

Registration/

Registration/

Application

Application

Number

Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT C

Trademarks

<b>Trademark</b>	<b>Appl No.</b>	<b>Reg No.</b>	<b>Country</b>	<b>Filing Date</b>	<b>Reg Date</b>
BEER MILE WORLD CHAMPIONSHIPS	86/305715	5014783	United States of America	10-Jun-2014	02-Aug-2016
FLO	87/181978	5338136	United States of America	23-Sep-2016	21-Nov-2017
FLOBOXING	86/818179	5011656	United States of America	12-Nov-2015	02-Aug-2016
FLOCASTS	78/926853	3391946	United States of America	11-Jul-2006	04-Mar-2008
FLOCHEER	86/818166	4993026	United States of America	12-Nov-2015	05-Jul-2016
FLOCYCLING	87/514474		United States of America	03-Jul-2017	
FLOELITE	86/305555		United States of America	10-Jun-2014	
FLOELITE	87/155892		United States of America	30-Aug-2016	
FLOGRAPPLING	86/818186	5011657	United States of America	12-Nov-2015	02-Aug-2016
FLOSLAM	87/219839	5181738	United States of America	28-Oct-2016	11-Apr-2017
FLOSPORTS	86/600241		United States of America	16-Apr-2015	
FLOSPORTS MEDIA	86/305612	5296695	United States of America	10-Jun-2014	26-Sep-2017
FLOSWIMMING	86/354211	4811169	United States of America	31-Jul-2014	15-Sep-2015
FLOTRACK	86/354014	4806793	United States of America	31-Jul-2014	08-Sep-2015
FLOVOICE	87/436229		United States of America	04-May-2017	
FLOWRESTLING	86/354095	4802326	United States of America	31-Jul-2014	01-Sep-2015
SUBMISSION UNDERGROUND	87/028004		United States of America	06-May-2016	
FLOGRAPPLING	911022317		Brazil	12-May-2016	
FLOGRAPPLING	911022015		Brazil	12-May-2016	
FLOGRAPPLING	15422124	15422124	European Union (Community)	11-May-2016	22-Nov-2016
FLOSPORTS	1790403		Australia	06-Oct-2015	

FLOSPORTS	910132666		Brazil	15-Oct-2015	
FLOSPORTS	1750597		Canada	15-Oct-2015	
FLOSPORTS	A0053649		China (People's Republic)	06-Oct-2015	
FLOSPORTS	A0053649	1305684	European Union (Community)	06-Oct-2015	20-Jan-2017
FLOSPORTS	A0053649		Germany	06-Oct-2015	
FLOSPORTS	A0053649		India	06-Oct-2015	
FLOSPORTS	A0053649	1305684	Int'l Registration - Madrid Protocol Only	06-Oct-2015	18-Aug-2016
FLOSPORTS	2016-357337		Japan	06-Oct-2015	
FLOSPORTS	A0053649		Korea, Republic of	06-Oct-2015	
FLOSPORTS	1789570		Mexico	06-Oct-2015	
FLOSPORTS	A0053649	1305684	Russian Federation	06-Oct-2015	25-Apr-2017
FLOSPORTS	A0053649		Switzerland	06-Oct-2015	
FLOSPORTS	A0053649		Turkey	06-Oct-2015	
SUBMISSION UNDERGROUND	911866876		Brazil	04-Nov-2016	
SUBMISSION UNDERGROUND	911866965		Brazil	04-Nov-2016	
SUBMISSION UNDERGROUND	121531/2016		Japan	01-Nov-2016	
SUBMISSION UNDERGROUND	UK00003194068	UK00003194068	United Kingdom	31-Oct-2016	24-Mar-2017

EXHIBIT D

Mask Works

Description

Registration/

Registration/

Application

Application

Number

Date

None