

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6845048

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GUMGUM SPORTS INC.	07/09/2021
RECEIVING PARTY DATA	
Name:	SPORTAD LLC
Street Address:	1 UNIVERSITY PLAZA
City:	HACKENSACK
State/Country:	NEW JERSEY
Postal Code:	07601
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10303951
Patent Number:	10255505
Patent Number:	10417499
Patent Number:	10430662
Patent Number:	10089533
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	917 757 8942
Email:	adam@adamsteinlaw.com
Correspondent Name:	ADAM STEIN LAW FIRM PLLC
Address Line 1:	6 SCHOOL HOUSE LANE
Address Line 4:	SYOSSET, NEW YORK 11791
NAME OF SUBMITTER:	ADAM STEIN
SIGNATURE:	/AdamStein/
DATE SIGNED:	08/03/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 10	
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page1.tif	

source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page2.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page3.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page4.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page5.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page6.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page7.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page8.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page9.tif
source=Patent and Trademark Security Agreement - GumGum Sports - EXECUTED#page10.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of July 9, 2021 (this "Agreement"), made by **GUMGUM SPORTS INC.**, a Delaware corporation with a principal place of business at 1314 7th Street, 4th Floor, Santa Monica, CA 90401 ("**Grantor**"), in favor of **SPORTAD LLC**, a Delaware limited liability company with offices at 1 University Plaza, Hackensack, NJ 07601 (together with its successors and assigns, "**Purchaser**").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Purchaser are parties to that certain Secured Note Purchase Agreement, of even date herewith (as from time to time amended or supplemented, the "Note Purchase Agreement"); and

WHEREAS, the Grantor has granted to Purchaser a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Note Purchase Agreement and the Collateral Documents; and

WHEREAS, it is a condition precedent to the Purchaser's entry into the Note Purchase Agreement and the Collateral Documents that the Grantor execute and deliver this Agreement to the Purchaser; and

WHEREAS, the Grantor and the Purchaser by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Note Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Purchaser pursuant to the Note Purchase Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Purchaser with respect to the Patents and Trademarks are more fully set forth in the Note Purchase Agreement and the Collateral Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Purchaser, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Purchaser's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Purchaser may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Purchaser, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Purchaser or to Purchaser's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Purchaser is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Purchaser may deem necessary or appropriate to effectuate the foregoing.
4. Purchaser is hereby authorized to file or record this Agreement or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Purchaser may determine from time to time for the purpose of evidencing the foregoing grant of security.
5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, THE LAWS OF WHICH GRANTOR HEREBY EXPRESSLY ELECTS TO APPLY TO THIS AGREEMENT, WITHOUT GIVING EFFECT TO PROVISIONS FOR CHOICE OF LAW THEREUNDER.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been executed and delivered as of the day and year first above written.

GUMGUM SPORTS INC.

By: Brian Kim

Name: Brian Kim

Title: CEO

ACCEPTED AND AGREED:

PURCHASER:

SPORTAD LLC

By: Black Dolphin Capital Management, LLC, its Managing Member

By: _____

Name: Greg Zilberstein

Title: Managing Member

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement has been executed and delivered as of the day and year first above written.

GUMGUM SPORTS INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

PURCHASER:

SPORTAD LLC

By: Black Dolphin Capital Management, LLC, its Managing Member

By:  _____

Name: Greg Zilberstein

Title: Managing Member

[SIGNATURE PAGE -- PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1**Patents**

Application or Patent Number	Title	Country	Issue or Filing Date	Expiration Date	Owner	Status
10,417,499	Sports Team Identification from Video Data	USA	09/17/2019	09/19/2037	GumGum Sports Inc.	Issued
10,430,662	Training Classifiers to Identify Ad Location and Sponsor	USA	10/01/2019	11/25/2037	GumGum Sports Inc.	Issued
16/585,712	(placeholder continuation application – focus undecided)	USA	09/27/2019	N/A	GumGum Sports Inc.	Abandoned placeholder continuation
10,303,951	Overall Sponsor Valuation	USA	05/28/2019	09/19/2037	GumGum Sports Inc.	Issued
10,255,505	Real-Time Dashboard	USA	04/09/2019	09/19/2037	GumGum Sports Inc.	Issued
10,089,533	Video Fingerprinting To Find Highlights that include Sponsor Object	USA	10/02/2018	09/19/2037	GumGum Sports Inc.	Issued
2017330571	GumGum Sports (Australia)	Australia	03/29/2019	N/A	GumGum Sports Inc.	Pending
3037201	GumGum Sports (Canada)	Canada	03/15/2019	N/A	GumGum Sports Inc.	Pending
3516583	GumGum Sports (Europe)	Europe	07/31/2019	N/A	GumGum Sports Inc.	Pending

