

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
2504031 DELAWARE, INC.		02/13/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GLOBAL GROWTH CAPITAL S.A.R.L.
<b>Street Address:</b>	Atrium Business Park
<b>Internal Address:</b>	33-39 rue du Puits Romain L
<b>City:</b>	8070 Bertrange, Grand Duchy of
<b>State/Country:</b>	LUXEMBOURG
<b>Entity Type:</b>	Société Anonyme (Sa): LUXEMBOURG

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	5334581	JC JUSCOLLEGE
<b>Registration Number:</b>	4775174	CAMPUS VACATIONS

## CORRESPONDENCE DATA

Fax Number: 9547281282

*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: 954-939-3368

Email: dedi.whitman@lewisbrisbois.com

Correspondent Name: Howard M. Gitten-Lewis Brisbois

Address Line 1: 110 SE 6th Street, Suite 2600

Address Line 4: Ft. Lauderdale, FLORIDA 33301

<b>NAME OF SUBMITTER:</b>	Howard M. Gitten
<b>SIGNATURE:</b>	/Howard M. Gitten/
<b>DATE SIGNED:</b>	02/13/2020

## Total Attachments: 9

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

(2504031 DELAWARE, INC.)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of February 13, 2020 by and between GLOBAL GROWTH CAPITAL S.À.R.L., a Société à responsabilité limitée with its Siège social at Atrium Business Park, 33-39 rue du Puits Romain L-8070, Bertrange, Grand Duchy of Luxembourg, as the lender in accordance with the terms of the Facilities Agreement (as hereinafter defined) (“**Lender**”) and 2504031 DELAWARE, INC., a Delaware corporation with its principal place of business located at 251 Little Falls Drive Wilmington New Castle Delaware 19808 (“**Grantor**”).

### RECITALS

A. Lender 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 Facilities Agreement by and among STREETTEAM SOFTWARE LIMITED, a corporation organized under the laws of England & Wales (the “**Borrower**”), the Borrower and Subsidiaries of Borrower listed in schedule 1, as guarantors and Lender dated as of February 13 2020, as otherwise may be amended, modified or supplemented from time to time (the “**Facilities Agreement**”). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as such term is defined below) to secure the obligations of Borrower under the Facilities Agreement.

B. STREETTEAM SOFTWARE LLC, a limited liability company formed under the laws of the State of Delaware (“**US Obligor 1**”), JUSTOURS, INC., a Delaware corporation (“**US Obligor 2**”), 2504031 DELAWARE INC., a Delaware corporation (“**US Obligor 3**”) FREELIVIN’ ENTERTAINMENT, INC., a California corporation (“**US Obligor 4**”), and UNITY TRAVEL, LLC, a Nevada limited liability company (“**US Obligor 5**”), individually and collectively, “**US Obligor**”), are parties to that certain Security Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”; terms defined therein being used herein as therein defined).

C. Pursuant to the terms of the Security Agreement Grantor has granted to Lender 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, including without limitation the Intellectual Property 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 Facilities Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Facilities Agreement, Grantor grants and unconditionally pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property wherever located, whether now owned or hereafter acquired (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, now owned or hereafter acquired, 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, now owned or hereafter acquired, 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;

(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; and

(k) all other assets of Grantor, together with any and all proceeds and products of any of the foregoing described property in Subsection 2(a) through (h), it being expressly understood and agreed that the Intellectual Property Collateral described in this Agreement shall have the same meaning as defined and/or used under the Uniform Commercial Code ("UCC") and federal law..

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 and UCC filings upon request by Lender.

3. Finance Documents. This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Finance Documents, and those which are now or hereafter available to Lender as a matter of law or equity, and nothing in this Agreement shall be deemed to limit such rights and remedies. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Finance Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

4. 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.

5. 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.

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

[Signature page follows.]

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:

2504031 DELAWARE, INC.

DocuSigned by:



By: \_\_\_\_\_  
Name: James E. Pitts \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER:

GLOBAL GROWTH CAPITAL S.À.R.L.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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:

2504031 DELAWARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER:

GLOBAL GROWTH CAPITAL S.À.R.L.

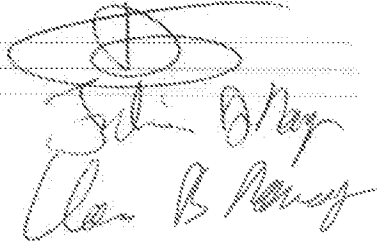
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Laurent Fudvoye

Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



John B. King  
Chairman

EXHIBIT A

Copyrights



EXHIBIT B

Patents

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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EXHIBIT D

Mask Works