

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHISTLE SPORTS, INC.		12/23/2022	Corporation: DELAWARE
VERTICAL NETWORKS US LLC		12/23/2022	Limited Liability Company: DELAWARE
NEW FORM DIGITAL, LLC		12/23/2022	Limited Liability Company: DELAWARE
PALOMINO MEDIA GROUP, LLC		12/23/2022	Limited Liability Company: NORTH CAROLINA
NEW FORM PRODUCTIONS, LLC		12/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC		
Street Address:	9 W Broad Street, 5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5243785	BROTHER	
Registration Number:	5440948	BROTHER	
Registration Number:	5243784	BROTHER MEDIA	
Registration Number:	5065440	W	
Serial Number:	97259723	TEAM WHISTLE	
Registration Number:	5116199	THEFC	
Registration Number:	5074455		
Registration Number:	4702141	W THE WHISTLE	
Registration Number:	4702140	WHISTLE	
Registration Number:	5060641	WHISTLE SPORTS	
Registration Number:	5297725	NEW FORM	
Registration Number:	5848554	PALOMINO MEDIA GROUP	
Registration Number:	5988041	MINDSY	

OP \$365.00 5243785

Property Type	Number	Word Mark
Registration Number:	5525885	PHONE SWAP

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803566

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Samantha Alfano
SIGNATURE:	/Samantha Alfano/
DATE SIGNED:	12/28/2022

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
WHISTLE SPORTS, INC.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :
Execution Date(s) December 23, 2022

Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: SIENA LENDING GROUP LLC

Street Address: 9 W Broad Street, 5th Floor

City: Stamford

State: CT

Country: USA Zip: 06902

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Attached Schedule A

B. Trademark Registration No.(s)
See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Samantha Alfano

Internal Address: _____

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3646

Docket Number: _____

Email Address: salfano@otterbourg.com

6. Total number of applications and registrations involved: 14


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  December 27, 2022

Signature Date

Samantha Alfano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES

VERTICAL NETWORKS US LLC, a Delaware limited liability company

NEW FORM DIGITAL, LLC, a Delaware limited liability company

PALOMINO MEDIA GROUP, LLC, a North Carolina limited liability company

NEW FORM PRODUCTIONS, LLC, a Delaware limited liability company

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of December 23, 2022 by the undersigned grantors (collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

W I T N E S S E T H

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of each Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired registered trademarks and copyrights, together with the goodwill of the business symbolized by such Grantor's registered trademarks and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and copyright listed on Schedule 1 annexed hereto, (such trademarks and copyrights, the "Trademarks" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Copyright, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Copyrights listed on Schedule I attached hereto constitute all trademarks and copyrights owned or, registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks and Copyrights, in which case Lender may, at Lender's option, be

joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

WHISTLE SPORTS, INC.

By: _____
Name: Michael Cohen
Title: Chief Executive Officer

VERTICAL NETWORKS US LLC

By: _____
Name: John J. West, Jr.
Title: Manager

NEW FORM DIGITAL, LLC

By: _____
Name: John J. West, Jr.
Title: Manager

PALOMINO MEDIA GROUP, LLC

By: _____
Name: John J. West, Jr.
Title: Manager

NEW FORM PRODUCTIONS, LLC

By: _____
Name: John J. West, Jr.
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

WHISTLE SPORTS, INC.

By: _____
Name: Michael Cohen
Title: Chief Executive Officer

VERTICAL NETWORKS US LLC

By: _____
Name: John J. West, Jr.
Title: Manager

NEW FORM DIGITAL, LLC

By: _____
Name: John J. West, Jr.
Title: Manager

PALOMINO MEDIA GROUP, LLC

By: _____
Name: John J. West, Jr.
Title: Manager

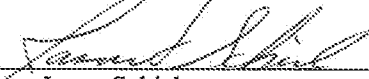
NEW FORM PRODUCTIONS, LLC


By: _____
Name: John J. West, Jr.
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: Jason Schick
Title: Authorized Signatory

By: 
Name: Steven Sanicola
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Trademarks and Trademark Licenses

Grantor: Whistle Sports, Inc.