EXHIBIT 2

Trademarks

Trademark	Country	Registration or Application Number	Registration or Filing Date	Expiration Date	Status
BEYOND THE BROADCAST GUMGM.020T	USA	87/205523	17-Oct-2016	N/A	Abandoned
BEYOND THE BROADCAST GUMGM.020WEM	European Union	016485121	18-Aug-2017	N/A	Registered (Europe) Renewal due 20-Mar- 2027

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of _____, 20__, made by GUMGUM SPORTS, INC., a Delaware corporation with a principal place of business at 1314 7th Street, 4th Floor, Santa Monica, CA 90401 ("Assignor") in favor of SPORTAD LLC, a Delaware limited liability company with offices at 1 University Plaza, Hackensack, NJ 07601 (together with its successors and assigns, "Purchaser") and the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Purchaser are parties to that certain Secured Note Purchase Agreement, dated as of July 9, 2021 (as from time to time amended or supplemented, the "Note Purchase Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Note Purchase Agreement); and

WHEREAS, Assignor granted to Purchaser a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Note Purchase Agreement and the Collateral Documents; and

WHEREAS, it was a condition precedent to the Purchaser's entry into the Note Purchase Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Note Purchase Agreement and the Purchaser has the right to exercise its rights and remedies under the Note Purchase Agreement and the Collateral Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Patents and Trademarks to the Purchaser or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Purchaser the Patents and Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____

_____ (the “Assignee”) all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

4. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, THE LAWS OF WHICH ASSIGNOR HEREBY EXPRESSLY ELECTS TO APPLY TO THIS ASSIGNMENT, WITHOUT GIVING EFFECT TO PROVISIONS FOR CHOICE OF LAW THEREUNDER.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Patents and Trademarks as of the date first above written.

ASSIGNOR:

GUMGUM SPORTS INC.

By:_____

Name:_____

Title:_____

EXHIBIT 1

Patents

Application or Patent Number	Title	Country	Issue or Filing Date	Expiration Date	Owner	Status
10,417,499	Sports Team Identification from Video Data	USA	09/17/2019	09/19/2037	GumGum Sports Inc.	Issued
10,430,662	Training Classifiers to Identify Ad Location and Sponsor	USA	10/01/2019	11/25/2037	GumGum Sports Inc.	Issued
16/585,712	(placeholder continuation application – focus undecided)	USA	09/27/2019	N/A	GumGum Sports Inc.	Abandoned placeholder continuation
10,303,951	Overall Sponsor Valuation	USA	05/28/2019	09/19/2037	GumGum Sports Inc.	Issued
10,255,505	Real-Time Dashboard	USA	04/09/2019	09/19/2037	GumGum Sports Inc.	Issued
10,089,533	Video Fingerprinting To Find Highlights that include Sponsor Object	USA	10/02/2018	09/19/2037	GumGum Sports Inc.	Issued
2017330571	GumGum Sports (Australia)	Australia	03/29/2019	N/A	GumGum Sports Inc.	Pending
3037201	GumGum Sports (Canada)	Canada	03/15/2019	N/A	GumGum Sports Inc.	Pending

3516583	GumGum Sports (Europe)	Europe	07/31/2019	N/A	GumGum Sports Inc.	Pending
---------	---------------------------	--------	------------	-----	-----------------------	---------

EXHIBIT 2

Trademarks

Trademark	Country	Registration or Application Number	Registration or Filing Date	Expiration Date	Status
BEYOND THE BROADCAST GUMGM.020T	USA	87/205523	17-Oct-2016	N/A	Abandoned
BEYOND THE BROADCAST GUMGM.020WEM	European Union	016485121	18-Aug-2017	N/A	Registered (Europe) Renewal due 20-Mar- 2027