

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367807

| | | | |
|-----------------------------------|--------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Reloaded Games, Inc. | | 12/31/2015 | CORPORATION: CALIFORNIA |
| Reloaded Productions, Inc. | | 12/31/2015 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Structural Capital Investments I, LP | | |
| Street Address: | 3555 Alameda De Las Pulgas | | |
| Internal Address: | Suite 206 | | |
| City: | Menlo Park | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94025 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3150269 | FREE2PLAY | |
| Registration Number: | 3220791 | GAMERSFIRST | |
| Registration Number: | 3242408 | WINSTER | |
| Registration Number: | 4646794 | SUPER NODE DELIVERY | |
| Registration Number: | 3711202 | G GAMERSFIRST | |
| Registration Number: | 4446497 | GAMERSFIRST LIVE! | |
| Registration Number: | 4463513 | ARMAS | |
| Registration Number: | 4800008 | RELOADED GAMES | |
| Registration Number: | 4822565 | RELOADED TECHNOLOGIES | |
| Registration Number: | 3600160 | ALL POINTS BULLETIN | |
| Registration Number: | 3600315 | ALL POINTS BULLETIN | |
| Registration Number: | 3600314 | APB | |
| Registration Number: | 3592998 | APB | |
| Registration Number: | 4262023 | APB RELOADED | |
| Registration Number: | 4262022 | APB RELOADED | |
| Registration Number: | 4760497 | APB | |
| Registration Number: | 4760498 | ALL POINTS BULLETIN | |

OP \$590.00 3150269

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 4804581 | APB RETRIBUTION |
| Registration Number: | 4660408 | ZOMBIES VS ZOMBIES |
| Registration Number: | 4444697 | ARMAS |
| Registration Number: | 4743763 | FALLEN EARTH |
| Serial Number: | 85308729 | RELOADED PRODUCTIONS |
| Serial Number: | 86038328 | APB RETRIBUTION |

CORRESPONDENCE DATA

Fax Number: 3104995922
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: 3104404100
Email: jpost@raineslaw.com
Correspondent Name: Jennifer A. Post
Address Line 1: 9720 Wilshire Blvd.
Address Line 2: 5th Floor
Address Line 4: Beverly Hills, CALIFORNIA 90212

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 2316-009 |
| NAME OF SUBMITTER: | Jennifer A. Post |
| SIGNATURE: | /Jennifer A. Post/ |
| DATE SIGNED: | 01/04/2016 |

Total Attachments: 11
source=SharpMX7040N@raineslaw com_20160104_154542#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 31, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Structural Capital Investments I, LP, (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 31, 2015 (as the same may be amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement") between Reloaded Games, Inc. ("Borrower") and Lender, Lender has agreed to make Advances ("Loans") to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, certain US Subsidiaries of Borrower are required to execute and deliver a Guaranty and Security Agreement whereby such Subsidiaries are granting a Lien and security interest to Lender in the assets and properties of such Subsidiary.

WHEREAS, pursuant to the Loan Agreement, the Borrower and each of the other Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Lender to enter into the Loan Agreement, to induce Lender to make the Loans to Borrower thereunder which will substantially benefit each Grantor other than Borrower, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Lender as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. **Loan Agreement and Guaranty and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement or under the Guaranty and Security Agreement (as the case may be), and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender and Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty and Security Agreement, as applicable, 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 Agreement is deemed to conflict with the Loan Agreement or the Guaranty and Security Agreement, the provisions of the Loan Agreement or the Guaranty and Security Agreement, shall control unless Lender shall otherwise determine.

4. **Termination.** Upon the payment in full of the Obligations, the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Lender shall, at Borrower's request and expense, execute, acknowledge, and deliver to the Grantors one or more instruments in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

5. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

7. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** California law governs the Loan Documents without regard to principles of conflicts of law. Grantors and Lender each submit to the exclusive jurisdiction of the State and Federal courts in San Mateo County, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Lender. Grantors expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and each Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in, or subsequently provided by Grantors in accordance with, Section 11 of the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantors' actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

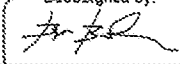
(b) **Waiver of Jury Trial; Judicial Reference. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTORS AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER**

INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL. If the jury waiver set forth in this Section is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement or any of the transactions contemplated herein shall be settled by judicial reference pursuant to California Code of Civil Procedure Section 638 et seq., before a referee sitting without a jury, such referee to be mutually acceptable or, if none, then selected by the Presiding Judge of the California Superior Court for San Mateo County. This section shall not restrict the exercise of any non-judicial rights or remedies pursuant to applicable law.

