

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI547085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DRIBBLEUP, INC.	10/04/2024
RECEIVING PARTY DATA	
Company Name:	FIRST BANK
Street Address:	4301 MACARTHUR BOULEVARD
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9275470
Patent Number:	11369843
Patent Number:	11679302
Application Number:	63664821
CORRESPONDENCE DATA	
Fax Number:	2138910400
<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:	2138910700
Email:	mmandel@buchalter.com,shinojosa@buchalter.com
Correspondent Name:	V. Monica Mandel
Address Line 1:	BUCHALTER, A PROFESSIONAL CORPORATION
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500
Address Line 4:	LOS ANGELES, CALIFORNIA 90017
ATTORNEY DOCKET NUMBER:	F0973-0002 [VMM:SH]
NAME OF SUBMITTER:	VIRGINIA MANDEL
SIGNATURE:	VIRGINIA MANDEL
DATE SIGNED:	10/07/2024
Total Attachments: 13	
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made and entered into as of the 4th day of October, 2024, by DRIBBLEUP, INC., a Delaware corporation (the “Debtor”), in favor of FIRST BANK (the “Secured Party”).

WITNESSETH:

WHEREAS, the Debtor and the Secured Party are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the “Loan Agreement”; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Secured Party entering into the Loan Agreement, the Secured Party has required that the Debtor execute and deliver this Agreement to the Secured Party; and

WHEREAS, in order to induce the Secured Party to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Secured Party; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Secured Party, as the same may from time to time be amended, modified, extended, renewed or restated (the “Security Agreement”), pursuant to which the Debtor has granted to the Secured Party a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by the Debtor and all proceeds thereof, subject to certain exceptions set forth therein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Secured Party a security interest in and lien on all of the Debtor’s right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the “Collateral”):

- (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and

payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the “Patents”);

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the “Trademarks”);

(c) the goodwill of the Debtor’s business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) and any royalties, rents and/or profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (a) any and all of the present and future Borrower’s Obligations, (b) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Loan Document, (c) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Secured Party by assignment or otherwise and (d) any and all costs of collection, including, without limitation, reasonable attorneys’ fees and expenses, incurred by the Secured Party upon the occurrence of any Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing

on the Collateral under this Agreement or in representing the Secured Party in connection with any proceedings by, against or involving the Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing, Collateral shall not include any Excluded Property (as defined in the Security Agreement).

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Secured Party, and covenants and agrees with the Secured Party, that, as of the date hereof:

(a) all of the Patents and Trademarks which are material to the conduct of the Debtor's business are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents or Trademarks which are material to the conduct of the Debtor's business are at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks which are material to the conduct of the Debtor's business is valid and enforceable;

(c) to the best of the Debtor's knowledge, (i) no claim has been made that the use of any of the Patents or Trademarks which are material to the conduct of the Debtor's business does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents which are material to the conduct of the Debtor's business and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks which are material to the conduct of the Debtor's business;

(d) [reserved];

(e) the Debtor has the right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks which are material to the conduct of the Debtor's business;

(g) [reserved]; and

(h) the Debtor has no notice of any suits or actions commenced or threatened in writing with reference to any of the Patents or Trademarks which are material to the conduct of the Debtor's business.

3. Reserved.

4. Further Assurances. The Debtor hereby agrees that, until (a) all of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted and other obligations permitted to survive the termination of the Loan

Agreement) shall have been fully and finally paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement, any other Loan Document or otherwise, (c) no letters of credit (unless cash collateralized in an amount equal to 105% of the stated amount of such letters of credit) issued by the Secured Party for the account of and/or upon the application of the Debtor shall remain outstanding and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement or the Loan Agreement and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement; provided, however, that, for the avoidance of doubt, the granting of Permitted Liens shall be permitted hereby. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Secured Party any and all further instruments and documents and take any and all further action that the Secured Party may reasonably request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks (except to the extent constituting Excluded Property) or to enable the Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If the Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Secured Party, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks (except to the extent constituting Excluded Property) or (c) becomes entitled to the benefit of any Patents and/or Trademarks (except to the extent constituting Excluded Property) which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Secured Party prompt written notice thereof in accordance with the terms of the Security Agreement.

6. Modification by the Secured Party. The Debtor authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C and/or D to include any future patents and patent applications and/or any future trademarks, service marks, trademark or service mark registrations, trade names and/or trademark or service applications, covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable law, except to the extent constituting Excluded Property.

7. Reserved.

8. Default. If any Event of Default shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived by the Debtor, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any Collateral.

