

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trion Worlds, Inc.		02/24/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners for Growth V, L.P.		
<b>Street Address:</b>	1660 Tiiburon Blvd.		
<b>Internal Address:</b>	Suite D		
<b>City:</b>	Tiburon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94920		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5183620	ATLAS REACTOR	
<b>Registration Number:</b>	4459422	TRION WORLDS	
<b>Registration Number:</b>	4362998	TRION WORLDS	
<b>Registration Number:</b>	4692692	DEFIANCE	
<b>Registration Number:</b>	4385618	DEFIANCE	
<b>Registration Number:</b>	4622592	GLYPH	
<b>Registration Number:</b>	4733162	NIGHTMARE TIDE	
<b>Registration Number:</b>	4733163	NIGHTMARE TIDE	
<b>Registration Number:</b>	4183943	RIFT	
<b>Registration Number:</b>	4211665	RIFT	
<b>Registration Number:</b>	4183944	RIFT	
<b>Registration Number:</b>	4471618	STORM LEGION	
<b>Registration Number:</b>	4471619	STORM LEGION	
<b>Registration Number:</b>	4471620	STORM LEGION	
<b>Registration Number:</b>	4459421	TRION	
<b>Registration Number:</b>	4362997	TRION	
<b>Registration Number:</b>	4607248	TROVE	
<b>Registration Number:</b>	5115953	ATLAS REACTOR	

OP \$515.00 5183620

Property Type	Number	Word Mark
Registration Number:	5115954	ATLAS REACTOR
Serial Number:	86297586	NIGHTMARE TIDE

**CORRESPONDENCE DATA**

**Fax Number:** 4157385371

*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:** 4153813283

**Email:** ben@greenspan-law.com

**Correspondent Name:** Benjamin Greenspan

**Address Line 1:** 620 Laguna Rd

**Address Line 4:** MILL VALLEY, CALIFORNIA 94941

<b>NAME OF SUBMITTER:</b>	Benjamin Greenspan
<b>SIGNATURE:</b>	/bg/
<b>DATE SIGNED:</b>	02/27/2018

**Total Attachments: 6**

- source=Item 03 - Trion Trademark Collateral Agr Notice#page1.tif
- source=Item 03 - Trion Trademark Collateral Agr Notice#page2.tif
- source=Item 03 - Trion Trademark Collateral Agr Notice#page3.tif
- source=Item 03 - Trion Trademark Collateral Agr Notice#page4.tif
- source=Item 03 - Trion Trademark Collateral Agr Notice#page5.tif
- source=Item 03 - Trion Trademark Collateral Agr Notice#page6.tif

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 27, 2018 ("Trademark Agreement"), is between Trion Worlds, Inc., a Delaware corporation with its principal place of business at 2400 Bridge Parkway, Suite 100, Redwood City, CA 94065 ("Assignor") and Partners for Growth V, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Trion Worlds, Inc.

By \_\_\_\_\_

  
Chief Executive Officer

By \_\_\_\_\_

Secretary

Assignee:

PARTNERS FOR GROWTH V, L.P.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager, Partners for Growth V, LLC  
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

**Assignor:**

**Trion Worlds, Inc.**

By \_\_\_\_\_  
**Chief Executive Officer**

By \_\_\_\_\_  
**Secretary**

**Assignee:**

**PARTNERS FOR GROWTH V, L.P.**

By  \_\_\_\_\_

Name: Philip Lawson

**Title: Manager, Partners for Growth V, LLC  
Its General Partner**

**EXHIBIT 1**  
**Trion Worlds, Inc.**  
**Trademark Schedule**

Serial Number - Registration Number	Date	Mark	Owner
5183620	04/11/2017	ATLAS REACTOR	Trion Worlds, Inc.
4459422	12/31/13	<b>TRION</b>	Trion Worlds, Inc.
4362998	7/9/13	<b>TRION</b>	Trion Worlds, Inc.
4692692	2/24/15	DEFIANCE	Trion Worlds, Inc.
4385618	8/13/13	DEFIANCE	Trion Worlds, Inc.
4622592	10/14/14	GLYPH	Trion Worlds, Inc.
4733162	5/5/15	NIGHTMARE TIDE	Trion Worlds, Inc.
	Pending	PROPHECY OF AHNKET	Trion Worlds, Inc.
4733163	5/5/15	NIGHTMARE TIDE	Trion Worlds, Inc.
4183943	7/31/12	RIFT	Trion Worlds, Inc.
4211665	9/18/12	RIFT	Trion Worlds, Inc.
4183944	7/31/12	RIFT	Trion Worlds, Inc.
4471618	1/21/14	STORM LEGION	Trion Worlds, Inc.
4471619	1/21/14	STORM LEGION	Trion Worlds, Inc.
4471620	1/21/14	STORM LEGION	Trion Worlds, Inc.
4459421	12/31/13	TRION	Trion Worlds, Inc.
4362997	7/9/13	TRION	Trion Worlds, Inc.
4607248	9/16/14	TROVE	Trion Worlds, Inc.
5115953	1/3/17	ATLAS  REACTOR	Trion Worlds, Inc.
5115954	1/3/17		Trion Worlds, Inc.
86/297586	6/2/14	NIGHTMARE TIDE	Trion Worlds, Inc.
Australia	1491003 2/25/13	DEFIANCE	Trion Worlds, Inc.
Australia	1491003 12/10/12	STORM LEGION	Trion Worlds, Inc.
China	9077484 7/7/12	<b>TRION</b>	Trion Worlds, Inc.
China	9077483 5/14/13	<b>TRION</b>	Trion Worlds, Inc.
China	9077482 5/14/14	<b>TRION</b>	Trion Worlds, Inc.
China	9077481 1/28/12	<b>TRION</b>	Trion Worlds, Inc.

