

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796619

<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>
Rumble Franchise, LLC		03/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rumble Franchise SPV, LLC		
<b>Street Address:</b>	17877 Von Karman Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5651705	ENERGY. RECOVERY. FOCUS.	
<b>Registration Number:</b>	5206310	LIFESTYLE BOXING	
<b>Registration Number:</b>	5264943		
<b>Registration Number:</b>	6301569		
<b>Registration Number:</b>	5835306		
<b>Serial Number:</b>	97318993	REAP REWARDS IN EVERY ROUND	
<b>Registration Number:</b>	5188260	RMBL	
<b>Registration Number:</b>	5229039	RMBL	
<b>Registration Number:</b>	5219933	RMBL	
<b>Registration Number:</b>	5148086	RUMBLE	
<b>Serial Number:</b>	97549417	RUMBLE	
<b>Registration Number:</b>	5189658	RUMBLE	
<b>Registration Number:</b>	5197263	RUMBLE LIFESTYLE BOXING	
<b>Registration Number:</b>	5294597	RUMBLE LIFESTYLE BOXING	
<b>Registration Number:</b>	5264945		
<b>Registration Number:</b>	5835957	X	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 5651705

**Fax Number:** 2127288111

*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:** 2127288000

**Email:** ipdocketingla@willkie.com

**Correspondent Name:** Eugene Chang

**Address Line 1:** Willkie Farr & Gallagher LLP

**Address Line 2:** 787 Seventh Avenue

**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	128650.00002 Rumble Secur
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<b>NAME OF SUBMITTER:</b>	Eugene L. Chang
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<b>SIGNATURE:</b>	/etc/
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<b>DATE SIGNED:</b>	03/22/2023
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**Total Attachments: 8**

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## **NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 13, 2023, by Rumble Franchise, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of Rumble Franchise SPV, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and

interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

RUMBLE FRANCHISE, LLC

DocuSigned by:

John Meloun

58A40CED78E946A...

By: \_\_\_\_\_

Name: John Meloun

Title: Chief Financial Officer

RUMBLE FRANCHISE SPV, LLC

DocuSigned by:

John Meloun

58A40CED78E946A...

By: \_\_\_\_\_

Name: John Meloun

Title: Chief Financial Officer

*Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (Rumble)*

**Schedule 1**

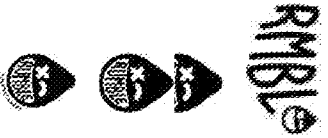
Trademarks

[Attached]

## Trademarks *Rumble*

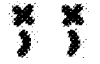
Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
RUMBLE		Word	Registered	Rumble Franchise, LLC	Australia	2177717	2021-05-12	2177717	2022-01-04
RUMBLE and Vertical Bag Design		Mark	Registered	Rumble Franchise, LLC	Australia	IR 1392776	2017-10-11	1911981	2017-10-11
RUMBLE BOXING		Word	Application	Rumble Franchise, LLC	Australia	IR 1690075	2022-09-19		
MISCELLANEOUS DESIGN (Tear Drop Smile)		Mark	Registered	Rumble Franchise, LLC	Canada	1903887	2018-06-12	TMA1095211	2021-03-09
RUMBLE BOXING		Word	Application	Rumble Franchise, LLC	Canada	2217101	2022-09-19	IR 1690075	
X and Design		Mark	Registered	Rumble Franchise, LLC	Canada	1903898	2018-06-12	TMA1095210	2021-03-09
RUMBLE and Vertical Bag Design		Design	Registered	Rumble Franchise, LLC	China	IR 1392776	2017-10-11	IR 1392776	2017-10-11
RUMBLE and Vertical Bag Design		Mark	Registered	Rumble Franchise, LLC	Egypt	382069	2018-12-09	382069	2020-05-19
RUMBLE and Vertical Bag Design		Mark	Registered	Rumble Franchise, LLC	Egypt	377415	2018-09-30		
RUMBLE and Vertical Bag Design		Design	Registered	Rumble Franchise, LLC	European Union	IR 1392776	2017-10-11	IR 1392776	2017-10-11
RUMBLE BOXING		Word	Application	Rumble Franchise, LLC	European Union	IR 1690075	2022-09-19		
RUMBLE LIFESTYLE BOXING and Design		Design	Registered	Rumble Franchise, LLC	European Union	IR 1379267	2017-10-11	IR 1379267	2017-10-11
RUMBLE and Vertical Bag Design		Mark	Registered	Rumble Franchise, LLC	International	IR 1392776	2017-10-11	IR 1392776	2017-10-11
RUMBLE BOXING		Mark	Registered	Rumble Franchise, LLC	International	IR 1690075	2022-09-19		
RUMBLE LIFESTYLE BOXING and Design		Design	Registered	Rumble Franchise, LLC	International	IR 1379267	2017-10-11	IR 1379267	2017-10-11
RUMBLE BOXING		Word	Application	Rumble Franchise, LLC	Japan	IR 1690075	2022-09-19		
RUMBLE and Vertical Bag Design		Mark	Registered	Rumble Franchise, LLC	Kuwait	IR 1690075	2022-09-19	KW194995	
RUMBLE BOXING		Word	Application	Rumble Franchise, LLC	Mexico	IR 1690075	2022-09-19		
RUMBLE LIFESTYLE BOXING and Design		Design	Registered	Rumble Franchise, LLC	Mexico	IR 1379267	2017-10-11	IR 1379267	2017-10-11
RUMBLE		Word	Registered	Rumble Franchise, LLC	New Zealand	1191354	2021-10-06	1191354	2022-06-28
RUMBLE and Vertical Bag Design		Mark	Registered	Rumble Franchise, LLC	New Zealand	1191353	2021-10-06	1191353	2022-04-07