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
BROTHER	86839482	12/04/2015	5243785	07/18/2017
BROTHER	UK00003138520	11/30/2015	UK00003138520	09/23/2016
BROTHER & Design	15347404	04/18/2016	15347404	08/25/2016
BROTHER & Design	UK00915347404	04/18/2016	UK00915347404	08/25/2016
BROTHER logo	87057920	06/02/2016	5440948	04/10/2018
BROTHER MEDIA	UK00003138524	11/30/2015	UK00003138524	09/23/2016
BROTHER MEDIA	86839443	12/04/2015	5243784	07/18/2017
BULLSEYE W Logo	86705817	07/27/2015	5065440	10/18/2016
BULLSEYE W Logo	1740002	07/31/2015	TMA994788	04/18/2018
BULLSEYE W Logo	014424238	07/29/2015	014424238	12/15/2015
BULLSEYE W Logo	UK00914424238	07/29/2015	UK00914424238	12/15/2015
TEAM WHISTLE	97259723	02/09/2022		
TEAM WHISTLE	018745110	08/08/2022		
TEAM WHISTLE	UK00003817748	08/08/2022		
THE WHISTLE	1204777	12/18/2013	1204777	12/18/2013
THE WHISTLE	UK00801204777	12/18/2013	UK00801204777	12/18/2013
THEFC	86704325	07/24/2015	5116199	01/03/2017
THEFC	1740000	07/31/2015	TMA992585	03/16/2018
THEFC	014418206	07/28/2015	014418206	07/28/2015
THEFC	UK00914418206	07/28/2015	UK00914418206	07/28/2015
THEFC Logo	86704279	07/24/2015	5074455	11/01/2016
THEFC Logo	1739999	07/31/2015	TMA994787	04/18/2018
THEFC Logo	014418214	07/28/2015	014418214	07/28/2015
THEFC Logo	UK00914418214	07/28/2015	UK00914418214	07/28/2015
W THE WHISTLE Logo	85962963	06/18/2013	4702141	03/17/2015
WHISTLE	85962937	06/18/2013	4702140	03/17/2015

WHISTLE SPORTS	86705682	07/27/2015	5060641	10/11/2016
WHISTLE SPORTS	1740001	07/31/2015	TMAA992584	03/16/2018
WHISTLE SPORTS	014424221	07/29/2015	014424221	07/29/2015
WHISTLE SPORTS	UK00914424221	07/29/2015	UK00914424221	07/29/2015

Grantor: New Form Digital, LLC

Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
NEW FORM	87093589	07/05/2016	5297725	09/26/2017

Grantor: Palomino Media Group, LLC

Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
PALOMINO MEDIA GROUP	88024928	07/03/2018	5848554	09/03/2019

Grantor: Vertical Networks US LLC

Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
MINDSY	88330479	03/07/2019	5988041	2/18/2020
PHONE SWAP	87446746	05/11/2017	5525885	07/24/2018
PHONE SWAP	018003607	12/21/2018	018003607	06/04/2019
PHONE SWAP	UK00918003607	12/21/2018	UK00918003607	06/04/2019
PHONE SWAP	1937560	12/20/2018	TMAA1122929	03/14/2022
PHONE SWAP	UK00003362664	12/21/2018	UK00003362664	03/15/2019

(b) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number or Application Number
New Form Productions, LLC	Shitty Boyfriends, Eps 1-8	03/02/2016	PAu-3-797-423/V9976D543
New Form Productions, LLC	Replay (Fka Do Over) Eps 1-12	01/11/2016 (application date)	1-3024997301 (application number)
New Form Productions, LLC	Party Girl, Eps 1-9	11/20/2015 (application date)	1-2895258461 (application number)
New Form Productions, LLC	Miss Earth, Eps 1-12	01/26/2016 (application date)	1-3064013641 (application number)
FOMO Entertainment LLC	I Ship It	12/03/2015 (application date)	1-2929265573 (application number)
Vertical Networks US LLC	How to not be a dick: And other essential truths about work, sex, love- and everything else that matters / Reg. TX876540	11/15/2019	V9975D657