

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHISTLE SPORTS, INC.		11/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5440948	BROTHER	
Registration Number:	5243784	BROTHER MEDIA	
Registration Number:	5243785	BROTHER	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-JLT/		
DATE SIGNED:	11/15/2019		
Total Attachments: 6			
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**SUPPLEMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement to Intellectual Property Security Agreement is entered into as of November 13, 2019 by and between **PACIFIC WESTERN BANK** ("Bank") and **WHISTLE SPORTS, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank and Grantor previously entered into an Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of May 3, 2018. (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Bank and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

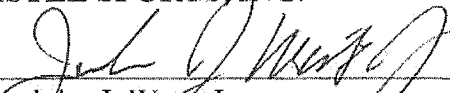
The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Exhibit A hereto to Exhibit A of the IP Security Agreement, the Intellectual Property listed on Exhibit B hereto to Exhibit B of the IP Security Agreement, the Intellectual Property listed on Exhibit C hereto to Exhibit C of the IP Security Agreement. References to Exhibits contained in the IP Security Agreement shall be deemed to refer to such Exhibits as supplemented by the Exhibits attached hereto. Without limitation on the generality of the foregoing, (1) Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property described on the Exhibits hereto (including without limitation the patents, trademarks, and copyrights, if any, described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Grantor represents and warrants to Bank that, other than as set forth on the Exhibits to the IP Security Agreement (as amended and supplemented by the Exhibits hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

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

GRANTOR:

WHISTLE SPORTS, INC.

By: 
Name: John J. West, Jr.
Title: Chief Executive Officer and Treasurer

BANK:

PACIFIC WESTERN BANK

By: _____
Name: _____
Title: _____

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Exhibits hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

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

GRANTOR:

WHISTLE SPORTS, INC.

By: _____

Name: _____

Title: _____

BANK:

PACIFIC WESTERN BANK

By:  _____

Name: Mary Zanicich _____

Title: SVP _____

[Signature Page - Supplement to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
None.		

EXHIBIT B

PATENTS





DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
None.		

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
BROTHER	5,440,948	04/10/18
BROTHER MEDIA	5,243,784	07/18/17
BROTHER	5,243,785	07/18/17
BROTHER MEDIA	UK00003138524 (Great Britain and Northern Ireland)	
BROTHER	15347404 (European Union Intellectual Property Office)	

Foreign Trademarks:

MARK	COUNTRY	OWNER	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REG. DATE
THEFC	Canada	Whistle Sports, Inc.	1740000	31 Jul 2015	TMA992585	16 Mar 2018
WHISTLE SPORTS	Canada	Whistle Sports, Inc.	1740001	31 Jul 2015	TMA992584	16 Mar 2018
	Canada	Whistle Sports, Inc.	1740002	31 Jul 2015		
	Canada	Whistle Sports, Inc.	1739999	31 Jul 2015		
THEFC	EU	Whistle Sports, Inc.	14418206	28 Jul 2015	14418206	26 Nov 2015
WHISTLE SPORTS	EU	Whistle Sports, Inc.	14424221	29 Jul 2015	14424221	15 Dec 2015
	EU	Whistle Sports, Inc.	14424238	29 Jul 2015	14424238	14 Dec 2015
	EU	Whistle Sports, Inc.	14418214	28 Jul 2015	1739999	26 Nov 2015
THE WHISTLE	IR - AU, EU, RU	Kids Sports Entertainment, Inc.	1204777	18 Dec 13	12047771	16 Dec 13