

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414761

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Intellectual Property Security Agreement, recorded at Reel/Frame: 4850/0580

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		01/20/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Kabam, Inc.
Street Address:	795 Folsom Street, Suite 600
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	Corporation: DELAWARE
Name:	Wild Shadow Studios, Inc.
Street Address:	795 Folsom Street, Suite 600
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85645784	ARCANE EMPIRES
Serial Number:	85611003	REALM OF THE MAD GOD
Serial Number:	85692296	BATTLE SHARD
Serial Number:	85692280	BATTLE SHARD
Serial Number:	85097296	KABAM
Serial Number:	85097154	KABAM
Serial Number:	85097316	KABAM
Registration Number:	4165212	GLORY OF ROME
Serial Number:	85650036	TROJAN WAR: RECKONING OF ZEUS
Serial Number:	85097309	KABAM
Serial Number:	85097116	KABAM
Registration Number:	4159193	BATTLE FOR THE NORTH
Serial Number:	85565828	MOBILE COMMAND

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85510918	FINAL EDEN
Registration Number:	4151564	THIRST OF NIGHT
Serial Number:	85145554	GLOBAL WARFARE
Serial Number:	85150027	REAL GAMES FOR SOCIAL GAMERS
Serial Number:	85531376	PLAY FOR REAL
Registration Number:	4047064	EDGEWORLD
Registration Number:	4017076	HERO FORCE
Serial Number:	85054272	EPIC GOAL
Registration Number:	3935871	DRAGONS OF ATLANTIS
Serial Number:	77886251	GRAVITY BEAR
Serial Number:	77885710	BATTLE PUNKS
Registration Number:	3881570	KINGDOMS OF CAMELOT
Registration Number:	3739620	WONDERHILL
Registration Number:	3724489	TVLOOP
Registration Number:	3724488	FANSECTION

CORRESPONDENCE DATA

Fax Number: 4159848701

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: 415-984-8823

Email: hcheung@omm.com

Correspondent Name: Herman Cheung, Esq.

Address Line 1: O'Melveny & Myers LLP

Address Line 2: 2 Embarcadero Center, 28th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0908005-48
NAME OF SUBMITTER:	Alexandra C. Echery
SIGNATURE:	/ace/
DATE SIGNED:	02/02/2017

Total Attachments: 15

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination") is made as of January 20, 2017 with reference to that certain Intellectual Property Security Agreement (the "Security Agreement"), dated as of August 24, 2012, by and between Kabam, Inc. ("Grantor") and Silicon Valley Bank ("Bank"), a California corporation, as agent (in such capacity, "Agent"), which is attached hereto as Exhibit A.

WHEREAS, pursuant to the Subordinated Loan and Security Agreement dated as of August 24, 2012 by and among Phoenix Age, LLC ("Phoenix Age"), Wild Shadow Studios, Inc. ("Wild Shadow"), and together with Phoenix Age and Grantor, the "Original Borrowers", and Grantor, as borrowers, and Silicon Valley Bank, Silver Lake Waterman Fund, L.P., the other Lenders party thereto and Silicon Valley Bank, in its capacity as Administrative Agent ("Agent") (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), the Grantor and Agent executed the Security Agreement, in favor of the Agent, pursuant to which the Grantor granted to the Agent, for the ratable benefit of Lenders, a security interest in Grantor's right, title and interest in, to and under certain intellectual property owned by Grantor;

