

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling National Bank	FORMERLY Newstar Business Credit, LLC	09/14/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Mad Catz, Inc.		
Street Address:	10680 Treena St., Suite 500		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3332731	AV8R	
Registration Number:	1527096	SAITEK	
Registration Number:	2297654	SAITEK	
Registration Number:	2380810	SAITEK R4	
CORRESPONDENCE DATA			
Fax Number:	8013756600		
<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:	8013756600		
Email:	ipmail@djplaw.com		
Correspondent Name:	James Larson		
Address Line 1:	3301 Thanksgiving Way Suite 400		
Address Line 4:	Lehi, UTAH 84043		
NAME OF SUBMITTER:	James A Larson		
SIGNATURE:	/James A Larson/		
DATE SIGNED:	09/22/2016		
Total Attachments: 2			
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OP \$115.00 3332731



Consent and Release Letter

September 14, 2016

Mr. Dave McKeon
Chief Financial Officer
Mad Catz, Inc.
10680 Treena St., Suite 500
San Diego, California 92131

Via email: dmckeon@madcatz.com

Re: Release of Saitek Property

Dear Dave:

Reference is made to that certain Loan and Security Agreement dated as of June 30, 2015 (as from time to time amended, supplemented, restated or otherwise modified, the "Loan Agreement"), by and among Mad Catz, Inc., a Delaware corporation the "Borrower"), Mad Catz Interactive Inc., a Canadian corporation ("MCII"), and 1328158 Ontario Inc., an Ontario corporation ("Ontario"; Borrower, MCII and Ontario are collectively referred to herein as the "Credit Parties" and each is a "Credit Party") and Sterling National Bank (as successor-in-interest to NewStar Business Credit, LLC), as a lender and as administrative agent thereunder (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement.

Pursuant to the Loan Agreement and certain other Loan Documents, the Credit Parties and Mad Catz Interactive Asia Incorporated, a Hong Kong corporation ("Mad Catz Asia"; the Credit Parties and Mad Catz Asia are herein collectively called the "Related Parties") granted to Administrative Agent a security interest in, among other things, the Saitek trademark and all inventory that is labeled with the Saitek name (collectively, the "Saitek Property"). The Related Parties propose to sell the Saitek Property to Logitech and certain of its affiliates (collectively, "Logitech") and have requested that the Administrative Agent (a) consent to the sale of the Saitek Property and other Transferred Assets (as defined in the Purchase Agreement defined below) to Logitech and (b) release all liens and security interests in favor of Administrative Agent in, on, and against the Saitek Property and other Transferred Assets (the Saitek Property and other Transferred Assets are herein collectively called the "Transferred Property").

The Administrative Agent, intending to be legally bound hereby agrees for itself and each Lender as follows:

1. Consent to Sale of Saitek Property. The Administrative Agent hereby (a) consents to the sale by one or more Related Parties of the Transferred Property to Logitech upon the terms and in accordance with that certain Asset Purchase Agreement between the Related Parties and certain of their affiliates and Logitech in substantially the same form as delivered to Administrative Agent on or prior to the date hereof (the "Purchase Agreement") and (b) agrees

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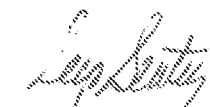
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that the sale of the Transferred Property to Logitech on the terms and as set forth in the Purchase Agreement shall not be a Default or an Event of Default under the Loan Agreement or any other Loan Document.

2. Release by Administrative Agent. Upon the completion of the sale of the Transferred Property to Logitech in accordance with the terms of the Purchase Agreement, and receipt by the Mad Catz Asia of the purchase price as set forth in the Purchase Agreement (the date such sale is completed and the purchase price is so received being herein called the "Sale Consent Date"), all security interests granted by any Related Party in the Transferred Property in favor of the Administrative Agent, will be deemed terminated and released without further action of any party.
3. Consent to License. In connection with the sale of the Transferred Property to Logitech, the Related Parties and certain of their affiliates are entering into a License Agreement with Logitech in substantially the same form as delivered to Administrative Agent on or prior to the date hereof (the "License Agreement"). Administrative Agent hereby (a) consents to the License Agreement and license granted by the Related Parties and certain of their affiliates to Logitech therein and (b) agrees that the license granted to Logitech pursuant to the License Agreement and other terms of the License Agreement shall not be a Default or an Event of Default under the Loan Agreement or any other Loan Document.
4. Further Assurances. Upon the reasonable request of the Borrower, the Secured Party shall promptly execute and deliver to the Borrower or its designee, at any time on or after the Sale Consent Date and at Borrower's sole cost and expense, any documents and instruments to effect the release described hereinabove.

Very truly yours,

STERLING NATIONAL BANK



Greg Gentry
Senior Vice President