TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM571278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NoBull, LLC		04/06/2020	Limited Liability Company: DELAWARE
NoBull Holdings, Inc.		04/06/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5258547	NOBULL
Registration Number:	5337792	NOBULL
Registration Number:	4794983	U
Registration Number:	5040822	JUST THE HORNS
Serial Number:	88646474	NOBULL
Serial Number:	87504790	#IAMNOBULL

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

ipteam@cogencyglobal.com Email:

Correspondent Name: Stewart Walsh

1025 Vermont Ave NW, Ste 1130 Address Line 1:

Address Line 2: COGENCY GLOBAL Inc. Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1208191 TM
NAME OF SUBMITTER:	Janet S. Wamsley

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	04/09/2020
Total Attachments: 13	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

- 1. THE SECURITY. The undersigned, NoBull, LLC and NoBull Holdings, Inc. (collectively, the "Pledgor") hereby assigns and grants to Bank of America, N.A., its successors and assigns ("BANA"), and to Bank of America Corporation and its subsidiaries and affiliates (BANA and all such secured parties, collectively, the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor (the "IP Collateral"):
- (a) All of the following property, now owned or hereafter acquired by the Pledgor or in which the Pledgor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, but excluding intent to use applications; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;
- (b) All of the following property, now owned or hereafter acquired by the Pledgor in which the Pledgor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;
- (c) All of the following property, now owned or hereafter acquired by the Pledgor or in which the Pledgor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;
- (d) Any Patent license, Copyright license, Trademark license or other license of rights or interests which relate to intellectual property now held or hereafter acquired by the Pledgor or in which the Pledgor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto;

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- (e) Pledgor's software, source codes, trade secrets and inventions (whether or not patented or patentable);
- (f) Pledgor's technical information, procedures, processes, designs, knowledge, and know-how; Pledgor's data bases, models and drawings;
- (g) Pledgor's skill, expertise, and experience; Pledgor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;
- (h) Pledgor's applications therefor and reissues, extensions, or renewals thereof; and
- (i) Pledgor's goodwill associated with any of the foregoing, together with Pledgor's rights to sue and collect damages for past, present and future infringement of the foregoing and the goodwill associated therewith.
- 2. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Amended and Restated Security Agreement (Multiple Use) dated as of April _6, 2020 entered into by and between Pledgor and Bank (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement").
- 3. THE INDEBTEDNESS. This Agreement and the security interest created hereby secures the payment and performance of all of the Indebtedness.
- 4. RELATIONSHIP TO SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and are supplemental to (and not in limitation of), the security interests granted to the Bank pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights, remedies, powers, privileges, and discretions of the Bank set forth in the Security Agreement shall apply to this Agreement and to the IP Collateral, and to effectuate the same, all of the terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.
- 5. AUTHORIZATION TO SUPPLEMENT. If the Pledgor obtains rights to any new IP Collateral, the provisions of this Agreement shall automatically apply thereto. No less than annually, Pledgor shall give notice in writing to the Bank with respect to any such new IP Collateral, or any renewal or extension of a registration for IP Collateral, or any new license. Without limiting Pledgor's obligations under this Section 5, Pledgor hereby authorizes the Bank unilaterally to modify this Agreement by amending Schedule B, Schedule C, or Schedule D, to include any such new IP Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the schedules hereto, shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.
- 6. PROTECTION OF IP COLLATERAL. Pledgor shall undertake the following with respect to each of the items comprising the IP Collateral:
- (a) Pay all renewal fees and other fees and costs required to maintain the IP Collateral and to process and prosecute the IP Collateral and take all other steps reasonably necessary to maintain each registration of the IP Collateral.

