

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oomba GameWorks, Inc.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ExWorks Capital Fund I, L.P.		
Street Address:	333 West Wacker Drive, Suite 1620		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87566482	BAR OOMBA	
Serial Number:	87459203	FUNTASTIC	
Serial Number:	87265870	G ESPORT	
Serial Number:	87265839	G	
Serial Number:	87245854	GAME ON PLAY ON	
Serial Number:	87245835	GAMEON COMBO	
Serial Number:	87245884	GAMEPERKS	
Serial Number:	77545452	GAMEWORKS	
Serial Number:	75362731	GAMEWORKS	
Serial Number:	87245873	PLAY YOUR WAY THURSDAY	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	734-418-4212		
Email:	trademark@honigman.com, asujek@honigman.com		
Correspondent Name:	Angela Sujek		
Address Line 1:	39400 Woodward Ave, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		

CH \$265.00 87566482

ATTORNEY DOCKET NUMBER:	236946-410117
NAME OF SUBMITTER:	Angela Sujek
SIGNATURE:	/angela.sujek/
DATE SIGNED:	10/11/2017

Total Attachments: 12

source=017 - IP Security Agreement (OGW)#page1.tif
source=017 - IP Security Agreement (OGW)#page2.tif
source=017 - IP Security Agreement (OGW)#page3.tif
source=017 - IP Security Agreement (OGW)#page4.tif
source=017 - IP Security Agreement (OGW)#page5.tif
source=017 - IP Security Agreement (OGW)#page6.tif
source=017 - IP Security Agreement (OGW)#page7.tif
source=017 - IP Security Agreement (OGW)#page8.tif
source=017 - IP Security Agreement (OGW)#page9.tif
source=017 - IP Security Agreement (OGW)#page10.tif
source=017 - IP Security Agreement (OGW)#page11.tif
source=017 - IP Security Agreement (OGW)#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Oomba GameWorks, Inc., a Delaware corporation ("Borrower") and **ExWorks Capital Fund I, L.P.**, a Delaware limited partnership ("Secured Party") enter into this Intellectual Property Security Agreement (this "Agreement") as of August 31, 2017.

BACKGROUND

Secured Party, Borrower and certain of Borrower's affiliates are entering into an Omnibus Amended and Restated Term Loan and Security Agreement dated on or about the date of this Agreement (as it may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"). Borrower is entering into this Agreement to, among other things, induce the Secured Party to enter into and extend credit to the Borrower under the Loan Agreement.

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 performance and payment of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between the Borrower and the Secured Party, the Borrower and the Secured Party agree as follows:

TERMS AND CONDITIONS

Section 1. **Definitions; Interpretation.**

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

"Collateral" has the meaning set forth in Section 2 of this Agreement.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Illinois, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined in this Agreement, terms used in this Agreement will have the meanings given to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation will be applicable: (i) no reference to "proceeds"

in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by the Borrower unless such sale arises in the ordinary course of business in which case the Borrower will be permitted to make such sale, transfer or disposition; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; (iv) the word "will" has the same meaning as "shall" and is intended to mean mandatory and not permissive; and (v) "all" includes "any", and "any" includes "all". To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement will also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Borrower hereby grants to the Secured Party a security interest in and to all of the following property to the extent the Borrower can grant such security interest in each case whether now or hereafter existing or arising or in which the Borrower now has or hereafter holds ownership of, acquires or develops an interest in 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 licenses (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 registered copyrights, copyright applications and copyright registrations, including the Borrower's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule B to this Agreement and all of the Borrower's copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to the Borrower in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the

Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

- (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in Schedule C), 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, renewals and thereof;
- (iv) the entire goodwill of or associated with the business now or hereafter conducted by the Borrower connected with and symbolized by any of the properties and assets listed in Subsection (a)(iii) above;
- (v) all intangible intellectual or other similar property of the Borrower of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party 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.

(b) **Continuing Security Interest.** The Borrower agrees that this Agreement will create a continuing security interest in the Collateral which will remain in effect until all of the Obligations are paid in full.

Section 3. **Supplement to Loan Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party

under the Loan Agreement and other Loan Documents. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Loan Agreement or any other Loan Documents, all terms and provisions of which are incorporated herein by reference.

Section 4. **Representations and Warranties.** The Borrower represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of: (i) patents and patent applications or registrations owned by the Borrower, in whole or in part, is set forth in Schedule A; (ii) registered copyrights, copyright registrations and applications owned by the Borrower, in whole or in part, is set forth in Schedule B; and (iii) trademarks, trademark registrations or applications owned by the Borrower, in whole or in part, is set forth in Schedule C.

Section 5. **Further Acts.** On a continuing basis, the Borrower will make, execute, acknowledge, deliver, 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 reasonably advisable or may be reasonably requested by the Secured Party 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 the Borrower's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Borrower. In addition, the Borrower authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Borrower at any time holds or acquires a commercial tort claim arising with respect to the Collateral, the Borrower will immediately notify the Secured Party in a writing signed by the Borrower of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party. Notwithstanding any provision in this Agreement or the Loan Agreement, the Borrower will have the absolute right to maintain, allow to lapse, or abandon any Collateral as determined in the ordinary course of business.

Section 6. **Authorization to Supplement.** If the Borrower obtains rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the

equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), patents or patent applications or registrations, the provisions of this Agreement will automatically apply thereto. The Borrower will give prompt notice in writing to the Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting the Borrower's obligations under this Section 6, the Borrower authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule A, Schedule B or Schedule C, as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A, Schedule B or Schedule C will in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Section 7. **Binding Effect**. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Borrower, the Secured Party and their respective successors and assigns. The Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

Section 8. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the law of the State of Illinois except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Illinois.