[SIGNATURE PAGE FOLLOWS]

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

RELOADED GAMES, INC.,
a California corporation, as Grantor

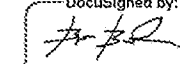
DocuSigned by:

By: _____
Name: Bjorn Book-Larsson
Title: CEO

RELOADED PRODUCTIONS, INC.,
a California corporation, as Grantor

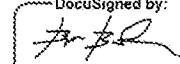
DocuSigned by:

By: _____
Name: Bjorn Book-Larsson
Title: CEO

FALLEN EARTH RELOADED, INC.,
a California corporation, as Grantor

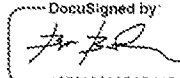
DocuSigned by:

By: _____
Name: Bjorn Book-Larsson
Title: CEO

HAILAN RISING, INC.,
a California corporation, as Grantor

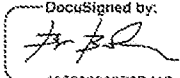
DocuSigned by:

By: _____
Name: Bjorn Book-Larsson
Title: CEO

[SIGNATURES CONTINUED ON NEXT PAGE]

RELOADED TECHNOLOGIES, INC.,
a California corporation, as Grantor

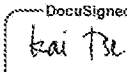
By: 
Name: Bjorn Book-Larsson
Title: CEO

PANDO NETWORKS CA, INC.,
a California corporation, as Grantor

By: 
Name: Bjorn Book-Larsson
Title: CEO

STRUCTURAL CAPITAL INVESTMENTS I, LP,
a Delaware limited partnership, as Lender

By: **STRUCTURAL CAPITAL MANAGEMENT
GP, II, LLC,**
Its General Partner

By: 
Name: Kai Tse
Title: Managing Member

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents, Patent Applications and Patent Licenses: none.

Copyrights, Copyright Registrations and Copyright Licenses: none other than common law copyrights which exist with respect to software created by Grantors.

Trademarks:

| Trademark | App. No. | Reg. No. | Jurisdiction | Registration/Filing Date | Currently Listed Owner |
|----------------------|-------------------|------------------|----------------|--------------------------|----------------------------|
| APB | 2011724935 | 469671 | Russia | 8/29/12 | Reloaded Productions, Inc. |
| APB RELOADED | 2011424936 | 468099 | Russia | 8/13/12 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | 2011724934 | 469670 | Russia | 8/29/12 | Reloaded Productions, Inc. |
| FREE2PLAY | <u>78/779,650</u> | <u>3,150,269</u> | United States | 9/26/06 | Reloaded Games, Inc. |
| ALL POINTS BULLETIN | 2005-016215 | 4922734 | Japan | 1/20/06 | Real Time Worlds, Ltd.* |
| RELOADED PRODUCTIONS | <u>85/308,729</u> | | United States | 4/29/11 | Reloaded Productions, Inc. |
| APB RETRIBUTION | <u>86/038,328</u> | | United States | 8/14/13 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>01199770</u> | <u>01199770</u> | Taiwan | 3/16/06 | Reloaded Productions, Inc. |
| GAMERSFIRST | <u>78/737,560</u> | <u>3,220,791</u> | United States | 3/20/07 | Reloaded Games, Inc. |
| ALL POINTS BULLETIN | <u>005011002</u> | <u>005011002</u> | European Union | 4/10/07 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>78/560,204</u> | <u>3,600,160</u> | United States | 3/31/09 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>78/810,601</u> | <u>3,600,315</u> | United States | 3/31/09 | Reloaded Productions, Inc. |

| Trademark | App. No. | Reg. No. | Jurisdiction | Registration/Filing Date | Currently Listed Owner |
|---------------------|-------------------|------------------|----------------|--------------------------|----------------------------|
| APB | <u>78/810,599</u> | <u>3,600,314</u> | United States | 3/31/09 | Reloaded Productions, Inc. |
| APB | <u>78/560,167</u> | <u>3,592,998</u> | United States | 3/17/09 | Reloaded Productions, Inc. |
| APB | 2005-016214 | 4943588 | Japan | 4/7/06 | Real Time Worlds, Ltd. * |
| ALL POINTS BULLETIN | 40-2005-0008251 | 659362 | Korea | 4/20/06 | Reloaded Productions, Inc. |
| APB | 2005-0054349 | 671723 | Korea | 7/25/06 | Reloaded Productions, Inc. |
| APB | 2005-0006123 | 660251 | Korea | 4/27/06 | Reloaded Productions, Inc. |
| WINSTER | <u>78/937,382</u> | <u>3,242,408</u> | United States | 5/15/07 | Reloaded Games, Inc. |
| APB | 200500970 | 235921 | Norway | 10/30/06 | Real Time Worlds, Ltd. * |
| ALL POINTS BULLETIN | 41-2006-0008486 | 150229 | Korea | 6/20/07 | Reloaded Productions, Inc. |
| APB | 41-2006-0008485 | 153507 | Korea | 8/22/07 | Reloaded Productions, Inc. |
| APB RELOADED | <u>85/307,594</u> | <u>4,262,023</u> | United States | 12/18/12 | Reloaded Productions, Inc. |
| APB RELOADED | <u>85/307,583</u> | <u>4,262,022</u> | United States | 12/18/12 | Reloaded Productions, Inc. |
| APB | 4518698 | 4518698 | China | 1/14/08 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | 4518699 | 4518699 | China | 1/28/08 | Reloaded Productions, Inc. |
| APB | <u>007033467</u> | <u>007033467</u> | European Union | 8/26/09 | Reloaded Productions, Inc. |
| SUPER NODE DELIVERY | <u>85/940,881</u> | <u>4,646,794</u> | United States | 11/25/14 | Reloaded Games, Inc. |

