

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM625680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSE Markets, Inc. DBA Rally Rd.		11/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Upper90 Capital Management, LP, as Agent		
Street Address:	114 West 26th Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5618017		
Registration Number:	5601938	R	
Registration Number:	5514521	RALLY RD.	
Serial Number:	90080187	RALLY	
Serial Number:	90080179	RALLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	02/10/2021		
Total Attachments: 7			
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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of November 24, 2020, by RSE MARKETS, INC., a Delaware corporation (d/b/a Rally Rd.) (“Grantor”), in favor of UPPER90 CAPITAL MANAGEMENT, LP (the “Agent”).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Security and Pledge Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations (as defined in the Security Agreement), granted to the Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest, Etc.** As collateral security for the Obligations, the Grantor hereby grants to the Agent a security interest (“Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Collectible (collectively, the “Intellectual Property Collateral”):

(i) (a) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule A hereto, and (b) all provisionals, reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein;

(ii) All copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;

(iii) (a) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule C hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such

goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable United States federal law.

2. **Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the U.S. Copyright Office and any other applicable government officer to record this Agreement.

3. **Release of Security Interest.** In connection with the termination of the Loan Documents or Payment in Full, Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents that the Grantor shall reasonably request to evidence such termination to release.

4. **Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Note, the provisions of the Note shall govern.

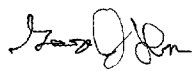
5. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES).

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

RSE MARKETS, INC. (DBA Rally Rd.)

By: 

Name: George Leimer

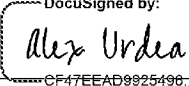
Title: Chief Executive Officer

[Signature Page to Patent, Copyright and Trademark Security Agreement]

TRADEMARK
REEL: 007188 FRAME: 0628

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

UPPER90 CAPITAL MANAGEMENT, LP, as Agent

By:  DocuSigned by:
Name: Alex Urdea
Title: Chief Investment Officer

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

None

SCHEDULE B

COPYRIGHTS

None

SCHEDULE C

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
USPTO	Three Lines Logo	87215810	n/a	5,618,017	11/27/2018
USPTO	R. Logo	87215320	n/a	5,601,938	11/6/2018
USPTO	RALLY RD.	87215312	n/a	5,514,521	7/10/2018
USPTO	Rally Logo	90080187	07/29/2020		
USPTO	RALLY	90080179	07/29/2020		