

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608617

| | | | |
|-----------------------------------|---|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GoNoodle, Inc. | | 11/09/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Rd. | | |
| Internal Address: | National Documentation Services, Mail Code 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88753898 | THE GOOD ENERGY COMPANY | |
| Serial Number: | 88753895 | THE GOOD ENERGY MOVEMENT | |
| Serial Number: | 88820171 | GONOODLE | |
| Serial Number: | 88863195 | GOOD ENERGY | |
| Serial Number: | 88863194 | GOOD ENERGY | |
| Serial Number: | 88863190 | THERE'S A GONOODLE FOR THAT | |
| Serial Number: | 88817033 | GONOODLE | |
| Serial Number: | 88701715 | ¡VAMOS! GONOODLE | |
| Serial Number: | 88694779 | ENMOCI?N | |
| Serial Number: | 88688528 | GONOODLE ENMOCIÓN | |
| Serial Number: | 88668443 | ¡VAMOS! GONOODLE | |
| Registration Number: | 6009641 | THE BEST TEES | |
| Registration Number: | 5774794 | | |
| Registration Number: | 5993699 | MOOSE TUBE | |
| Registration Number: | 5993698 | MOOSE TUBE | |
| Registration Number: | 5774792 | MOOSE TUBE | |
| Registration Number: | 5633013 | GONOODLE | |
| Registration Number: | 5978899 | NOODLE TELEVISION | |

OP \$1040.00 88753898

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 5962317 | NTV |
| Registration Number: | 5801732 | MOVEMENT POWERS CHANGE |
| Registration Number: | 5285839 | GET KIDS MOVING |
| Registration Number: | 5228250 | BLAZER FRESH |
| Registration Number: | 5228247 | BLAZER FRESH |
| Registration Number: | 5129095 | GONOODLE |
| Registration Number: | 5137272 | GONOODLE |
| Registration Number: | 5129081 | GONOODLE |
| Registration Number: | 5158070 | BLAZER FRESH |
| Registration Number: | 4987587 | GONOODLE |
| Registration Number: | 4886099 | GONOODLE |
| Registration Number: | 4886098 | GONOODLE |
| Registration Number: | 4886097 | GONOODLE |
| Registration Number: | 4886096 | GONOODLE |
| Registration Number: | 4886095 | GONOODLE |
| Registration Number: | 4886094 | GONOODLE |
| Registration Number: | 4886093 | GONOODLE |
| Registration Number: | 4886092 | GONOODLE |
| Registration Number: | 4314836 | GONOODLE |
| Registration Number: | 4286918 | HEALTHTEACHER |
| Registration Number: | 3388591 | HEALTHTEACHER |
| Registration Number: | 2468591 | HEALTHTEACHER |
| Registration Number: | 5774791 | MOOSE TUBE |

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 11/13/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 9, 2020 by and between COMERICA BANK ("Bank") and GONOODLE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement between Bank and Grantor 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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The parties agree that the electronic signature of a party to this agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this agreement, and that any electronically signed document (including this agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

[Remainder of Page Intentionally Left Blank]

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.

Address of Grantor:

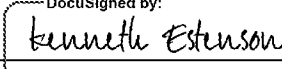
209 10th Ave S #517
Nashville, TN 37203
Attn: Kenneth Estenson

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

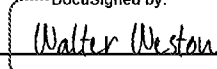
GONOODLE, INC.

By: 
DocuSigned by:
5A340CFC12E34BC...

Name: Kenneth Estenson
Title: CEO

BANK:

COMERICA BANK

By: 
DocuSigned by:
21FC1E9DFEFB456...

