

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOOT CRATE, INC.		01/26/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 EAST HAMILTON AVENUE, SUITE 100		
City:	CAMPBELL		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	86861581	LOOT GAMING	
Serial Number:	86861577	LOOT GAMING	
Serial Number:	86861575	LOOT GAMING	
Serial Number:	86861572	LOOT GAMING	
Serial Number:	86861568	LOOT GAMING	
Serial Number:	86861561	LOOT GAMING	
Serial Number:	86861555	LOOT GAMING	
Serial Number:	86852875	LVL UP+	
Serial Number:	86852871	LVL UP+	
Serial Number:	86852869	LVL UP+	
Serial Number:	86852866	LVL UP+	
Serial Number:	86852864	LVL UP+	
Serial Number:	86852861	LVL UP+	
Serial Number:	86852857	LVL UP+	
Serial Number:	86819276	LOOT ANIME	
Serial Number:	86819269	LOOT ANIME	
Serial Number:	86819265	LOOT ANIME	
Serial Number:	86819257	LOOT ANIME	
Serial Number:	86819251	LOOT ANIME	

OP \$965.00 86861581

Property Type	Number	Word Mark
Serial Number:	86819248	LOOT ANIME
Serial Number:	86819244	LOOT ANIME
Serial Number:	86808374	LOOT PETS
Serial Number:	86808373	LOOT PETS
Serial Number:	86808360	LOOT PETS
Serial Number:	86808357	LOOT PETS
Serial Number:	86808353	LOOT PETS
Serial Number:	86808347	LOOT PETS
Serial Number:	86808343	LOOT PETS
Serial Number:	86808338	LOOT PETS
Serial Number:	86471727	LOOT CRATE
Serial Number:	86774099	LEVEL UP
Serial Number:	86774093	LEVEL UP
Serial Number:	86774081	LEVEL UP
Serial Number:	86774071	LEVEL UP
Serial Number:	86774061	LEVEL UP
Serial Number:	86774053	LEVEL UP
Serial Number:	86774045	LEVEL UP
Serial Number:	86471731	LOOT CRATE

CORRESPONDENCE DATA

Fax Number: 6506440520

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 Middlefield Rd., #215

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	3-1037
NAME OF SUBMITTER:	PATTY CHENG
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	01/27/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 26, 2016 by and between Loot Crate, Inc., a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure the Obligations, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

3401 Pasadena Ave.
Los Angeles, CA 90031
Attn: Chris Davis, CEO; Eric Chan, CFO

BORROWER:

Loof Crato, Inc.

By: 

Name: CHRIS DAVIS

Title: CEO

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

3401 Pasadena Ave.
Los Angeles, CA 90031
Attn: Chris Davis, CEO; Eric Chan, CFO

Loot Crate, Inc.

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

Montage Capital II, L.P.

By: _____

Name: *Eric Gonzales*

Title: *Managing Director*

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
LOOT GAMING	86861581		12/30/15
LOOT GAMING	86861577		12/30/15
LOOT GAMING	86861575		12/30/15
LOOT GAMING	86861572		12/30/15
LOOT GAMING	86861568		12/30/15
LOOT GAMING	86861561		12/30/15
LOOT GAMING	86861555		12/30/15
LVL UP+	86852875		12/17/15
LVL UP+	86852871		12/17/15
LVL UP+	86852869		12/17/15
LVL UP+	86852866		12/17/15
LVL UP+	86852864		12/17/15
LVL UP+	86852861		12/17/15
LVL UP+	86852857		12/17/15
LOOT ANIME	86819276		11/13/15
LOOT ANIME	86819269		11/13/15
LOOT ANIME	86819265		11/13/15
LOOT ANIME	86819257		11/13/15
LOOT ANIME	86819251		11/13/15
LOOT ANIME	86819248		11/13/15
LOOT ANIME	86819244		11/13/15
LOOT PETS	86808374		11/3/15
LOOT PETS	86808373		11/3/15
LOOT PETS	86808360		11/3/15
LOOT PETS	86808357		11/3/15
LOOT PETS	86808353		11/3/15
LOOT PETS	86808347		11/3/15
LOOT PETS	86808343		11/3/15
LOOT PETS	86808338		11/3/15
LOOT CRATE	86471727		12/4/14
LEVEL UP	86774099		9/30/15
LEVEL UP	86774093		9/30/15
LEVEL UP	86774081		9/30/15
LEVEL UP	86774071		9/30/15
LEVEL UP	86774061		9/30/15
LEVEL UP	86774053		9/30/15
LEVEL UP	86774045		9/30/15
LOOT CRATE	86471731		12/4/14