

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395737

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
RESUBMIT DOCUMENT ID:	900375024		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREE International, Inc.		08/15/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GREE International Entertainment, Inc.		
Street Address:	185 Berry Street, Suite 590		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4555869	LEAGUE OF WAR	
Registration Number:	4357237	KNIGHT STORM	
Registration Number:	4237649	MUNKYFUN	
Registration Number:	4241501	BOUNTY BOTS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	66087-47		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	08/19/2016		

Total Attachments: 7

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SECURITY INTEREST ASSIGNMENT AGREEMENT

This Security Interest Assignment Agreement (this "Security Interest Assignment"), dated August 15, 2016, is executed by GREE International, Inc., a California corporation, as transferor, (the "Transferor Secured Party"), and GREE International Entertainment, Inc., a Delaware corporation, as transferee (the "Transferee Secured Party").

RECITALS

WHEREAS, MunkyFun, Inc., a Delaware corporation (the "Grantor"), and the Transferor Secured Party entered into the Security Agreement, dated January 23, 2015 (the "Security Agreement");

WHEREAS, in connection with the execution of the Security Agreement, the Grantor and the Transferor Secured Party entered into the Patent and Trademark Security Agreement dated January 23, 2015 (the "PT Security Agreement" and, together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Transferor Secured Party, a security interest in certain Collateral (as defined in the Security Agreements), including certain trademarks; and

WHEREAS, the Transferor Secured Party desire to contribute, and irrevocably transfer and assign, and the Transferee Secured Party desires to accept such contribution, transfer and assignment, all of the Transferor Secured Party's rights, title and interests in, to and under the Security Agreements, to be effected concurrently with the contribution, transfer and assignment under the Contribution Agreement, dated August 15, 2015, between the Transferor Secured Party and the Transferee Secured Party (the "Contribution Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferor Secured Party and the Transferee Secured Party agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

In this Security Interest Assignment, the following terms have the meanings set forth below:

"PT Security Interest" the security interest granted by the PT Security Agreement, which includes, among other things, a security interest in and to all of the Grantor's respective right, title and interest in, to and under:

- (a) All Patents and Patent Applications (as defined in the PT Security Agreement) listed on Schedule A hereto, including, without limitation, 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 reissues, continuations, continuations-in-part and renewals thereof; provided, that the security interest created by the PT Security Agreement shall specifically exclude “intent-to-use” patents at all times prior to the first use thereof, whether by actual use in commerce, the filing of a statement of use with the United States Patent and Trademark Office or otherwise;

- (b) all Trademarks (as defined in the PT Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedule B hereto, as recorded with the United States Patent and Trademark Office as reel 5449 and frame 0597, including, without limitation, 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 reissues, continuations, continuations-in-part and renewals thereof; provided, that the security interest created by the PT Security Agreement shall specifically exclude “intent-to-use” trademarks at all times prior to the first use thereof, whether by actual use in commerce, the filing of a statement of use with the United States Patent and Trademark Office or otherwise; and
- (c) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Capitalized terms used in this Security Interest Assignment shall have the meanings assigned to such terms in the Security Agreements, as applicable.

ARTICLE 2. ASSIGNMENT AND ASSUMPTION

1. The Transferor Secured Party hereby contributes, and irrevocably transfers and assigns the Security Agreements, together with all of its rights, title and interest on a worldwide basis, in, to and under the Security Agreements, and the Transferee Secured Party hereby accepts such contribution, transfer and assignment and assumes any executory obligations of the Transferor Secured Party under the Security Agreements (the “Assignment”).

2. The Transferee Secured Party may record this Assignment with the United States Patent and Trademark Office.

3. Except as herein expressly amended and supplemented, all of the terms and provisions of the Security Agreements shall continue in full force and effect and the same are hereby ratified and confirmed.

4. The provisions of this Assignment are binding upon, and inure to the benefit of, the successors and assigns of each of the Transferor Secured Party and the Transferee Secured Party, respectively.

5. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which when taken together constitutes one and the same instrument.


6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

[Signature Page Follows]

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

The TRANSFEROR SECURED PARTY:

GREE INTERNATIONAL, INC.,

By 

Name: Naoki Aoyagi

Title: President & Chief Executive Officer

The TRANSFEREE SECURED PARTY:

GREE INTERNATIONAL ENTERTAINMENT,
INC.

By: _____

Name: Jordi B. Covas

Title: President, Chief Executive Officer and Treasurer

[Signature Page to Security Interest Assignment Agreement]

TRADEMARK
REEL: 005859 FRAME: 0589

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

The TRANSFEROR SECURED PARTY:

GREE INTERNATIONAL, INC.,

By _____

Name: Naoki Aoyagi

Title: President & Chief Executive Officer

The TRANSFEREE SECURED PARTY:

GREE INTERNATIONAL ENTERTAINMENT,
INC.

By: _____

Name: Jordi B. Covas

Title: President, Chief Executive Officer and Treasurer

[Signature Page to Security Interest Assignment Agreement]

Schedule A

Issued U.S. Patents of Grantor

None.

Pending U.S. Patent Applications of Grantor

None.

Schedule B

U.S. Registered Trademarks of Grantor

<u>Registration #</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
4555869	June 24, 2014	November 13, 2013	MunkyFun Inc.	League of War
4357237	June 25, 2013	October 8, 2012	MunkyFun Inc.	Knight Storm
4237649	November 6, 2012	April 11, 2012	MunkyFun Inc.	Munkeyfun
4241501	November 13, 2012	March 30, 2012	MunkyFun Inc.	Bounty Bots

Pending U.S. Trademark Applications of Grantor

None.