WHEREAS, Grantor and Bank have entered into that certain Intellectual Property Security Agreement dated as of August 24, 2012, in favor of Bank (as amended, the "Senior IP Security Agreement"), which was delivered pursuant to that certain Loan and Security Agreement by and among the Original Borrowers, Kabam MCOC FIPCo, Inc., Kabam, TF USIPCo, Inc., Kabam TF FIPCo, Inc., Aftershock LA USIPCo, Inc., Aftershock LA FIPCo, Inc. (the foregoing entities, together with the Original Borrowers, collectively, the "Borrower") and Bank, dated as of December 14, 2011, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 8, 2012, among Borrower and Bank, as further amended by that certain Default Waiver, Consent and Second Amendment to Loan and Security Agreement dated as of August 24, 2012, among Borrower and Bank, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of April 15, 2013, among Borrower and Bank, as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of September 19, 2013, among Borrower and Bank, as further amended by that certain Default Waiver and Fifth Amendment to Loan and Security Agreement dated as of May 15, 2014, among Borrower and Bank, as further amended by that certain Default Waiver and Sixth Amendment to Loan and Security Agreement dated as of June 30, 2016, among Borrower and Bank, and as further amended by a certain Joinder and Seventh Amendment to Loan and Security Agreement dated as of October 9, 2016, among Borrower and Bank (as the same may be amended, modified or supplemented from time to time, the "Senior Loan Agreement"); and

WHEREAS, Grantor and Bank have entered into that certain Intellectual Property Security Agreement dated as of June 30, 2016 (as amended, the "2016 Subordinated IP Security Agreement"), which was delivered pursuant to that certain Subordinated Loan and Security Agreement by and among Borrower and Bank, dated as of June 30, 2016, as amended by a certain Joinder and First Amendment to Subordinated Loan and Security Agreement dated as of

October 9, 2016 among Borrower and Bank (as the same may be amended, modified or supplemented from time to time, the "2016 Subordinated Loan Agreement").


NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby agrees that the Security Agreement is hereby terminated; *provided* this Termination shall not in any way impact or terminate (or provide for a release under) any of the Senior IP Security Agreement, the Senior Loan Agreement, the 2016 Subordinated IP Security Agreement, or the 2016 Subordinated Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Termination is duly executed on the date first above written.

AGENT AND LENDER:

SILICON VALLEY BANK

By: 
Name: Charles Thor
Title: Vice President

GRANTOR

KABAM, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

SILVER LAKE WATERMAN FUND, L.P.,

By: Silver Lake Waterman Associates, L.L.C.,
its General Partner

By: _____
Name: _____
Title: _____

[Signature Page to Termination of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005980 FRAME: 0135

IN WITNESS WHEREOF, this Termination is duly executed on the date first above written.

AGENT AND LENDER:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

GRANTOR

KABAM, INC.

By: SK
Name: STEVEN KLEI
Title: CEO

Acknowledged and Agreed:

SILVER LAKE WATERMAN FUND, L.P.,

By: Silver Lake Waterman Associates, L.L.C.,
its General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Termination is duly executed on the date first above written.

AGENT AND LENDER:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

GRANTOR

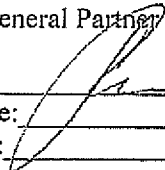
KABAM, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

SILVER LAKE WATERMAN FUND, L.P.,

By: Silver Lake Waterman Associates, L.L.C.,
its General Partner

By:  _____
Name: **Shawn K. O'Neill**
Title: **Managing Director**

[Signature Page to Termination of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005980 FRAME: 0137

Exhibit A
Intellectual Property Security Agreement

2086920.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 24, 2012, by and between SILICON VALLEY BANK ("Agent") and KABAM, INC. ("Grantor").

RECITALS

A. SILICON VALLEY BANK, SILVER LAKE WATERMAN FUND, L.P. and any other Lenders listed on Schedule 1 to the Loan Agreement (as defined below) or otherwise party thereto from time to time (each a "Lender", and collectively the "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and WILD SHADOW STUDIOS, INC., a Delaware corporation ("Wild Shadow"; Grantor and Wild Shadow are hereinafter, jointly and severally, individually and collectively, "Borrower") in the amounts and manner set forth in that certain Subordinated Loan and Security Agreement by and among Agent, in its capacity as Administrative Agent, Lenders and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of Lenders, a security interest in all of Grantor's right, title and interest in, to and under all intellectual property owned by Grantor (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights of Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
8. All amendments, extensions, renewals and extensions of any of such Copyrights, Trademarks, Patents, or Mask Works; and
9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[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.

GRANTOR:

Address of Grantor:

KABAM, INC.