9. Termination of Agreement. At such time (a) all of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted and other obligations permitted to survive the termination of the Loan Agreement) shall have been fully and finally paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement, any other Loan Document or otherwise, (c) no letters of credit issued by the Secured Party for the account of and/or upon the application of the Debtor shall remain outstanding unless cash collateralized in an amount equal to 105% of the stated amount of such letters of credit, and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, the Secured Party shall, upon the written request of the Debtor terminate this Agreement execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement.

10. Expenses. Any and all reasonable and documented out of pocket fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable and documented out of pocket attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the rate of interest then applicable to the Revolving Credit Loans as specified in the Revolving Credit Note, from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. Except as permitted by the Loan Agreement, the Debtor shall have the duty to (a) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter which are material to the conduct of the Debtor's business, (b) make application on unpatented but patentable inventions and on trademarks and service marks which are material to the conduct of the Debtor's business and (c) preserve and maintain all rights in the Patents and Trademarks which are material to the conduct of the Debtor's business, in each case as is commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. The Secured Party Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or

Trademarks to anyone else. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by the Debtor and the Secured Party, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of the Secured Party shall be null and void.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

18. Release and Termination. At the time provided in the Loan Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement or the Security Agreement that would result in the release of all or a portion of the Collateral, all or such applicable portion of the Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Secured Party and the Debtor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Debtor. At the request of the Debtor following any such termination, Secured Party shall promptly execute and deliver to the Debtor such documents as the Debtor reasonably requests to evidence such termination.

[Remainder of page intentionally left blank – Signature Page to follow]

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the date first written above.

DRIBBLEUP, INC.,
a Delaware corporation

By Eric Forkosh

Name: Eric Forkosh

Title: Chief Executive Officer

SCHEDULE A

United States Patents

Patent No.	Date Issued	Description
9275470	March 1, 2016	Computer vision system for tracking ball movement and analyzing user skill
11369843	July 16, 2020	Online, Real-Time, Synchronized Training System for Multiple Participants
11679302	June 20, 2023	Online, Real-Time Synchronized Training System for Multiple Participants

SCHEDULE B



United States Patent Applications

Application or Serial No.	Application Date	Patents in Process
63/664,821	June 27, 2024	Interactive Racquet Sport Training System

SCHEDULE C

United States Trademarks

Trademark No.	Date Issued	Description	Class Description
5774557	June 11, 2019	DribbleUp	009 - Computer application software for mobile phones, namely, software for capturing a video of a user engaged in a sports or fitness drill
5005120	July 19, 2016	DribbleUp	009 - Computer application software for mobile phones, namely, software for capturing a video of a user's basketball dribbling activity and providing feedback analysis therefrom; Computer game software for use on mobile and cellular phones; Electronic game software for handheld electronic devices
6147471	September 8, 2020	DribbleUp	025 - Hats; T-shirts; Baseball caps and hats; Short-sleeved or long-sleeved t-shirts; Sports jerseys; Volleyball jerseys

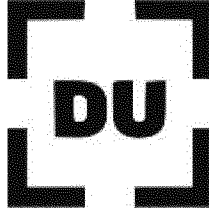
			028 - Balls for sports; Basketballs; Medicine balls; Soccer balls; Sport balls
6458475	August 24, 2021		025 - Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Long-sleeved shirts; Short-sleeved shirts 028 - Basketballs; Soccer balls
5316988	October 24, 2017		009 - Computer application software for mobile phones, namely, software for capturing a video of a user; Computer game software for use on mobile and cellular phones; Electronic game software for handheld electronic devices 028 - Balls for sports; Basketballs

Schedule C-2

6944933	January 3, 2023	The Most Fun You Can Fit in a Bag	035 - Retail store services featuring athletic training equipment, sports equipment
7028736	April 18, 2023	[dribbleup]	027 - Yoga mats 028 - Boxing bags
7063442	May 23, 2023	DRIBBLEUP	027 - Yoga mats 028 - Trampolines; Dumb-bells; Exercise trampolines; Exercise weights

SCHEDULE D

United States Trademark Applications

Application No.	Date Filed	Mark	Class Descriptions
98073565	July 6, 2023	Dribbleup	028 - (Based on Use in Commerce) Baseball gloves; Baseball training gloves(Based on Intent to Use) Tennis rackets
98073571	July 6, 2023	 The logo consists of the letters 'DU' in a bold, sans-serif font, centered within a square frame. The frame is composed of thick black lines, with the top and bottom lines being slightly longer than the side lines, creating a stylized, open-ended square.	028 - (Based on Use in Commerce) Baseball gloves; Baseball training gloves(Based on Intent to Use) Tennis rackets