Name: Walter Weston
Title: Senior Vice President

SCHEDULE A**Copyrights**

| Title | Reg. No. | Reg. Date |
|---------------------|--------------|-----------|
| [Bart Reynolds #1] | VA0002009903 | 4/12/16 |
| [Bart Reynolds #2] | VA0002009902 | 4/12/16 |
| [Bart Reynolds #3] | VA0002010256 | 4/12/16 |
| [Bart Reynolds #4] | VA0002010257 | 4/12/16 |
| [Bart Reynolds #5] | VA0002010258 | 4/12/16 |
| Bartleby Trunks #1. | VA0002117567 | 4/14/16 |
| Bartleby Trunks #2. | VA0002017027 | 4/14/16 |
| Bartleby Trunks #3. | VA0002016466 | 4/14/16 |
| Bartleby Trunks #4. | VA0002016463 | 4/14/16 |
| Bartleby Trunks #5. | VA0002017026 | 4/14/16 |
| Blob Ross #1. | VA0002016175 | 4/14/16 |
| Blob Ross #2. | VA0002016174 | 4/14/16 |
| Blob Ross #3. | VA0002016273 | 4/14/16 |
| Blob Ross #4. | VA0002016615 | 4/14/16 |
| [Blob Ross #5] | VA0002017497 | 4/14/16 |
| Cave #1. | VA0002033076 | 5/16/16 |
| Cave #2. | VA0002033077 | 5/16/16 |
| Cave #3. | VA0002033079 | 5/16/16 |
| [Chris Shabob #1] | VA0002010260 | 4/12/16 |
| [Chris Shabob #2] | VA0002010261 | 4/12/16 |
| [Chris Shabob #3] | VA0002009896 | 4/12/16 |
| [Chris Shabob #4] | VA0002009895 | 4/12/16 |
| [Chris Shabob #5] | VA0002009893 | 4/12/16 |

[SCHEDULE A]

Bodman_16924704_1

TRADEMARK
REEL: 007105 FRAME: 0528

| Title | Reg. No. | Reg. Date |
|-----------------------|--------------|-----------|
| Coach Terry. | VA0002016278 | 4/14/16 |
| Flappy Tuckler #1. | VA0002008211 | 4/12/16 |
| Flappy Tuckler #3. | VA0002015216 | 4/12/16 |
| Flappy Tuckler #4. | VA0002007940 | 4/12/16 |
| [Flappy Tuckler #5] | VA0002010259 | 4/12/16 |
| Flappy Tuckler 2. | VA0002008334 | 4/12/16 |
| [Flo Yo #1] | VA0002010262 | 4/12/16 |
| [Flo Yo #2] | VA0002010263 | 4/12/16 |
| [Flo Yo #3] | VA0002010264 | 4/12/16 |
| [Flo Yo #4] | VA0002010266 | 4/12/16 |
| [Flo Yo #5] | VA0002010267 | 4/12/16 |
| Freckles Sinclair #1. | VA0002010276 | 4/12/16 |
| Freckles Sinclair #3. | VA0002007977 | 4/12/16 |
| Freckles Sinclair #4. | VA0002010440 | 4/12/16 |
| Freckles Sinclair #5. | VA0002008053 | 4/12/16 |
| Freckles Sinclair 2. | VA0002008341 | 4/12/16 |
| Gulps Wodda #2. | VA0002016754 | 4/14/16 |
| Gulps Wodda #3. | VA0002020302 | 4/14/16 |
| [Gulps Wodda #4] | VA0002017493 | 4/14/16 |
| Gulps Wodda #5. | VA0002016794 | 4/14/16 |
| Gulps Wodda 1. | VA0002016873 | 4/14/16 |
| Hans von Greedy. | VA0002016277 | 4/14/16 |
| Just Gary #1. | VA0002044651 | 4/14/16 |
| Just Gary #2. | VA0002016749 | 4/14/16 |
| Just Gary #4. | VA0002017022 | 4/14/16 |