- (b) Take all commercially reasonable actions necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At the Pledgor's sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (d) At the Pledgor's sole cost, expense, and risk, take any and all action which are necessary or desirable under the circumstances to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.
- 7. REPRESENTATIONS OF PLEDGOR WITH RESPECT TO IP COLLATERAL. In addition to any representations and warranties contained in any of the other Loan Documents, Pledgor represents and warrants that:
- (i) <u>SCHEDULE A</u> is a true, correct and complete list of all United States Patents owned by Pledgor as of the date hereof.
- (ii) <u>SCHEDULE B</u> is a true, correct and complete list of all United States Copyright registrations owned by Pledgor as of the date hereof.
- (iii) <u>SCHEDULE C</u> is a true, correct and complete list of all United States Trademark registrations owned by Pledgor as of the date hereof.
- (iv) <u>SCHEDULE D</u> is a true, correct and complete list of all Patent licenses, Copyright licenses, Trademark licenses or other license of rights or interests held by the Pledgor as of the date hereof.
- (v) Except as set forth in <u>SCHEDULE D</u>, none of the IP Collateral owned by Pledgor is the subject of any licensing or franchise agreement pursuant to which Pledgor is the licensor or franchisor as of the date hereof.
- (vi) The Pledgor shall not transfer or otherwise encumber any interest in the IP Collateral, except as expressly permitted in the Security Agreement.
- (vii) The Pledgor owns, or is licensed to use, all IP Collateral in connection with the conduct of its business. No claim has been asserted and is pending by any person challenging or questioning the use by Pledgor of any of its IP Collateral, or the validity or effectiveness of any of its IP Collateral. Use by the Pledgor of the IP Collateral does not infringe the rights of any person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or Pledgor's rights in, any IP Collateral in any material respect.
- (vii) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which any Pledgor is bound.
- 8. EVENTS OF DEFAULT; RIGHTS UPON DEFAULT. In the event that (a) Pledgor fails to observe or perform any of the Pledgor's covenants, agreements or other obligations hereunder, or (b) any other default occurs under any of the other Loan Documents, then the Bank shall have all of the rights and remedies of the Bank after default as set forth in the Security Agreement, the other Loan Documents, and applicable law. In addition to the

foregoing, from and after the occurrence of a default, the Bank shall have in connection with the enforcement of its rights and remedies, and/or the protection, preservation or perfection of its Collateral, or any of its rights or interests therein, a royalty free license to use the IP Collateral, which shall include a right for the Secured Party to grant one or more sublicenses to use the IP Collateral.

9. COUNTER PARTS. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the Bank.

(Seal)

Dated: April 6, 2020.

Bank:

Bank of America, N.A.

Ben Gredler, Vice President

Address for Notices: Bank of America, N.A. NC1-001-05-13 One Independence Center 101 North Tyron Street Charlotte, NC 28255-0001

With a copy to:

Riemer & Braunstein LLP 100 Cambridge Street, 22nd Floor Boston, MA 02114

Attention: Douglas K. Clarke, Esquire

Pledgor:	
NoBuli, LLC	
71	
By: Marcus Wilson, President	(Seal)
By: Michael Schaeffer, Treasurer	(Seal)
NoBull Holdings, Inc.	
By: Marcus Wilson, President	(Seal)
By: Michael Schaeffer, Treasurer	(Seal)
Pledgor's Location (principal residence, if the Pledgor is an individual; chief executive office, if the Pledgor is not an individual):	
105 South Street	
Street Address	
Boston, MA 02111	
City State Zip	
Pledgor's state of incorporation or organization (if the Pledgor is a corporation, partnership, limited liability company or other registered entity): Delaware	
Mailing Address (if different from above):	
Street Address	·

City

Zip

State

Pledgor:	
NoBull, LLC	
By:	_(Seal)
By: Michael Schaeffer, Treasurer	_(Seal)
NoBull Holdings, Inc.	
By:Marcus Wilson, President	_ (Seal)
By: Michael Schaeffer, Treasurer	_ (Seal)
Pledgor's Location (principal residence, if the Pledgor is an individual; chief executive office, if the Pledgor is not an individual):	
105 South Street Street Address	
Boston, MA 02111 City State Zip	
Pledgor's state of incorporation or organization (if the Pledgor is a corporation, partnership, limited liability company or other registered entity): Delaware	
Mailing Address (if different from above):	
Street Address	

