

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adrenaline, LLC		05/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Caltius Partners V, LP		
Street Address:	11766 Wilshire Blvd., Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86132683	ADRENALINE	
Registration Number:	4839250	ADRENALINE	
Registration Number:	5126624	ADRENALINE	
Registration Number:	5126625	ADRENALINE	
Registration Number:	5446513	ADRENALINE MANAGEMENT PLATFORM	
Serial Number:	97039795	ADRENALINE CONNECTED INTELLIGENCE	
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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	06/01/2023		
Total Attachments: 5			

OP \$165.00 86132683

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of May 12, 2023 (“Agreement”), by and among ADRENALINE, LLC, a Delaware limited liability company (together with its successors and assigns, collectively, the “Assignors” and each an “Assignor”), ADRENALINE C CORP., a Delaware corporation (“C Corp”), ADRENALINE HOLDCO, LLC, a Delaware limited liability company (“Holdco”), ADRENALINE CANADA HOLDCO, INC., a Delaware corporation (“Canada Holdco”); and, collectively with the Assignor, C Corp, and Holdco, the “Borrowers”) and CALTIUS PARTNERS V, LP, as agent for the Holders under the Investment Agreement (together with its successors and assigns in such capacity, the “Secured Party”):

RECITALS:

(1) This Agreement is made pursuant to the Investment Agreement, dated as of May 12, 2023 (as amended, restated or otherwise modified from time to time, the “Investment Agreement”), among the Borrowers, the holders from time to time party thereto (“Holders”), and Secured Party.

(2) In connection with the Investment Agreement, each Borrower is a party to a Pledge and Security Agreement, dated as of May 12, 2023 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the other grantors named therein, the Holders, and the Secured Party, pursuant to which each Borrower has granted to the Secured Party for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Investment Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

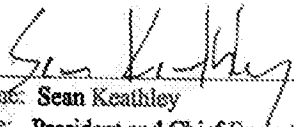
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR:

ADRENALINE, LLC

By: 
Name: Sean Keathley
Title: President and Chief Executive Officer

(Signature Page to Collateral Assignment of Trademarks)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR:

ADRENALINE, LLC

By: _____

Name: Sean Keathley

Title: President and Chief Executive Officer

Accepted and acknowledged by:

CALTUS PARTNERS V, LP,
as Secured Party

By: GPM V, LP, its general partner

By: UGPM V, LLC, its general partner

By:  _____

Name: Gavin Bates

Title: Managing Director

(Signature Page to Collateral Assignment of Trademarks)

Schedule A
to Collateral Assignment of
Trademarks

Mark	Country	Application No. and/o Registration Number	Application Filing Date and/or Registration Date
ADRENALINE -branding management services, namely, consulting, development, and management of brands for businesses and /or individuals	United States	Application: 86/132,683	Application: December 2, 2013
		Registration: 5,130,992	Registration: January 31, 2017
ADRENALINE -design of specialty commercial interior and exterior environmental settings, namely, space planning, lighting design, furniture selection, display design and placement, signage design and placement, and kiosk design and placement	United States	Application: 86/207,508	Application: February 28, 2014
		Registration: 4,839,250	Registration: October 27, 2015
ADRENALINE -packaging design for others, website design for others	United States	Application: 86/207,339	Application: February 28, 2014
		Registration: 5,126,624	Registration: January 24, 2017
ADRENALINE -installation of audio-visual displays for advertising, promotional, or marketing purposes	United States	Application: 86/207,474	Application: February 28, 2014
		Registration: 5,126,625	Registration: January 24, 2017
ADRENALINE MANAGEMENT PLATFORM	United States	Application: 87/514,745	Application: July 3, 2017
		Registration: 5,446,513	Registration: April 17, 2018
ADRENALINE CONNECTED INTELLIGENCE	United States	Serial Number: 97039795	Filed September 22, 2021; will be published for opposition on 5/23/23 [Registration in Process]