

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Sportority (Israel) Ltd		06/11/2020	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2562547	MENTAL FLOSS	
Registration Number:	3092596	MENTAL FLOSS	
Registration Number:	5431166	MENTAL FLOSS	
Registration Number:	4445952	INWORDS	
Registration Number:	4345311	JALINK	
Registration Number:	3949187	SPLIT DECISION	
Registration Number:	4314642	THE DECIDER	
Registration Number:	3629548	THE BIG LEAD	
Registration Number:	3979450	BIG LEAD SPORTS	
Registration Number:	4783230	THE PLAYERS' TRIBUNE	
Registration Number:	5309204	LETTER TO MY YOUNGER SELF	
Registration Number:	4840939	FANSIDED	
Serial Number:	88789591	MENTAL FLOSS	
Serial Number:	88834209	THE PLAYERS' TRIBUNE	
Serial Number:	86847275	THE PLAYERS' TRIBUNE	
Serial Number:	87909923	THE ARTISTS' TRIBUNE	
Registration Number:	2985093	MENTAL FLOSS	
Registration Number:	4703937	SMARTYPANTS	

CH \$465.00 2562547

CORRESPONDENCE DATA**Fax Number:** 8586385130*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:** 619-699-2700**Email:** susan.reynholds@dlapiper.com**Correspondent Name:** DLA Piper LLP (US)**Address Line 1:** 401 B Street, Suite 1700**Address Line 4:** San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	06/11/2020

Total Attachments: 12

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of June 11, 2020 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“Bank”) and **PRO SPORTORITY (ISRAEL) LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 22 Ehad Ha'am Street, Tel Aviv 6514104, Israel (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor, (ii) **SPORTORITY INC.**, a Delaware corporation (“US Borrower”), and (iii) **SPORTORITY UK LIMITED**, a company registered under the laws of England and Wales under company number 8860747 (“UK Borrower”) (Grantor, US Borrower and UK Borrower are hereinafter jointly and severally, individually and collectively, referred to as “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement and the Debentures, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

Amended and Restated Intellectual Property Security Agreement – PRO SPORTORITY (ISRAEL) LTD

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent to use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

5. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

9. Amended and Restated Agreement. This Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of November 15, 2018, by and between Grantor and Bank.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PRO SPORTORITY (ISRAEL) LTD

By: DocuSigned by:
Asaf Peled
82AFF500FE6044A...
Name: Asaf Peled
Title: CEO

BANK:

SILICON VALLEY BANK

By: DocuSigned by:
Alexandra DeMarco
882AFA74210D4A8...
Name: Alexandra DeMarco
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Mark	Country	Status	Official No.	Filing Date	Registration Date	Notes
90min	European Union	Registered	013094561	18/7/2014	4/5/2015	
90min	United Kingdom	Registered	3064795	18/7/2014	21/11/2014	
MENTAL FLOSS	Canada	Registered	TMA653073	24/3/2004	21/11/2005	
MENTAL FLOSS	European Union	Registered	009950891	9/5/2011	12/1/2012	
MENTAL FLOSS	United Kingdom	Registered	3182346	25/8/2016	25/11/2016	
MENTAL FLOSS	United States of America	Registered	2562547	31/1/2001	16/4/2002	
MENTAL FLOSS	United States of America	Registered	3092596	18/1/2005	16/5/2006	
MENTAL FLOSS	United States of America	Registered	5431166	23/2/2017	27/3/2018	
MENTAL FLOSS	United States of America	Registered	2985093	26/1/2003	16/8/2005	
MENTAL FLOSS	United States of America	Pending	88789591	7/2/2020		
INWORDS	United States of America	Registered	4445952	10/4/2012	10/12/2013	
JALINK	United States of America	Registered	4345311	10/4/2012	4/6/2013	
SMARTYPANTS	United States of America	Registered	4703937	22/3/2010	17/5/2015	
SPLIT DECISION	United States of America	Registered	3949187	8/4/2010	19/4/2011	
THE DECIDER	United States of America	Registered	4314642	10/4/2012	2/4/2013	
THE BIG LEAD	United States of America	Registered	3629548	15/2/2008	2/6/2009	
BIG LEAD SPORTS	United States of America	Registered	3979450	1/6/2010	14/6/2011	

THE PLAYERS' TRIBUNE	Australia	Registered	1767409	22/2/2016	29/9/2016	
THE PLAYERS' TRIBUNE	Canada	Application allowed	1843323	19/6/2017	n/a	***Still in process of changing the registered owner to Pro Sportivity (Israel) Ltd.
THE PLAYERS' TRIBUNE	Peoples Republic of China	Registered	86847275	22/2/2016	29/6/2017	
THE PLAYERS' TRIBUNE	Colombia	Registered	1296601	22/2/2016	25/8/2017	
THE PLAYERS' TRIBUNE	Cuba	Registered	1296601	22/2/2016	7/3/2017	
THE PLAYERS' TRIBUNE	European Union	Registered	1296601	22/2/2016	30/9/2016	
THE PLAYERS' TRIBUNE	United Kingdom	Registered	1296601	22/2/2016	11/10/2017	

THE PLAYERS' TRIBUNE	India	Registered	3126783	15/12/2015	6/1/2018	***Still in process of changing the registered owner to Pro Sportivity (Israel) Ltd.
THE PLAYERS' TRIBUNE	Japan	Registered	1296601	22/2/2016	21/6/2018	
THE PLAYERS' TRIBUNE	South Korea	Registered	1296601	22/2/2016	10/9/2017	
THE PLAYERS' TRIBUNE	Mexico	Registered	1978331	22/2/2016	27/7/2017	
THE PLAYERS' TRIBUNE	Mexico	Registered	1978331	22/2/2016	27/7/2017	
THE PLAYERS' TRIBUNE	New Zealand	Registered	1089136	20/3/2018	21/9/2018	
THE PLAYERS' TRIBUNE	Russian Federation	Registered	1296601	22/2/2016	28/2/2017	
THE PLAYERS' TRIBUNE	United States of America	Pending	88834209	13/3/2020	n/a	
THE PLAYERS' TRIBUNE	United States of America	Registered	4783230	17/6/2014	28/7/2015	
THE PLAYERS' TRIBUNE	United States of America	Published	86847275	12/12/2015	n/a	
THE PLAYERS' TRIBUNE	International Registration	Registered	1296601	22/2/2016	28/4/2016	

THE PLAYERS' TRIBUNE	South Africa	Published	2018/07944	22/3/2017	n/a		***Still in process of changing the registered owner to Pro Sportivity (Israel) Ltd.	
LETTER TO MY YOUNGER SELF	United States of America	Registered	5309204	8/8/2016	17/10/2017			
THE ARTISTS' TRIBUNE	United States of America	Published	87909923	7/5/2018	n/a			
PLAYERSVOICE	Australia	Registered	1861600	2/8/2017	15/7/2019			
PLAYERSVOICE	United Kingdom	Registered	3320183	25/6/2018	21/9/2018			
PLAYERSVOICE	India	Application filed	4012575	30/1/2018	n/a		***Still in process of changing the registered owner to Pro Sportivity (Israel) Ltd.	
PLAYERSVOICE	New Zealand	Registered	1105368	18/10/2018	24/4/2019			
FANSIDED	USA	Registered	4840939	16/3/2015	27/10/2015		***Still in process of changing the registered owner to Pro Sportivity (Israel) Ltd.	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.