

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trion Worlds, Inc.		06/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth V, L.P.		
Street Address:	1660 Tiiburon Blvd.		
Internal Address:	SUITE D		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4364791	GAZILLION	
Serial Number:	85947384	GAZILLION	
Registration Number:	4280091	GAZILLION	
Registration Number:	3758704	THE AMAZING SOCIETY	
Registration Number:	3465991	WARMONGER OPERATION: DOWNTOWN DESTRUCTIO	
Registration Number:	3385196	JUMP GATE EVOLUTION	
Registration Number:	4280092	GAZILLION	
Registration Number:	3465990	WARMONGER	
Registration Number:	3385105	JUMP GATE EVOLUTION	
Registration Number:	3427584	WARMONGER	
Registration Number:	2387703	NETDEVIL	
CORRESPONDENCE DATA			
Fax Number:	4153672728		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
TRADEMARK			

OP \$290.00 4364791

Address Line 4:	Mill Valley, CALIFORNIA 94941
NAME OF SUBMITTER:	Benjamin Greenspan
SIGNATURE:	/bg/
DATE SIGNED:	10/18/2018
Total Attachments: 2 source=2018-10-18 Trion Trademark Assignment (PFG) - signed#page1.tif source=2018-10-18 Trion Trademark Assignment (PFG) - signed#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Partners for Growth V, L.P., a Delaware limited partnership (“PFG”) is a senior secured creditor of Trion Worlds, Inc. (“Assignor”) with a lien on, and the right pursuant that certain Intellectual Property Security Agreement and Collateral Agreement and Notice dated February 27, 2018 (the “IPSA”) to absolutely act in Assignor’s name, pursuant to the power of attorney granted in the IPSA, to effect the assignment (as security for obligations under the IPSA and the Loan and Security Agreement pursuant to which the IPSA has been executed and delivered (the “Obligations”)), all of Assignor’s right, title and interest in and to the trademarks and/or trademark applications of Gazillion, including but not limited to any identified in Exhibit 1 attached hereto, including the trademarks described therein and the trademarks issued, registered and reissued thereon (collectively, the “Trademark(s)”), the renewals therefor and all claims for past or future infringement thereof.

WHEREAS, on June 6, 2018, Assignor acquired certain Trademarks from Gazillion, Inc. (“Gazillion”), including the aforesaid Patents, the applications and renewals therefor and all claims for past or future infringement thereof.

Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, its entire right, title, and interest in and to the Trademarks and Trademark applications and divisions, continuations or continuations-in-part thereof, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations involving such Trademarks.

This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Assignor has, through its duly appointed attorney in fact, executed this Assignment as of this 6th day of June, 2018.

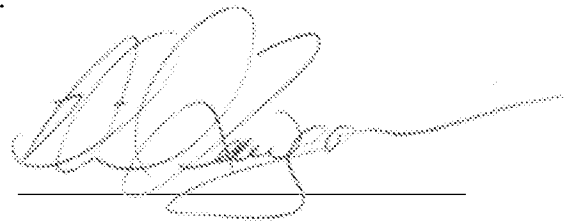
A handwritten signature in black ink, appearing to be "D. J. [unclear]", is written over a horizontal line. The signature is cursive and somewhat stylized.

Exhibit 1
Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Gazillion (USA — Int'l Class 16)	4,364,791	07/09/13
Gazillion (USA — Int'l Class 35)	85/947,384	05/31/13
Gazillion (USA — Int'l Class 38)	4,280,091	01/22/13
Gazillion (USA — Int'l Class 45)	4,280,092	01/22/13
The Amazing Society (USA — Int'l Class 42)	3,758,704	03/09/10
Jumpgate Revolution	3,385,196	02/19/08
Warmonger Operation: Downtown Destruction	3,465,991	07/15/08
Warmonger	3,465,990	07/15/08
Jumpgate Evolution	3,385,105	02/19/08
Warmonger	3,427,584	05/13/08
Netdevil	2,387,703	09/19/00