Section 9. **Entire Agreement; Amendment**. This Agreement and the Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the Secured Party greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Loan Agreement.

Section 10. **Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile

will also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart will not affect the validity, enforceability, or binding effect hereof.

Section 11. **Cumulative Obligations.** The Borrower and the Secured Party acknowledge that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Borrower and the Secured Party agree that all such covenants, terms and provisions are cumulative and all will be performed and satisfied in accordance with their respective terms. However, if there is an express inconsistency between provisions of various Loan Documents, then the provision with the great obligation will apply.

Section 12. **Severability.** If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 13. **Notices.** All notices and other communications hereunder will be in writing and will be mailed, sent or delivered in accordance with the Loan Agreement.

Section 14. **JURY TRIAL WAIVER. BORROWER AND SECURED PARTY EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SECURED PARTY AND BORROWER, AFTER CONSULTING COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER BORROWER NOR SECURED PARTY WILL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.**

[End of Intellectual Property Security Agreement – Signature page follows]

[Signature page to Intellectual Property Security Agreement dated August 31, 2017]

BORROWER:

OOMBA GAMEWORKS, INC.,
a Delaware corporation

By: _____

Name: Michael A. Williams

Title: President

Address for Notices:

9840 Irvine Center Drive
Irvine, CA 92618

with a copy to:

S. Shawn Tacey, Esq.
Tacey Goss, P.S.
330 112th Avenue NE, Suite 301
Bellevue, Washington 98004
shawn@taceygoss.com

SECURED PARTY:

EXWORKS CAPITAL FUND I, L.P.,
a Delaware limited partnership

By: _____

Name: Andrew D. Hall

Title: Chief Credit Officer

Address for Notices:

333 West Wacker Drive, Suite 1620
Chicago, IL 60606

25436188

TRADEMARK
REEL: 006179 FRAME: 0588

[Signature page to Intellectual Property Security Agreement dated August 31, 2017]

BORROWER:

OOMBA GAMEWORKS, INC.,
a Delaware corporation

By: _____
Name: Michael A. Williams
Title: President

Address for Notices:
9840 Irvine Center Drive
Irvine, CA 92618

with a copy to:
S. Shawn Tacey, Esq.
Tacey Goss, P.S.
330 112th Avenue NE, Suite 301
Bellevue, Washington 98004
shawn@taceygoss.com

SECURED PARTY:

EXWORKS CAPITAL FUND I, L.P.,
a Delaware limited partnership

By:  _____
Name: Andrew D. Hall
Title: Chief Credit Officer

Address for Notices:
333 West Wacker Drive, Suite 1620
Chicago, IL 60606

25436188

TRADEMARK
REEL: 006179 FRAME: 0589

SCHEDULE A

List of Patents and Patent Applications

None



SCHEDULE B

**List of Copyrights, Copyright Registrations, and
Applications for Copyright Registrations**

None

SCHEDULE C

List of Trade Names, Trademarks, Service Marks,
Trademark and Service Mark Registrations, and
Applications for Trademark and Service Mark Registrations

Mark/Name	Status/Key Dates	App. No./Reg. No.
<u>BAR OOMBA</u>	Pending - Initialized August 16, 2017 Filed: August 12, 2017	SN: 87566482
<u>FUNTASTIC</u>	Pending - Priority Action Counted Mailed August 23, 2017 Int'l Class: 43 First Use: April 1, 2017 Filed: May 22, 2017	SN: 87459203
<u>G and Design</u> 	Pending - Suspension Letter Mailed March 19, 2017 Int'l Class: 41 First Use: March 31, 2011 Filed: December 12, 2016	SN: 87265839
<u>G ESPORT and Design</u> 	Pending - Suspension Letter Mailed March 19, 2017 Int'l Class: 41 First Use: October 1, 2016 Filed: December 12, 2016	SN: 87265870
<u>GAME ON PLAY ON</u>	Published June 13, 2017 Int'l Class: 41 First Use: October 1, 2016 Filed: November 22, 2016 Application Published: June 13, 2017	SN: 87245854
<u>GAMEON COMBO</u>	Registered July 25, 2017 Int'l Class: 41 First Use: October 1, 2016 Filed: November 22, 2016	RN: 5249681 SN: 87245835

Mark/Name	Status/Key Dates	App. No./Reg. No.
	Application Published: May 9, 2017 Registered: July 25, 2017	
<u>GAMEPERKS</u>	Pending - Non-Final Action Mailed March 1, 2017 Int'l Class: 41 First Use: October 1, 2016 Filed: November 22, 2016	SN: 87245884
<u>GAMEWORKS</u>	Registered June 7, 2011 Int'l Class: 41 First Use: February 20, 1997 Filed: August 12, 2008 Application Published: March 3, 2009 Registered: June 7, 2011	RN: 3972267 SN: 77545452
<u>GAMEWORKS</u>	Registered May 31, 2011 Int'l Class: 06,09,14,16,18,20,21,26,28,29,30,32,42 First Use: February 20, 1997 Int'l Class: 25 First Use: January 24, 1997 Int'l Class: 35 First Use: July 1, 1997 Int'l Class: 41 First Use: November 14, 1996 Filed: September 18, 1997 Application Published: November 9, 1999 Registered: May 31, 2011	RN: 3968168 SN: 75362731
<u>PLAY YOUR WAY THURSDAY</u>	Registered July 25, 2017 Int'l Class: 41 First Use: October 1, 2016 Filed: November 22, 2016 Application Published: May 9, 2017 Registered: July 25, 2017	RN: 5249684 SN: 87245873

25436188