Serial Number - Registration Number	Date	Mark	Owner
China	9390100 5/14/12	<b>TRION</b>	Trion Worlds, Inc.
China	9560764 7/7/12	<b>RIFT</b>	Trion Worlds, Inc.
China	9560763 7/7/12	<b>RIFT</b>	Trion Worlds, Inc.
China	9560765 7/7/12	<b>RIFT</b>	Trion Worlds, Inc.
China	11035876 10/14/13	<b>STORM LEGION</b>	Trion Worlds, Inc.
China	11035875 10/14/13	<b>STORM LEGION</b>	Trion Worlds, Inc.
China	11035874 10/14/13	<b>STORM LEGION</b>	Trion Worlds, Inc.
China	9077486 7/7/12	<b>TRION</b>	Trion Worlds, Inc.
China	9077485 7/21/14	<b>TRION</b>	Trion Worlds, Inc.
China	9026734 9/7/11	<b>TRION</b>	Trion Worlds, Inc.
China	9026733 10/7/11	<b>TRION</b>	Trion Worlds, Inc.
China	9390101 5/14/12	<b>TRION</b>	Trion Worlds, Inc.
China	20755200 7/25/16	<b>TROVE</b>	Trion Worlds, Inc.
China	20755219 7/25/16	<b>TROVE</b>	Trion Worlds, Inc.
China	20754945 7/25/16	<b>TROVE</b>	Trion Worlds, Inc.
EU	15737992 12/12/16	<b>ATLAS REACTOR</b>	Trion Worlds, Inc.
EU	15738024 12/12/16	<b>ATLAS REACTOR</b>	Trion Worlds, Inc.
EU	16315798 2/6/17	<b>ATLAS REACTOR</b>	Trion Worlds, Inc.
EU	9620601 7/5/11	<b>TRION</b>	Trion Worlds, Inc.
EU	9915372 9/27/11	<b>TRION</b>	Trion Worlds, Inc.
EU	15023427 5/18/16	<b>C'EST TOUJOURS À VOTRE TOUR</b>	Trion Worlds, Inc.

Serial Number - Registration Number	Date	Mark	Owner
EU	10228187 2/2/12	<b>DEFIANCE</b>	Trion Worlds, Inc.
EU	13106398 12/13/14	<b>GLYPH</b>	Trion Worlds, Inc.
EU	1338182  5/13/15	<b>NIGHTMARE TIDE</b>	Trion Worlds, Inc.
EU	10026284 11/8/11	<b>RIFT</b>	Trion Worlds, Inc.
EU	10889707 10/11/12	<b>STORM LEGION</b>	Trion Worlds, Inc.
EU	9620626 4/25/12	<b>TRION</b>	Trion Worlds, Inc.
EU	9619966 1/10/12	<b>TRION</b>	Trion Worlds, Inc.
EU	12858072 10/2/14	<b>TROVE</b>	Trion Worlds, Inc.
Japan	5460842 1/6/12	<b>TRION</b>	Trion Worlds, Inc.
Japan	5434919 8/26/11	<b>TRION</b>	Trion Worlds, Inc.
Japan	5442712 10/7/11	<b>TRION</b>	Trion Worlds, Inc.
Japan	5460843 1/6/12	<b>TRION</b>	Trion Worlds, Inc.
Japan	Pending	<b>TROVE</b>	Trion Worlds, Inc.
Korea	45-43697 2/20/13	<b>TRION</b>	Trion Worlds, Inc.
Korea	41273583 11/19/13	<b>TRION</b>	Trion Worlds, Inc.
Korea	45-41028 8/8/12	<b>RIFT</b>	Trion Worlds, Inc.
Korea	40-942097 11/23/12	<b>TRION</b>	Trion Worlds, Inc.
Korea	41259034 5/15/13	<b>TRION</b>	Trion Worlds, Inc.
Korea	45-42638 12/7/12	<b>리프트</b>	Trion Worlds, Inc.
Korea	4520122532 5/16/12	<b>STORM LEGION</b>	Trion Worlds, Inc.
New Zealand	848448 2/29/12	<b>DEFIANCE</b>	Trion Worlds, Inc.
New Zealand	958902	<b>STORM LEGION</b>	Trion Worlds, Inc.

<b>Serial Number - Registration Number</b>	<b>Date</b>	<b>Mark</b>	<b>Owner</b>
	5/3/12		
Russia	500482 11/22/13	<b>TRION</b>	Trion Worlds, Inc.
Russia	459235 4/12/12	<b>TRION</b>	Trion Worlds, Inc.
Russia	468709 8/17/12	<b>RIFT</b>	Trion Worlds, Inc.
Russia	487099 5/17/13	<b>STORM LEGION</b>	Trion Worlds, Inc.
Russia	499447 11/8/13	<b>TRION</b>	Trion Worlds, Inc.
Russia	459265 4/12/12	<b>TRION</b>	Trion Worlds, Inc.
Taiwan	1571628 3/16/13	<b>STORM LEGION</b>	Trion Worlds, Inc.