RUMBLE BOXING	Word Mark	Application	Rumble Franchise, LLC	New Zealand	IR 1690075	2022-09-19		
RUMBLE BOXING	Word Mark	Application	Rumble Franchise, LLC	Norway	IR 1690075	2022-09-19		
RUMBLE (Device)	Word Mark	Application	Rumble Franchise, LLC	Qatar	126165	2018-10-01		
RUMBLE and Vertical Bag Design	Design Mark	Application	Rumble Franchise, LLC	Qatar	127917	2018-10-01		
RUMBLE BOXING	Word Mark	Application	Rumble Franchise, LLC	Singapore	IR 1690075	2022-09-19		
RUMBLE and Vertical Bag Design	Design Mark	Registered	Rumble Franchise, LLC	United Arab Emirates	288476	2018-03-06	288476	2018-09-25
RUMBLE and Vertical Bag Design	Design Mark	Registered	Rumble Franchise, LLC	United Arab Emirates	302745	2018-12-06	302745	2019-03-28
RUMBLE	Word Mark	Published	Rumble Franchise, LLC	United Kingdom	UK00003632568	2021-04-26		
RUMBLE and Vertical Bag Design	Design Mark	Registered	Rumble Franchise, LLC	United Kingdom	UK00801392776	2017-10-11	UK00801392776	2018-08-10
RUMBLE BOXING	Word Mark	Application	Rumble Franchise, LLC	United Kingdom	IR 1690075	2022-09-19		
RUMBLE LIFESTYLE BOXING and Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87979240	2018-01-08	5651705	2019-01-08
ENERGY, RECOVERY, FOCUS, LIFESTYLE BOXING	Word Mark	Registered	Rumble Franchise, LLC	United States of America	87/066912	2016-06-10	5206310	2017-05-16
MISCELLANEOUS DESIGN (Tear Drop Smile)	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87279457	2016-12-23	5264943	2017-08-15
MISCELLANEOUS DESIGN (Tear Drop Smile)	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87394277	2017-03-31	6301569	2021-03-23
MISCELLANEOUS DESIGN (Tear Drop Smile)	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87510929	2017-06-29	5835306	2019-08-13
REAR REWARDS IN EVERY ROUND	Word Mark	Application	Rumble Franchise, LLC	United States of America	97318993	2022-03-18		
RMBL	Word Mark	Registered	Rumble Franchise, LLC	United States of America	87/027956	2016-05-06	5188260	2017-04-18
RMBL and Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	86/924692	2016-03-01	5229039	2017-06-20
RUMBLE	Word Mark	Registered	Rumble Franchise, LLC	United States of America	87/136842	2016-08-12	5219933	2017-06-06
RUMBLE and Vertical Bag Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	86923222	2016-02-29	5148086	2017-02-21
RUMBLE and Vertical Bag Design	Design Mark	Application	Rumble Franchise, LLC	United States of America	97549417	2022-08-15		
RUMBLE and Vertical Bag Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87136883	2016-08-12	5189658	2017-04-25
RUMBLE LIFESTYLE BOXING	Word Mark	Registered	Rumble Franchise, LLC	United States of America	87/066918	2016-06-10	5197263	2017-05-02
RUMBLE LIFESTYLE BOXING and Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87279443	2017-12-23	5294597	2017-09-26





X and Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87279476	2016-12-23	5264945	2017-08-15
X and Design	Design Mark	Registered	Rumble Franchise, LLC	United States of America	87981264	2017-06-07	5835957	2019-08-13
RUMBLE	Word Mark	Application	Rumble Franchise, LLC	Dominican Republic	E/2022-49851	2022-08-30		



**Software**  
*Rumble*

All proprietary software owned by Transferor and not readily replaceable by commercially available, off the shelf software, including the following:

1. Android application
2. Apple Watch application
3. iPhone application

**Domain Names**  
*Rumble*

1. members.rumbleboxinggym.com
2. rumbleboxinggym.com