| Title | Reg. No. | Reg. Date |
|----------------------------------|--------------|-----------|
| Just Gary #5. | VA0002016457 | 4/14/16 |
| Just Gary 3. | VA0002016863 | 4/14/16 |
| Little Rufus #1. | VA0002016281 | 4/14/16 |
| Little Rufus #2. | VA0002016280 | 4/14/16 |
| Little Rufus #3. | VA0002016789 | 4/14/16 |
| [Little Rufus #4] | VA0002017495 | 4/14/16 |
| Little Rufus #5. | VA0002020301 | 4/14/16 |
| Maximo. | VA0002016783 | 4/14/16 |
| MC Wigglewomp #1. | VA0002016454 | 4/14/16 |
| MC Wigglewomp #2. | VA0002017023 | 4/14/16 |
| MC Wigglewomp #4. | VA0002016874 | 4/14/16 |
| MC Wigglewomp #5. | VA0002020304 | 4/14/16 |
| MC Wigglewomp 3. | VA0002016862 | 4/14/16 |
| McPufferson #1. | VA0002007982 | 4/12/16 |
| McPufferson #2. | VA0002007956 | 4/12/16 |
| [McPufferson #3] | VA0002008086 | 4/12/16 |
| McPufferson #4. | VA0002010271 | 4/12/16 |
| McPufferson 5. | VA0002008340 | 4/12/16 |
| Meet The Champs! Official Guide. | TX0008569609 | 3/15/18 |
| Mesa #1. | VA0002033080 | 5/16/16 |
| Mesa #2. | VA0002033081 | 5/16/16 |
| Mesa #3. | VA0002033082 | 5/16/16 |
| Mountain #1. | VA0002033084 | 5/16/16 |
| Mountain #2. | VA0002033085 | 5/16/16 |
| Ocean #1. | VA0002033086 | 5/16/16 |

| Title | Reg. No. | Reg. Date |
|-----------------------|--------------|-----------|
| Ocean #2. | VA0002033088 | 5/16/16 |
| Ocean #3. | VA0002033090 | 5/16/16 |
| Om Pedalhead #1. | VA0002017024 | 4/14/16 |
| Om Pedalhead #3. | VA0002016751 | 4/14/16 |
| Om Pedalhead #4. | VA0002020300 | 4/14/16 |
| [Om Pedalhead #5] | VA0002017496 | 4/14/16 |
| Om Pedalhead 2. | VA0002016865 | 4/14/16 |
| Oogles Fitzlemon #1. | VA0002008218 | 4/12/16 |
| [Oogles Fitzlemon #2] | VA0002008082 | 4/12/16 |
| Oogles Fitzlemon #3. | VA0002007969 | 4/12/16 |
| Oogles Fitzlemon #4. | VA0002007961 | 4/12/16 |
| [Oogles Fitzlemon #5] | VA0002008084 | 4/12/16 |
| [Penny Gee #1] | VA0002009886 | 4/12/16 |
| [Penny Gee #2] | VA0002009885 | 4/12/16 |
| [Penny Gee #3] | VA0002009884 | 4/12/16 |
| [Penny Gee #4] | VA0002009882 | 4/12/16 |
| [Penny Gee #5] | VA0002009883 | 4/12/16 |
| Phil Trip. | VA0002016621 | 4/14/16 |
| Plunky Robinson #1. | VA0002016752 | 4/14/16 |
| Plunky Robinson #3. | VA0002017025 | 4/14/16 |
| Plunky Robinson #4. | VA0002016461 | 4/14/16 |
| Plunky Robinson #5. | VA0002016460 | 4/14/16 |
| Plunky Robinson 2. | VA0002016866 | 4/14/16 |
| [Rad Chad #1] | VA0002009891 | 4/12/16 |
| [Rad Chad #2] | VA0002009890 | 4/12/16 |

| Title | Reg. No. | Reg. Date |
|---------------------|--------------|-----------|
| [Rad Chad #3] | VA0002009889 | 4/12/16 |
| [Rad Chad #4] | VA0002009888 | 4/12/16 |
| [Rad Chad #5] | VA0002009887 | 4/12/16 |
| [Rob Rarker] | VA0002017492 | 4/14/16 |
| Shane Fonda #1. | VA0002016459 | 4/14/16 |
| Shane Fonda #2. | VA0002017021 | 4/14/16 |
| Shane Fonda #4. | VA0002016764 | 4/14/16 |
| Shane Fonda #5. | VA0002016750 | 4/14/16 |
| Shane Fonda 3. | VA0002016864 | 4/14/16 |
| Squatcky Berger #1. | VA0002010274 | 4/12/16 |
| Squatcky Berger #2. | VA0002010349 | 4/12/16 |
| Squatcky Berger 3. | VA0002008332 | 4/12/16 |
| Squatcky Berger 4. | VA0002008331 | 4/12/16 |
| Squatcky Berger 5. | VA0002008327 | 4/12/16 |
| [Squeaky Laroo #1] | VA0002009901 | 4/12/16 |
| [Squeaky Laroo #2] | VA0002009899 | 4/12/16 |
| Squeaky Laroo #3. | VA0002010205 | 4/12/16 |
| [Squeaky Laroo #4] | VA0002010246 | 4/12/16 |
| [Squeaky Laroo #5] | VA0002009898 | 4/12/16 |
| [Tangy Bodangy #1] | VA0002010251 | 4/12/16 |
| [Tangy Bodangy #2] | VA0002010250 | 4/12/16 |
| [Tangy Bodangy #3] | VA0002010249 | 4/12/16 |
| [Tangy Bodangy #4] | VA0002010248 | 4/12/16 |
| Tangy Bodangy #5. | VA0002010441 | 4/12/16 |
| Tiny O'Flexem #1. | VA0002007968 | 4/12/16 |

