

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Intellectual Property Security Agreement, recorded at Reel/Frame: 5435/0398		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		01/20/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Phoenix Age, LLC		
<b>Street Address:</b>	795 Folsom Street, Suite 600		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94107		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4301107	PHOENIX AGE	
<b>Registration Number:</b>	3828095	CASTLE AGE	
<b>Registration Number:</b>	4042026	MONSTER HERO	
<b>Registration Number:</b>	4415359	UNDERWORLD EMPIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159848701		
<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>			
<b>Phone:</b>	415-984-8823		
<b>Email:</b>	hcheung@omm.com		
<b>Correspondent Name:</b>	Herman Cheung, Esq.		
<b>Address Line 1:</b>	O'Melveny & Myers LLP		
<b>Address Line 2:</b>	2 Embarcadero Center, 28th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	0908005-00048		
<b>NAME OF SUBMITTER:</b>	Alexandra C. Echery		
<b>SIGNATURE:</b>	/ace/		
<b>DATE SIGNED:</b>	02/02/2017		
<b>Total Attachments: 16</b>			

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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 January 5, 2015, by and between Phoenix Age, LLC ("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 Kabam, Inc. ("Kabam"), Wild Shadow Studios, Inc. ("Wild Shadow"), and together with Kabam 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 January 5, 2015, 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 Thoe  
Title: Vice President

GRANTOR

PHOENIX AGE, LLC

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: 005982 FRAME: 0428

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

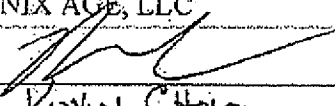
AGENT AND LENDER:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTOR

PHOENIX AGE, LLC

By:   
Name: Kevin Citron  
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

PHOENIX AGE, LLC

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: **Shawn K. O'Neill**  
**Managing Director**

[Signature Page to Termination of Intellectual Property Security Agreement]

**Exhibit A**  
**Intellectual Property Security Agreement**

2012342.3



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 5, 2015, by and between SILICON VALLEY BANK ("Agent") and PHOENIX AGE, LLC ("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 (a) KABAM, INC., a Delaware corporation ("Kabam"), and (b) WILD SHADOW STUDIOS, INC., a Delaware corporation ("Wild Shadow"; Grantor, Kabam 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 August 24, 2012, as amended by that certain First Amendment to Subordinated Loan and Security Agreement dated April 15, 2013, among Borrower, Agent and Lenders, as amended by that certain Second Amendment to Subordinated Loan and Security Agreement dated September 19, 2013, among Borrower, Agent and Lenders, and as further amended by that certain Third Amendment to Subordinated Loan and Security Agreement dated November 29, 2013, among Borrower, Agent and Lenders (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 continue 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:

PHOENIX AGE, LLC

[101 Redwood Shores Pkwy Suite] 250  
[Redwood City, CA 94065]

By: 

Attn: Steve Klei

Title: SVP FINANCE

AGENT:

Address of Agent:

SILICON VALLEY BANK

901 Fifth Avenue, Suite 3900  
Seattle, Washington 98614

By: \_\_\_\_\_

Attn: \_\_\_\_\_

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.

Address of Grantor:

[  
]

Attn: \_\_\_\_\_

Address of Agent:

901 Fifth Avenue, Suite 3900  
Seattle, Washington 98614

Attn: Lane Bruno

GRANTOR:

PHOENIX AGE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Title: JP \_\_\_\_\_

EXHIBIT A

Copyrights

**Copyright Registrations**

Country	Title of Work	Status	Registration Number	Date Completed	Date Registered
International	CASTLE AGE	Registered	PA 1-723-504	February 3, 2009	September 23, 2010

**Internet Domains**

Domain Name	Creation Date	Expiration Date
castleage.com	March 19, 2009	March 19, 2017
castleagegame.com	April 28, 2009	April 29, 2014
castleageforums.com	August 15, 2009	August 15, 2015
monsterstory.com	October 15, 2006	October 15, 2014
monsterstorygame.com	February 2, 2011	February 2, 2016
monsterherogame.com	February 17, 2011	February 17, 2016
ittybittycitygame.com	April 22, 2010	August 15, 2015
phoenixage.com	April 28, 2009	April 29, 2014
underworldempiregame.com	October 23, 2012	October 23, 2015
underworldempireforums.com	October 23, 2012	October 23, 2015

EXHIBIT B

Patents

*None*

EXHIBIT C

Trademarks



**Trademark Registrations**

Country	Mark	Status	Registration Number	Date Filed	Date Registered
Australia	UNDERWORLD EMPIRE	Registered	1509820	May 14, 2012	May 14, 2012
Australia	PHOENIX AGE	Registered	1151475	July 19, 2012	January 17, 2013
Canada	UNDERWORLD EMPIRE	Registered	TMA854219	May 15, 2012	June 28, 2013
Canada	PHOENIX AGE	Filed		January 18, 2013	
European Community	UNDERWORLD EMPIRE	Registered	1124082	May 14, 2012	May 14, 2012
European Community	PHOENIX AGE	Registered	011496131	January 17, 2013	May 29, 2013
International Registration (Madrid Protocol)	UNDERWORLD EMPIRE	Registered	1124082	May 14, 2012	May 14, 2012
International Registration (Madrid Protocol)	PHOENIX AGE	Registered	1151475	January 17, 2013	January 17, 2013
United States	PHOENIX AGE	Registered	4301107	July 19, 2012	March 12, 2013
United States	CASTLE AGE	Registered	3828095	December 31, 2009	August 2, 2010
United States	MONSTER HERO	Registered	4042026	March 24, 2011	October 18, 2011
United States	UNDERWORLD EMPIRE	Registered	4415359	November 15, 2011	October 8, 2013

EXHIBIT D

Mask Works

*None*