101 Redwood Shores Pkwy., Suite 250
Redwood City, California 94065

By: Steve Klei

Attn: Mr. Steve Klei

Title: CEO

AGENT:

Address of Agent:

SILICON VALLEY BANK

901 Fifth Avenue, Suite 3900
Seattle, Washington 98144

By: _____

Attn: Mr. Jim Ellison

Title: _____

[Signature Page to Intellectual Property Security Agreement – Subordinated Facility]

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.

GRANTOR:

Address of Grantor:

101 Redwood Shores Pkwy., Suite 250
Redwood City, California 94065

Attn: Mr. Steve Klei

KABAM, INC.

By: _____

Title: _____

AGENT:

Address of Agent:

901 Fifth Avenue, Suite 3900
Seattle, Washington 98614

Attn: Mr. Jim Ellison

SILICON VALLEY BANK

By:  _____

Title: *Managing Director* _____

[Signature Page to Intellectual Property Security Agreement – Subordinated Facility]

TRADEMARK
REEL: 005980 FRAME: 0142

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
User affiliations spanning virtual multiple virtual spaces	13/316190	12/9/2011
System and method for determining quality of service for actions to be performed in a virtual space	13/330320	12/19/2011
Communications among users belonging to affiliations spanning multiple virtual space	13/330242	12/19/2011
Social graph for users belonging to common affiliations spanning multiple virtual spaces	61/577398	12/19/2011
Gifting of virtual items between users of a virtual space	13/456585	4/26/2012
Intuitive interface for upgrading a virtual item	13/432828	3/28/2012
System and method for facilitating access to an online game through a plurality of social networking platforms	13/343588	1/4/2012
Establishing a social application layer	13/464190	5/4/2012
Using crowd-sourcing to verify the accuracy of results of client-side determinations	61/655838	6/5/2012
Dynamically providing system communications tailored to individual users responsive to trigger 11 events in virtual spaces	13/526208	6/18/2012
Providing dynamic offers for virtual goods based on static parameter	13/540523	7/2/2012
Providing dynamic offers for virtual goods based on dynamic parameters	13/540526	7/2/2012
System and method for performing A/B testing in offers to purchase virtual items	13/540531	7/2/2012
Enhancing performance in browser-based presentation of visual information that extends beyond a field of view	13/535058	6/27/2012
System and method for providing external notifications of events in a virtual space to users	13/527540	6/19/2012
Cross check (Provisional application converted 13/546843)	61/655838	6/5/2012
Cross check	13/546843	7/11/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARCANE EMPIRES	85645784	6/7/2012
REALM OF THE MAD GOD	85611003	4/27/2012
BATTLE SHARD	85692296	8/1/2012
BATTLE SHARD	85692280	8/1/2012
KABAM	85097296	7/30/2010
KABAM	85097154	7/30/2010
KABAM	85097316	7/30/2010
GLORY OF ROME	4165212	6/26/2012
TROJAN WAR: RECKONING OF ZEUS	85650036	6/12/2012
KABAM	85097309	7/30/2010
KABAM	85097116	7/30/2010
BATTLE FOR THE NORTH	4159193	6/12/2012
MOBILE COMMAND	85565828	3/9/2012
FINAL EDEN	85510918	1/6/2012
THIRST OF NIGHT	4151564	5/29/2012
GLOBAL WARFARE	85145554	10/5/2010
REAL GAMES FOR SOCIAL GAMERS	85150027	10/11/2010
PLAY FOR REAL	85531376	2/1/2012
EDGEWORLD	4047064	10/25/2011
HERO FORCE	4017076	8/23/2011
EPIC GOAL	85054272	6/3/2010
DRAGONS OF ATLANTIS	3935871	3/22/2011
GRAVITY BEAR	77886251	12/4/2009
BATTLE PUNKS	77885710	12/3/2009
KINGDOMS OF CAMELOT	3881570	11/23/2010
WONDERHILL	3739620	1/19/2010
TVLOOP	3724489	12/15/2009

Description

Registration/
Application
Number

Registration/
Application
Date

FANSECTION

3724488

12/15/2009

EXHIBIT D

Mask Works

None.

1470396.3