City

Zip

State

Schedule A

Patents

None

Schedule B

Copyrights

None

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Schedule C

Trademarks

WGS Reference	Trademar k	Country	Statu s	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Owner
B1488.2000 0AU00	NOBULL (BLOCK)	Australia	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0BR00	NOBULL (BLOCK)	Brazil	Publis hed	9129029 81	20- Jun- 2017			18 Int.	NOBUL L, LLC
B1488.2000 0BR01	NOBULL (BLOCK)	Brazil	Publis hed	9129030 15	20- Jun- 2017			25 Int.	NOBUL L, LLC
B1488.2000 0CA00	NOBULL (BLOCK)	Canada	Regis tered	1831296	5-Apr- 2017	TMA1053 376	9- Sep- 2019	N/A	NOBUL L, LLC
B1488.2000 0CN00	NOBULL (BLOCK)	China (People's Republic)	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0CN01	NOBULL (BLOCK)	China (People's Republic)	Pendi ng	1342463	1- Feb- 2017			25 Int.	NOBUL L, LLC
B1488.2000 0EM00	NOBULL (BLOCK)	European Union (Community	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0IN00	NOBULL (BLOCK)	India	Pendi ng	1342463	1- Feb- 2017	and the second s		18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0WP00	NOBULL (BLOCK)	Int'I Registration - Madrid Protocol Only	Regis tered	A00647 37	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0IL00	NOBULL (BLOCK)	Israel	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0JP00	NOBULL (BLOCK)	Japan	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0KR00	NOBULL (BLOCK)	Korea, Republic of	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0NO00	NOBULL (BLOCK)	Norway	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0RU00	NOBULL (BLOCK)	Russian Federation	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0ZA00	NOBULL (BLOCK)	South Africa	Publis hed	2017/13 358	16- May- 2017			18 Int.	NOBUL L, LLC
B1488.2000 0ZA01	NOBULL (BLOCK)	South Africa	Publis hed	2017/13 359	16- May- 2017			25 Int.	NOBUL L, LLC

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B1488.2000 0CH00	NOBULL (BLOCK)	Switzerland	Regis tered	1342463	1- Feb-	1342463	1- Feb-	18 Int.,	NOBUL L, LLC
00100	`				2017		2017	25 Int.	
B1488.2000 0TR00	NOBULL (BLOCK)	Turkey	Regis tered	2018/11 6870	20- Dec- 2018	2018/1168 70	19- Aug- 2019	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0TW00	NOBULL (BLOCK)	Taiwan	Pendi ng	1090045 06	21- Jan- 2020			18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0US00	NOBULL (BLOCK)	United States of America	Regis tered	86/5050 87	15- Jan- 2015	5258547	8- Aug- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 0US01	NOBULL (BLOCK)	United States of America	Pendi ng	88/6464 74	8-Oct- 2019			9 Int.	NOBUL L, LLC
B1488.2000 0VN00	NOBULL (BLOCK)	Vietnam	Regis tered	1342463	1- Feb- 2017	1342463	1- Feb- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 1US00	NOBIILL	United States of America	Regis tered	86/5050 91	15- Jan- 2015	5337792	21- Nov- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2AU00	U	Australia	Regis tered	1866498	12- Jun- 2017	1866498	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2BR00	U	Brazil	Regis tered	9129030 31	20- Jun- 2017	91290303 1	30- Oct- 2018	18 Int.	NOBUL L, LLC
B1488.2000 2BR01		Brazil	Regis tered	9129030 40	20- Jun- 2017	91290304 0	30- Oct- 2018	25 Int.	NOBUL L, LLC
B1488.2000 2CA00	Ü	Canada	Regis tered	1737563	15- Jul- 2015	TMA9839 26	30- Oct- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2CN00	U	China (People's Republic)	Publis hed	1360555	12- Jun- 2017			18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2CN01		China (People's Republic)	Pendi ng	1360555	12- Jun- 2017			18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2EM00	U	European Union (Community	Regis tered	1360555	12- Jun- 2017	1360555	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2WP00	U	Int'l Registration - Madrid Protocol Only	Regis tered	A00677 12	12- Jun- 2017	1360555	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2IL00	U	Israel	Regis tered	1360555	12- Jun- 2017	1360555	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC

