

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whip Networks, Inc.		10/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86317392	WHIPCLIP	
Serial Number:	86317391	WHIPCLIP	
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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	10/11/2019		
Total Attachments: 6			
source=(WAL-MediaMorph) EXECUTED Intellectual Property Security Agreement (Whip Networks, Inc.)_10-11-19#page1.tif			
source=(WAL-MediaMorph) EXECUTED Intellectual Property Security Agreement (Whip Networks, Inc.)_10-11-19#page2.tif			
source=(WAL-MediaMorph) EXECUTED Intellectual Property Security Agreement (Whip Networks, Inc.)_10-11-19#page3.tif			

OP \$65.00 86317392

source=(WAL-MediaMorph) EXECUTED Intellectual Property Security Agreement (Whip Networks, Inc.)_10-11-19#page4.tif

source=(WAL-MediaMorph) EXECUTED Intellectual Property Security Agreement (Whip Networks, Inc.)_10-11-19#page5.tif

source=(WAL-MediaMorph) EXECUTED Intellectual Property Security Agreement (Whip Networks, Inc.)_10-11-19#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2019 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and WHIP NETWORKS, INC. ("Grantor"), is made with reference to (i) the Guaranty, dated as of October 11, 2019 (as amended from time to time, the "Guaranty") made by Grantor in favor of Lender and (ii) the Security Agreement, dated as of October 11, 2019 (as amended from time to time, the "Security Agreement"), between Lender and Grantor. Terms defined in the Security Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Guarantor Obligations under the Guaranty, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) United States copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) United States trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) United States patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything in this Agreement to the contrary, the Intellectual Property Collateral shall not include any intent-to-use trademarks. The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Security Agreement or the Guaranty, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or the Guaranty, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WHIP NETWORKS, INC., a Delaware corporation

By: _____

Name: Richard Rosenblatt

Title: Chief Executive Officer

Address for Notices:

Attn: Jason Weiss
1841 Centinela Avenue
Santa Monica, CA 90404
Email: jweiss@tvtime.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WHIP NETWORKS, INC., a Delaware corporation

By:

Name:

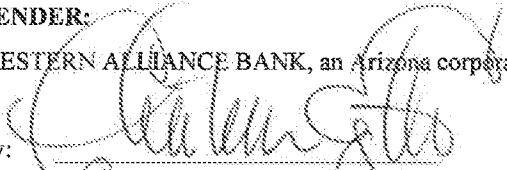
Title:

Address for Notices:

Attn: Jason Weiss
1841 Centinela Avenue
Santa Monica, CA 90404
Email: jweiss@tvtime.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Christine Egito

Title: VP

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>
WHIPCLIP	86317392	4778727	07/21/15
WHIPCLIP	86317391	4778726	07/21/15