| Trademark | App. No. | Reg. No. | Jurisdiction | Registration/Filing Date | Currently Listed Owner |
|------------------------|-------------------|------------------|----------------|--------------------------|----------------------------|
| G GAMERSFIRST & Design | <u>77/595,355</u> | <u>3,711,202</u> | United States | 11/17/09 | Reloaded Games, Inc. |
| ARMAS | <u>85/663,467</u> | <u>4,444,697</u> | United States | 12/3/13 | Reloaded Games, Inc. |
| GAMERSFIRST LIVE! | <u>85/795,604</u> | <u>4,446,497</u> | United States | 12/10/13 | Reloaded Games, Inc. |
| ARMAS | <u>85/664,060</u> | <u>4,463,513</u> | United States | 1/7/14 | Reloaded Games, Inc. |
| ZOMBIES VS ZOMBIES | <u>85/938,949</u> | <u>4,660,408</u> | United States | 12/23/14 | Reloaded Productions, Inc. |
| ETERNAL ADVENTURE | <u>008966483</u> | <u>008966483</u> | European Union | 9/14/10 | K2 Network, Inc. |
| GAMERATI | <u>009015421</u> | <u>009015421</u> | European Union | 9/27/10 | K2 Network, Inc. |
| KINGONLINE | <u>009091778</u> | <u>009091778</u> | European Union | 9/27/10 | K2 Network, Inc. |
| FALLEN EARTH | <u>86/485,194</u> | <u>4,743,763</u> | United States | 5/26/15 | Reloaded Games, Inc. |
| AVENTURA ETERNA | <u>1094807</u> | <u>1177249</u> | Mexico | 8/31/10 | K2 Network, Inc. |
| ETERNAL ADVENTURE | <u>1094805</u> | <u>1,231,423</u> | Mexico | 8/5/11 | K2 Network, Inc. |
| APB | <u>85/307,584</u> | <u>4,760,497</u> | United States | 6/23/15 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>85/307,592</u> | <u>4,760,498</u> | United States | 6/23/15 | Reloaded Productions, Inc. |
| RELOADED GAMES | <u>85/610,842</u> | <u>4,800,008</u> | United States | 8/25/15 | Reloaded Games, Inc. |
| APB RETRIBUTION | <u>86/038,324</u> | <u>4,804,581</u> | United States | 9/1/15 | Reloaded Productions, Inc. |

