

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rumble Franchise, LLC		04/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5148086	RUMBLE	
Registration Number:	5188260	RMBL	
Registration Number:	5229039	RMBL	
Registration Number:	5206310	LIFESTYLE BOXING	
Registration Number:	5197263	RUMBLE LIFESTYLE BOXING	
Registration Number:	5219933	RMBL	
Registration Number:	5189658	RUMBLE	
Registration Number:	5294597	RUMBLE LIFESTYLE BOXING	
Registration Number:	5264943		
Registration Number:	5264945		
Registration Number:	5835306		
Registration Number:	5651705	ENERGY. RECOVERY. FOCUS.	
Serial Number:	87650197	RUMBLE LIFESTYLE BOXING	
Serial Number:	87981264	X	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 27422.515006 - Rumble

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 05/03/2021

Total Attachments: 5

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NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Rumble Franchise, 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 Pledge and Security Agreement, dated April 19, 2021 (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 April 19, 2021.

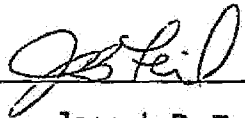
RUMBLE FRANCHISE, LLC, as Grantor

By: _____









Name: John Meloun






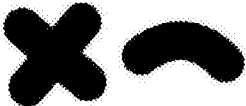
Title: Chief Financial Officer

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

By: 
Name: _____
Title: Joseph B. Feil
Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Rumble Franchise, LLC	RUMBLE	86923222	5148086	2/29/2016	2/21/2017
Rumble Franchise, LLC	RMBL	87027956	5188260	5/6/2016	4/18/2017
Rumble Franchise, LLC	RMBL	86924692	5229039	3/1/2016	6/20/2017
Rumble Franchise, LLC	LIFESTYLE BOXING	87066912	5206310	6/10/2016	5/16/2017
Rumble Franchise, LLC	RUMBLE LIFESTYLE BOXING	87066918	5197263	6/10/2016	5/2/2017
Rumble Franchise, LLC		87136842	5219933	8/12/2016	6/6/2017
Rumble Franchise, LLC		87136883	5189658	8/12/2016	4/25/2017
Rumble Franchise, LLC		87279443	5294597	12/23/2016	9/26/2017
Rumble Franchise, LLC		87279457	5264943	12/23/2016	8/15/2017
Rumble Franchise, LLC		87279476	5264945	12/23/2016	8/15/2017
Rumble Franchise, LLC		87510929	5835306	6/29/2017	8/13/2019
Rumble Franchise, LLC		87650197	NA	10/18/2017	Pending

Rumble Franchise, LLC	ENERGY. RECOVERY. FOCUS.	87979240	5651705	1/8/2018	1/8/2019
Rumble Franchise, LLC		88039051	NA	7/16/2018	Pending
Rumble Franchise, LLC		88090842	NA	8/23/2018	Pending
Rumble Franchise, LLC	RUMBLE LIFESTYLE TREADING	88090844	NA	8/23/2018	Pending
Rumble Franchise, LLC	AT-HOME 360	88090846	NA	8/23/2018	Pending
Rumble Franchise, LLC	RUMBLE AT- HOME 360	88090850	NA	8/23/2018	Pending
Rumble Franchise, LLC		88092062	NA	8/24/2018	Pending
Rumble Franchise, LLC		88092074	NA	8/24/2018	Pending
Rumble Franchise, LLC		87394277	6301569	3/31/2017	3/23/2021
Rumble Franchise, LLC		87981264	5835957	6/7/2017	8/13/2019