| Title | Reg. No. | Reg. Date |
|-----------------------|--------------|-----------|
| Tiny O'Flexem #2. | VA0002008051 | 4/12/16 |
| Tiny O'Flexem #3. | VA0002008217 | 4/12/16 |
| Tiny O'Flexem #5. | VA0002010341 | 4/12/16 |
| Tiny O'Flexem 4. | VA0002008336 | 4/12/16 |
| The Transmogrifier. | VA0002057748 | 6/16/16 |
| Vince Pylon #1. | VA0002016176 | 4/14/16 |
| Vince Pylon #2. | VA0002016871 | 4/14/16 |
| Vince Pylon #3. | VA0002016739 | 4/14/16 |
| Vince Pylon #4. | VA0002016732 | 4/14/16 |
| Vince Pylon #5. | VA0002016730 | 4/14/16 |
| Waterfall #1. | VA0002033091 | 5/16/16 |
| Waterfall #2. | VA0002033093 | 5/16/16 |
| Waterfall #3. | VA0002033095 | 5/16/16 |
| Waterfall #4. | VA0002033096 | 5/16/16 |
| Waterfall #5. | VA0002033097 | 5/16/16 |
| Weevil LaBeevil #2. | VA0002010342 | 4/12/16 |
| [Weevil LaBeevil #3] | VA0002010253 | 4/12/16 |
| [Weevil LaBeevil #4] | VA0002010254 | 4/12/16 |
| [Weevil LaBeevil #5] | VA0002010255 | 4/12/16 |
| Weevil LaBeevil 1. | VA0002008325 | 4/12/16 |
| Zapp von Doubler #1. | VA0002007933 | 4/12/16 |
| Zapp von Doubler #2. | VA0002007954 | 4/12/16 |
| Zapp von Doubler #3. | VA0002007941 | 4/12/16 |
| [Zapp von Doubler #4] | VA0002008085 | 4/12/16 |
| Zapp von Doubler #5. | VA0002008050 | 4/12/16 |

SCHEDULE B

Patents

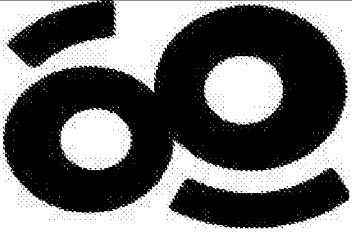
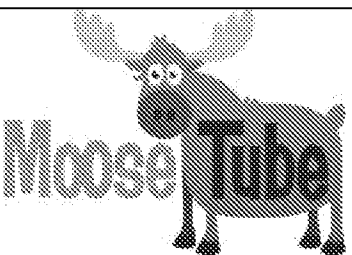
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[SCHEDULE B]

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TRADEMARK
REEL: 007105 FRAME: 0534

