

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Interest in United States Patent and Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loot Crate, Inc.		06/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Breakwater Credit Opportunities Fund, L.P., as Agent		
Street Address:	1999 Avenue of the Stars #3430		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86471727	LOOT CRATE	
Serial Number:	86471731	LOOT CRATE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5723		
Email:	carolyn.himmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Carolyn Himmelfarb		
SIGNATURE:	/Carolyn Himmelfarb/		
DATE SIGNED:	06/06/2016		
Total Attachments: 9			
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EXECUTION VERSION

ASSIGNMENT OF INTEREST IN UNITED STATES PATENT AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of June 1, 2016, is made between (i) LOOT CRATE, INC., a Delaware corporation ("Assignor"), and (ii) BREAKWATER CREDIT OPPORTUNITIES FUND, L.P., as Agent (on behalf of the Lenders) (the "Agent").

WHEREAS, Assignor, Agent and Lenders have entered into a Loan and Security Agreement, dated as of the date hereof (as at any time amended, modified or supplemented, the "Loan Agreement"), pursuant to which the Lenders agreed to provide financing to Assignor; and

WHEREAS, pursuant to the Loan Agreement, Assignor has granted to Agent (on behalf of itself and the Lenders) a security interest in all of Assignor's present and future assets, including the intellectual property identified below. To secure the full and complete payment of the Obligations and to supplement such security interest in such intellectual property pursuant to the Loan Agreement, Assignor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Loan Agreement.

2. Grant of Security Interest.

(a) As security for the payment and performance of the Obligations, each Assignor hereby grants, collaterally assigns and conveys to the Agent (on behalf of itself and the Lenders), a security interest in all of Assignor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Assignor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any license (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law) and federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and registrations as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Each Assignor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Loan Agreement.

3. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The rights and remedies of the Agent and the Lenders with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If any Assignor shall obtain rights to any new trademarks, any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. If applicable, within ten (10) business days of the delivery of the monthly Compliance Certificate listing the issuance of any new trademark registration to any Assignor or the acquisition or issuance of any trademark, patent or copyright registrations, Assignor shall execute such intellectual property agreements and other documents and take such other actions as Agent shall request in its sole discretion to perfect and maintain a first priority perfected interest in favor of Agent, on behalf of itself and the Lenders. Without limiting Assignor's obligation under this Section 4, Assignor authorizes the Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Agent, each Assignor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Assignor's compliance with this Agreement or to

enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Assignors.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Assignors, the Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of California, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Loan Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.


10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by Agent and the Assignors on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Loan Agreement, the provision contained in the Loan Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**LOOT CRATE, INC.,
a Delaware Corporation**

By: 
Name: Christopher Davis
Title: Chief Executive Officer

AGENT:

**BREAKWATER CREDIT OPPORTUNITIES
FUND, L.P.**

**By: BREAKWATER INVESTMENT
MANAGEMENT, LLC, its general partner**

By: 
Name: Saif Mansour
Title: Managing Partner

SCHEDULE A

Issued U.S. Patents of the Assignors

None.

Pending U.S. Patent Applications of the Assignors

None.

SCHEDULE B

U.S. Trademarks of the Assignors

None.

Foreign Trademarks of the Assignors

Mark	Application/Registration No.	Filing Date	Country
Level Up	1294775	11/24/2015	Australia
Loot Anime	1294776	11/24/2015	Australia
Loot Crate (illustration with words, letters and/or numbers)	1284118	4/17/2015	Australia
Loot Gaming	A0055720	1/7/2016	Australia
Loot Pets	A0054889	11/24/2015	Australia
LVL UP+ (stylized and/or with design)	A0055605	12/31/2015	Australia
Level Up	1294775	11/24/2015	China
Loot Anime	1294776	11/24/2015	China
Loot Crate	1269214	6/4/2015	China
Loot Crate (illustration with words, letters and/or numbers)	A0050821	6/4/2015	China
Loot Gaming	A0055720	1/7/2016	China
Loot Pets	A0054889	11/24/2015	China
LVL UP+ (stylized and/or with design)	A0055605	12/31/2015	China
Level Up	1294775	11/24/2015	Cuba
Loot Anime	1294776	11/24/2015	Cuba
Loot Crate	1269214	6/4/2015	Cuba
Loot Crate (illustration with words, letters and/or numbers)	1284118	4/17/2015	Cuba
Loot Gaming	A0055720	1/7/2016	Cuba
Loot Pets	A0054889	11/24/2015	Cuba
LVL UP+	A0055605	12/31/2015	Cuba

(stylized and/or with design)			
Level Up	1294775	11/24/2015	Japan
Loot Anime	1294776	11/24/2015	Japan
Loot Crate	1269214	6/4/2015	Japan
Loot Crate (illustration with words, letters and/or numbers)	A0050821	6/4/2015	Japan
Loot Gaming	A0055720	1/7/2016	Japan
Loot Pets	A0054889	11/24/2015	Japan
LVL UP+ (stylized and/or with design)	A0055605	12/31/2015	Japan
Level Up	1294775	11/24/2015	Korea
Loot Anime	1294776	11/24/2015	Korea
Loot Crate	1269214	6/4/2015	Korea
Loot Crate (illustration with words, letters and/or numbers)	A0050821	6/4/2015	Korea
Loot Gaming	A0055720	1/7/2016	Korea
Loot Pets	A0054889	11/24/2015	Korea
LVL UP+ (stylized and/or with design)	A0055605	12/31/2015	Korea
Level Up	1294775	11/24/2015	Mexico
Loot Anime	1294776	11/24/2015	Mexico
Loot Crate	1269214	6/4/2015	Mexico
Loot Crate (illustration with words, letters and/or numbers)	1284118	4/17/2015	Mexico
Level Up	1294775	11/24/2015	New Zealand
Loot Anime	1294776	11/24/2015	New Zealand

Pending U.S. Trademark Applications of the Assignors

Mark	Application/Registration No.	Filing Date	Country
Loot Crate	1724602	4/20/2015	Canada
Loot Crate (illustration with words, letters and/or numbers)	1724601	4/20/2015	Canada
Loot Crate	86/471,727	12/4/2014	USA
Loot Crate (illustration with words, letters and/or numbers)	86/471,731	12/4/2014	USA