| Trademark | App. No. | Reg. No. | Jurisdiction | Registration/Filing Date | Currently Listed Owner |
|-----------------------|-------------------|------------------|---------------------------|--------------------------|----------------------------|
| AVENTURA ETERNA | 4253622 | 63341 | Peru | 9/3/10 | K2 Network, Inc. |
| HUKUMDAR | <u>009369786</u> | <u>009369786</u> | European Union | 2/25/11 | K2 Network, Inc. |
| RELOADED TECHNOLOGIES | <u>85/940.184</u> | <u>4.822.565</u> | United States | 9/29/15 | Reloaded Games, Inc. |
| APB RELOADED | <u>009515768</u> | <u>009515768</u> | European Union | 5/2/11 | Reloaded Productions, Inc. |
| APB | <u>201072658</u> | <u>201072658</u> | Turkey | 1/7/13 | Reloaded Productions, Inc. |
| APB RELOADED | <u>201072620</u> | <u>201072620</u> | Turkey | 1/7/13 | Reloaded Productions, Inc. |
| RELOADED PRODUCTIONS | <u>009518101</u> | <u>009518101</u> | European Union | 5/2/11 | Reloaded Productions, Inc. |
| RELOADED PRODUCTIONS | <u>201072680</u> | <u>201072680</u> | Turkey | 12/23/11 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>201072668</u> | <u>201072668</u> | Turkey | 1/4/12 | Reloaded Productions, Inc. |
| AVENTURA ETERNA | <u>911761</u> | <u>908591</u> | Chile | 1/25/11 | K2 Network, Inc. |
| AVENTURA ETERNA | 230463 | 132311 | Ecuador | 5/17/11 | K2 Network, Inc. |
| AVENTURA ETERNA | <u>3008744</u> | <u>2439914</u> | Argentina | 5/20/11 | K2 Network, Inc. |
| APB CLANWARFARE | <u>10019412</u> | <u>10019412</u> | European Union | 10/13/11 | Reloaded Productions, Inc. |
| APB VENDETTA | <u>011321841</u> | <u>011321841</u> | European Union | 3/20/13 | Reloaded Productions, Inc. |
| APB RETRIBUTION | <u>012111506</u> | <u>012111506</u> | European Union | 1/28/14 | Reloaded Productions, Inc. |
| APB RETRIBUTION | <u>A0040814</u> | <u>1221105</u> | Russian Federation (WIPO) | 2/14/14 | Reloaded Productions, Inc. |

| Trademark | App. No. | Reg. No. | Jurisdiction | Registration/Filing Date | Currently Listed Owner |
|---------------------|-------------------|------------------|----------------|--------------------------|----------------------------|
| APB | <u>724549</u> | <u>724549</u> | New Zealand | 1/31/05 | Reloaded Productions, Inc. |
| APB | <u>50836/2005</u> | <u>532360</u> | Switzerland | 2/2/05 | Reloaded Productions, Inc. |
| APB | <u>004278891</u> | <u>004278891</u> | European Union | 2/10/05 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>004278883</u> | <u>004278883</u> | European Union | 2/10/05 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>1042971</u> | <u>1042971</u> | Australia | 2/23/05 | Reloaded Productions, Inc. |
| APB | <u>1042983</u> | <u>1042983</u> | Australia | 2/23/05 | Reloaded Productions, Inc. |
| APB | 581844 | TM271937 | Thailand | 2/16/05 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>584413</u> | <u>TM235981</u> | Thailand | 3/15/05 | Reloaded Productions, Inc. |
| APB | <u>01177379</u> | <u>01177379</u> | Taiwan | 10/16/05 | Reloaded Productions, Inc. |
| APB | <u>1247561</u> | <u>TMA805043</u> | Canada | 8/23/11 | Reloaded Productions, Inc. |
| ALL POINTS BULLETIN | <u>1247562</u> | <u>TMA812898</u> | Canada | 11/29/11 | Reloaded Productions, Inc. |

* Borrower acquired the intellectual property of Realtime Worlds, Ltd. ("*RTW*") related to APB in an administrative proceeding governed by Scottish law and concurrently therewith assigned such intellectual property to Reloaded Productions. Reloaded Productions is attempting to record the assignment in its favor for three (3) trademark registrations currently in RTW's name, but may not be able to do so according to local counsel. If Reloaded Productions is unable to record the assignment and, therefore, unable to maintain the registration, it will reapply for the affected mark in its own name.

Material Licenses:

1. Exclusive Publishing and Distribution Agreement dated April 22, 2009, by and between Hoplon Infotainment S.A. and K2 Network (which was assumed by Reloaded Games, Inc.) for the development, distribution and marketing of APB: Reloaded on PC for the territory of Brazil.
2. Exclusive License and Distribution Agreement between the Reloaded Productions, Inc. and Innova Intellectual Properties SARL, as amended by that certain Amendment No. 1 with an effective date of September 30, 2015, for the development, distribution and marketing of APB: Reloaded on PC for the territories of Russia, Armenia, Azerbaijan, Belarus (Byelorussia), Georgia, Kazakhstan,

Kyrgyzstan, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and the following territories with limited status: Abkhazia and South Ossetia.

3. Binding Term Sheet dated May 13, 2014, by and between Reloaded Games, Inc., Reloaded Productions, Inc. and Koch Media GmbH for the development, distribution and marketing of APB: Reloaded on XboxOne and PlayStation4 on a worldwide basis. Such Term Sheet is being replaced by an Exclusive Publishing Agreement which has been finalized and is in signature process.
4. Valve/Steam License Agreement.
5. Reloaded Games, Inc. (and/or its Affiliates) license game engines as well as anti-hacking solutions from a number of third parties for the development, operation and security of its games.