SCHEDULE C**Trademarks**

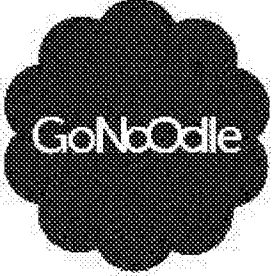

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|-----------|-------------|-----------|-----------|
| THE GOOD ENERGY COMPANY | 88/753898 | 1/10/20 | n/a | n/a |
| THE GOOD ENERGY MOVEMENT | 88/753895 | 1/10/20 | n/a | n/a |
| GONOODLE | 88/820171 | 3/4/20 | n/a | n/a |
| GOOD ENERGY | 88/863195 | 4/7/20 | n/a | n/a |
| GOOD ENERGY | 88/863194 | 4/7/20 | n/a | n/a |
| THERE'S A GONOODLE FOR THAT | 88/863190 | 4/7/20 | n/a | n/a |
| GONOODLE | 88/817033 | 3/2/20 | n/a | n/a |
| ¡VAMOS! GONOODLE | 88/701715 | 11/21/19 | n/a | n/a |
| ENMOCIÓN | 88/694779 | 11/15/19 | n/a | n/a |
| GONOODLE ENMOCIÓN | 88/688528 | 11/12/19 | n/a | n/a |
| ¡VAMOS! GONOODLE | 88/668443 | 10/25/19 | n/a | n/a |
| <i>THE BEST TEES</i> | 88/485881 | 6/24/19 | 6,009,641 | 3/10/20 |
|  | 88/178984 | 11/2/18 | 5,774,794 | 6/11/19 |
|  | 88/178981 | 11/2/18 | 5,993,699 | 2/25/20 |
| MOOSE TUBE | 88/178977 | 11/2/18 | 5,993,698 | 2/25/20 |
| MOOSE TUBE | 88/178952 | 11/2/18 | 5,774,792 | 6/11/19 |

[SCHEDULE C]

Bodman_16924704_1

TRADEMARK
REEL: 007105 FRAME: 0535

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|-----------|-------------|-----------|-----------|
|  | 88/178950 | 11/2/18 | 5,774,791 | 6/11/19 |
|  | 87/952456 | 6/7/18 | 5,633,013 | 12/18/18 |
| NOODLE TELEVISION | 87/927002 | 5/18/18 | 5,978,899 | 2/4/20 |
| NTV | 87/920410 | 5/14/18 | 5,962,317 | 1/14/20 |
| MOVEMENT POWERS CHANGE | 87/903320 | 5/2/18 | 5,801,732 | 7/9/19 |
| GET KIDS MOVING | 87/347359 | 2/23/17 | 5,285,839 | 9/12/17 |
|  | 87/299267 | 1/12/17 | 5,228,250 | 6/20/17 |
|  | 87/297526 | 1/11/17 | 5,228,247 | 6/20/17 |
|  | 87/086310 | 6/28/16 | 5,129,095 | 1/24/17 |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|-----------|-------------|-----------|-----------|
|  | 87/086267 | 6/28/16 | 5,137,272 | 2/7/17 |
| GoNoOde | 87/082738 | 6/24/16 | 5,129,081 | 1/24/17 |
| BLAZER FRESH | 87/076314 | 6/18/16 | 5,158,070 | 3/7/17 |
| GONOODLE | 86/786524 | 10/13/15 | 4,987,587 | 6/28/16 |
| GONOODLE | 86/709911 | 7/30/15 | 4,886,099 | 1/12/16 |
| GONOODLE | 86/709907 | 7/30/15 | 4,886,098 | 1/12/16 |
| GONOODLE | 86/709904 | 7/30/15 | 4,886,097 | 1/12/16 |
| GONOODLE | 86/709890 | 7/30/15 | 4,886,096 | 1/12/16 |
| GONOODLE | 86/709872 | 7/30/15 | 4,886,095 | 1/12/16 |
| GONOODLE | 86/709868 | 7/30/15 | 4,886,094 | 1/12/16 |
| GONOODLE | 86/709849 | 7/30/15 | 4,886,093 | 1/12/16 |
| GONOODLE | 86/709840 | 7/30/15 | 4,886,092 | 1/12/16 |
| GONOODLE | 85/647395 | 6/8/12 | 4,314,836 | 4/2/13 |
|  | 85/608700 | 4/26/12 | 4,286,918 | 2/5/13 |
| HEALTHTEACHER | 77/222056 | 7/4/07 | 3,388,591 | 2/26/08 |
| HEALTHTEACHER | 75/931240 | 2/29/00 | 2,468,591 | 7/10/01 |