B1488.2000 2JP00		Japan	Regis tered	1360555	12- Jun- 2017	1360555	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2KR00	U	Korea, Republic of	Regis tered	1360555	12- Jun- 2017	1360555	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2RU00	IJ	Russian Federation	Regis tered	1360555	12- Jun- 2017	1360555	12- Jun- 2017	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2ZA00		South Africa	Publis hed	2017/16 522	14- Jun- 2017			18 Int.	NOBUL L, LLC
B1488.2000 2ZA01		South Africa	Publis hed	2017/16 523	14- Jun- 2017			25 Int.	NOBUL L, LLC
B1488.2000 2US00		United States of America	Regis tered	86/5051 02	15- Jan- 2015	4794983	18- Aug- 2015	18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 2VN00		Vietnam	Pendi ng	1360555	12- Jun- 2017			18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 3AU00	JUST THE HORNS (BLOCK)	Australia	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3BR00	JUST THE HORNS (BLOCK)	Brazil	Regis tered	9129030 74	20- Jun- 2017	91290307 4	30- Oct- 2018	25 Int.	NOBUL L, LLC
B1488.2000 3CA00	JUST THE HORNS (BLOCK)	Canada	Regis tered	1842303	13- Jun- 2017	TMA1063 185	14- Nov- 2019	25 Int.	NOBUL L, LLC
B1488.2000 3CN00	JUST THE HORNS (BLOCK)	China (People's Republic)	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3EM00	JUST THE HORNS (BLOCK)	European Union (Community)	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3WP00	JUST THE HORNS (BLOCK)	Int'l Registration - Madrid Protocol Only	Regis tered	A00677 15	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3IL00	JUST THE HORNS (BLOCK)	Israel	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3JP00	JUST THE HORNS (BLOCK)	Japan	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3KR00	JUST THE HORNS (BLOCK)	Korea, Republic of	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 3RU00	JUST THE HORNS (BLOCK)	Russian Federation	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC

B1488.2000 3ZA00	JUST THE HORNS (BLOCK)	South Africa	Publis hed	2017/16 518	14- Jun- 2017			25 Int.	NOBUL L, LLC
B1488.2000 3US00	JUST THE HORNS (BLOCK)	United States of America	Regis tered	86/8978 13	4- Feb- 2016	5040822	13- Sep- 2016	25 Int.	NOBUL L, LLC
B1488.2000 3VN00	JUST THE HORNS (BLOCK)	Vietnam	Regis tered	1358114	12- Jun- 2017	1358114	12- Jun- 2017	25 Int.	NOBUL L, LLC
B1488.2000 4US00	#IAMNOB ULL (BLOCK)	United States of America	Allow ed	87/5047 90	26- Jun- 2017			18 Int., 25 Int.	NOBUL L, LLC
B1488.2000 6GB00	NO BULL	United Kingdom	Regis tered	2552846	14- Jul- 2010	2552846	26- Nov- 2010	25 Int.	NOBUL L, LLC
B1488.2000 6GB01	NO BULL	United Kingdom	Regis tered	3054717	8- May- 2014	3054717	22- Aug- 2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBUL L, LLC
B1488.2000 6GB02	NO BULL	United Kingdom	Regis tered	3259905	28- Sep- 2017	3259905	22- Dec- 2017	9 Int.	NOBUL L, LLC
B1488.2000 7GB00	NO BULL	United Kingdom	Regis tered	3054691	8- May- 2014	3054691	22- Aug- 2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBUL L, LLC
B1488.2000 8GB00	NO BULL	United Kingdom	Regis tered	3062630	3-Jul- 2014	3062630	29- Jan- 2016	09 Int., 25 Int.	NOBUL L, LLC
B1488.2000 9GB00	NO BULL	United Kingdom	Regis tered	2553200	15- Jul- 2010	2553200	26- Nov- 2010	25 Int.	NOBUL L, LLC

Schedule D

Licenses

None

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RECORDED: 04/09/2020