

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616630

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TrueFire, LLC		12/24/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Mercantile Bank		
<b>Street Address:</b>	949 South Coast Drive		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	Commercial Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5401707	MUSICIANS.FISH	
<b>Registration Number:</b>	5412056	RIFF A TRUEFIRE JOURNAL	
<b>Registration Number:</b>	3034407	TRUEFIRE	
<b>Registration Number:</b>	5097207	TRUEFIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	12/24/2020		
<b>Total Attachments: 4</b>			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2020, by and among TrueFire, LLC, a Florida limited liability company (the “**Grantor**”), in favor of Pacific Mercantile Bank (the “**Lender**”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Loan and Security Agreement, dated as of even date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**LSA**”), in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the LSA, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LSA and used herein have the meaning given to them in the LSA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Lender a lien on and security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto;
- B. all proceeds of any and all of the foregoing; and
- C. all rights to sue for past, present or future infringements thereof.

SECTION 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the LSA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the LSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the LSA, the provisions of the LSA shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the LSA, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TRUEFIRE, LLC, as Grantor

By: 


Name: Bart Chinnici

Title: Secretary and Treasurer

Accepted and Agreed:

**PACIFIC MERCANTILE BANK,**  
as Lender

By: \_\_\_\_\_


  
Name: James Lee  
Title: SUP

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007146 FRAME: 0483**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MUSICIANS.FISH	5401707	2/13/2018
<small>A TRUEFIRE JOURNAL</small> 	5412056	2/27/2018
TRUEFIRE	3034407	12/27/05
TRUEFIRE	5097207	12/6/16

**Trademark Applications:**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
None		