OP \$190.00 5258547

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM615357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOBULL HOLDINGS, INC.		12/17/2020	Corporation: DELAWARE
NOBULL, LLC		12/17/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

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
Serial Number:	90105860	ALL YOU NEED IS LOVE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

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

ATTORNEY DOCKET NUMBER: 1304952 TM

TRADEMARK
REEL: 007177 FRAME: 0009

900586487

NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	12/18/2020
Total Attachments: 11	
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source=Closing Copy - E.2 - Intellectua	Property Security Agreement - NoBull#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 17, 2020 by and between SILICON VALLEY BANK ("Bank") and NOBULL Holdings, Inc., a Delaware corporation ("Holdings") and NOBULL, LLC, a Delaware limited liability company ("NoBull"; Holdings and NoBull are referred to herein, individually and collectively, as the context requires, jointly and severally, "Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, restated, amended and restated, supplemented or otherwise modified 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, 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 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, 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;
- (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 <u>Exhibit B</u> 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any United States intent-to-use trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under federal law; provided, however, that after such period, such interest shall immediately become Intellectual Property Collateral without any action by Grantor or Bank. Furthermore, for so long as and to the extent that any such asset or property is excluded from the Collateral (as defined in the Loan Agreement) pursuant to the Loan Agreement, the security interest granted under this Section 1 shall not attach to, and the Intellectual Property Collateral shall not include, such asset or property.

- 2. <u>Recordation</u>. 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. <u>Authorization</u>. 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.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 5. <u>Execution in Counterparts</u>. 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.

- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Governing Law.</u> 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NOBULL HOLDINGS, INC.

-- DocuSigned by: Marcus Wilson

Name: Marcus Wilson

Title: President and Secretary

NOBULL, LLC

-- DocuSigned by: Marcus Wilson By:

Name: Marcus Wilson

Title: President and Secretary

BANK:

SILICON VALLEY BANK

-DocuSigned by:

By: Steve Lyons
Name: Steve Lyons

Title: Director

DocuSian Envelope	JD: DOCEAR13	_B83B_#8#A_88C5	_113813/10F8

EXHIBIT A

Copyrights

None

DocuSian Envelope	ID: 00CE4E	13_R83R_484A_8	88C5_11381349F8A
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EXHIBIT B

Patents

None

DocuSian Envelope	ID: 00CE4B13-	R83R-4844-88C5	-11381349F8A
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EXHIBIT C

Trademarks

See attached

Trademark List	Trademark List for NOBULL, LLC as of November 23, 2020	ovember 23, 2020 County	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Owner
B1488.20000AU00	NOBULL	Australia	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000BR00	NOBULL	Brazil	Published	912902981	20-Jun-2017			18 Int.	NOBULL, LLC
B1488.20000BR01	NOBULL	Brazíl	Published	912903015	20-Jun-2017			25 Int.	NOBULL, LLC
B1488.20000CA00	NOBULL	Canada	Registered	1831296	5-Apr-2017	TMA1053376	9-Sep-2019	N/A	NOBULL, LLC
B1488.20000CN00	NOBULL	China (People's Republic)	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int	NOBULL, LLC
B1488.20000CN02	NOBULL	China (People's Republic)	Pending	1342463	1-Feb-2017			25 Int.	NOBULL, LLC
B1488.20000EM00	NOBULL	European Union (Community)	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000IN00	NOBULL	India Tarif Description (Andrid Description)	Pending	1342463	1-Feb-2017			18 Int., 25 Int	NOBULL, LLC
B1488.20000WP00	NOBULL	Only	Registered	A0064737	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000IL00	NOBULL	Israel	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000JP00	NOBULL	Japan	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000KR00	NOBULL	Korea, Republic of	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000NO00	NOBULL	Norway	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000RU00	NOBULL	Russian Federation	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000ZA00	NOBULL	South Africa	Published	2017/13358	16-May-2017			18 Int.	NOBULL, LLC
B1488.20000ZA01	NOBULL	South Africa	Published	2017/13359	16-May-2017			25 Int.	NOBULL, LLC
B1488.20000CH00	NOBULL	Switzerland	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20000TR00	NOBULL	Turkey	Registered	2018/116870	20-Dec-2018	2018/116870	19-Aug-2019	18 Int., 25 Int.	NOBULL, LLC
B1488.20000TW00	NOBULL	Taiwan	Pending	109004506	21-Jan-2020			18 Int., 25 Int.	NOBULL, LLC
B1488.20000US00	NOBULL	United States of America	Registered	86/505087	15-Jan-2015	5258547	8-Aug-2017	18 Int., 25 Int	NOBULL, LLC
B1488.20000US01	NOBULL	United States of America	Allowed	88/646474	8-Oct-2019			7 mt., 14 mt., 10 mt., 20 Int., 35 Int., 41 Int.	NOBULL, LLC
B1488.20000VN00	NOBULL	Vietnam	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20001US00		United States of America	Registered	86/505091	15-Jan-2015	5337792	21-Nov-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.20002AU00	—	Australia	Registered	1866498	12-Jun-2017	1866498	12-Jun-2017	18 Int 25 Int.	NOBULL, LLC
B1488.20002BR00		Brazil	Registered	912903031	20-Jun-2017	912903031	30-Oct-2018	18 Int.	NOBULL, LLC

NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC	NOBULL, LLC
25 Int.	18 Int., 25 Int.	18 Int., 25 Int.	25 Int.	25 Int	18 Int., 25 Int	18 Int., 25 Int.	18 Int., 25 Int.	18 Int., 25 Int.	18 Int., 25 Int.	18 Int., 25 Int.	18 Int.	25 Int.	18 Int., 25 Int.	18 Int., 25 Int	25 Int.	25 Int.
30-Oct-2018	30-Oct-2017				12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017			18-Aug-2015		12-Jun-2017	30-Oct-2018
912903040	TMA983926				1360555	1360555	1360555	1360555	1360555	1360555			4794983		1358114	912903074
20-Jun-2017	15-Jul-2015	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	12-Jun-2017	14-Jun-2017	14-Jun-2017	15-Jan-2015	12-Jun-2017	12-Jun-2017	20-Jun-2017
912903040	1737563	1360555	1360555	1360555	1360555	A0067712	1360555	1360555	1360555	1360555	2017/16522	2017/16523	86/505102	1360555	1358114	912903074
Registered	Registered	Pending	Pending	Pending	Registered	ol Registered	Registered	Registered	Registered	Registered	Published	Published	Registered	Pending	Registered	Registered
Brazil	Canada	China (People's Republic)	China (People's Republic)	China (People's Republic)	European Union (Community)	Int'l Registration - Madrid Protocol Only	Israel	Japan	Korea, Republic of	Russian Federation	South Africa	South Africa	United States of America	Vietnam	Australia	Brazil
						_==									JUST THE HORNS	JUST THE HORNS
B1488.20002BR01	B1488.20002CA00	B1488.20002CN01	B1488.20002CN02	B1488.20002CN03	B1488.20002EM00	B1488.20002WP00	B1488.20002IL.00	B1488.20002.JP00	B1488.20002KR00	B1488.20002RU00	B1488.20002ZA00	B1488.20002ZA01	B1488.20002US00	B1488.20002VN00	B1488.20003AU00	B1488.20003BR00

B1488.20003CA00	JUST THE HORNS	Canada	Registered	1842303	13-Jun-2017	TMA1063185	14-Nov-2019	25 Int.	NOBULL, LLC
B1488.20003CN00	JUST THE HORNS	China (People's Republic)	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003EM00	JUST THE HORNS	European Union (Community)	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003WP00	JUST THE HORNS	int i kegistranon - iviadnd Protocol Only	Registered	A0067715	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003IL00	JUST THE HORNS	Israel	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003JP00	JUST THE HORNS	Japan	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003KR00	JUST THE HORNS	Korea, Republic of	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003RU00	JUST THE HORNS	Russian Federation	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003ZA00	JUST THE HORNS	South Africa	Published	2017/16518	14-Jun-2017			25 Int.	NOBULL, LLC
B1488.20003US00	JUST THE HORNS	United States of America	Registered	86/897813	4-Feb-2016	5040822	13-Sep-2016	25 Int.	NOBULL, LLC
B1488.20003VN00	JUST THE HORNS	Vietnam	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20004US00	#LAMNOBULL	United States of America	Allowed	87/504790	26-Jun-2017			18 Int., 25 Int.	NOBULL, LLC
B1488.20006GB00	NO BULL	United Kingdom	Registered	2552846	14-Jul-2010	2552846	26-Nov-2010	25 Int.	NOBULL, LLC
B1488.20006GB01	NO BULL	United Kingdom	Registered	3054717	8-May-2014	3054717	22-Aug-2014	27 Int.	NOBULL, LLC
B1488.20006GB02	NO BULL	United Kingdom	Registered	3259905	28-Sep-2017	3259905	22-Dec-2017	9 Int.	NOBULL, LLC
B1488.20007GB00	NO BOLL	United Kingdom	Registered	3054691	8-May-2014	3054691	22-Aug-2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBULL, LLC
B1488.20008GB00	NO BULL	United Kingdom	Registered	3062630	3-Jul-2014	3062630	29-Jan-2016	09 Int., 25 Int.	NOBULL, LLC
B1488.20009GB00	NO BULL	United Kingdom	Registered	2553200	15-Jul-2010	2553200	26-Nov-2010	25 Int.	NOBULL, LLC
B1488.20010US00	ALL YOU NEED IS LOVE	United States of America	Pending	90/105860	11-Aug-2020			25 Int.	NOBULL, LLC

EXHIBIT D

Mask Works

None

TRADEMARK REEL: 007177 FRAME: 0021

RECORDED: 12/18/2020