

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM680831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Burrana IP and Assets, LLC		10/08/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Striker Lending, LLC		
<b>Street Address:</b>	205 South Martel Avenue		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90036		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6309447	BURRANA	
<b>Registration Number:</b>	3360604	DIGECOR	
<b>Registration Number:</b>	2995842	DIGEPLAYER	
<b>Registration Number:</b>	5993865	PAVES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	973-597-2500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	c/o Lowenstein Sandler, LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07950		
<b>ATTORNEY DOCKET NUMBER:</b>	38097.6		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew Hintz/		
<b>DATE SIGNED:</b>	10/13/2021		
<b>Total Attachments: 5</b>			

CH \$115.00 6309447

source=Burrana - Trademark Security Agreement [Fully Compiled]#page1.tif  
source=Burrana - Trademark Security Agreement [Fully Compiled]#page2.tif  
source=Burrana - Trademark Security Agreement [Fully Compiled]#page3.tif  
source=Burrana - Trademark Security Agreement [Fully Compiled]#page4.tif  
source=Burrana - Trademark Security Agreement [Fully Compiled]#page5.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by Burrana IP and Assets, LLC, a Delaware limited liability company (the “Grantor”), in favor of Striker Lending, LLC (the “Secured Party”).

**WHEREAS**, the Grantor and the Secured Party are parties, *inter alia*, to a Subordinated Promissory Note, Security Agreement and Guaranty dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Note”), pursuant to which the Grantor granted a security interest to the Secured Party in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Note and used herein have the meaning given to them in the Note.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby mortgages, pledges, hypothecates and grants to the Secured Party a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Note, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Note, the provisions of the Note shall control.

**SECTION 4. Governing Law**

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Grantor Remains Liable**

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

**SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Burrana IP and Assets, LLC**

By: Neal Nordstrom

Name: Neal Nordstrom

Title: Authorized Representative

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007451 FRAME: 0123**

Accepted and Agreed:

**Striker Lending, LLC**  
as Lender

By:  \_\_\_\_\_  
Name: Vikas Tandon  
Title: Managing Member

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007451 FRAME: 0124**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	COUNTRY	FILING DATE	APP SERIAL NUMBER	REG NUMBER	REG DATE
BURRANA	U.S.	11/08/2018	88/185989	6309447	03/30/2021
BURRANA	Canada	11/21/2018	1931773	N/A	N/A
BURRANA	International Registration  (Extensions of Protection claimed in Australia, China, United Kingdom, Mexico, and the EUIPO)	11/21/2018	1450727  (based on U.S. App. Ser. No. 88/185989)	1450728	11/21/2018
DIGECOR	U.S.	11/11/2005	78/752537	3360604	12/25/2007
DIGEPLAYER (stylized)	U.S.	08/04/2003	78/282409	2995842	09/13/2005
PAVES	U.S.	01/18/2019	88/267987	5993865	02/25/2020