

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meow Wolf, Inc.		01/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG Investment Group LP, as collateral agent		
Street Address:	888 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87549720	VISTA BOSS	
Serial Number:	87549744	MEOW WOLF	
Serial Number:	85336601	MEOW WOLF	
Serial Number:	87549731	MEOW WOLF	
Serial Number:	87549749		
Serial Number:	86970122		
Serial Number:	87549751	HOUSE OF ETERNAL RETURN	
Serial Number:	87549760	MEOW WOLF	
Serial Number:	87549802	FUTURE FANTASY DELIGHT	
Serial Number:	87217022	FUTURE FANTASY DELIGHT	
Serial Number:	87216951	FUTURE FANTASY DELIGHT	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		

CH \$290.00 87549720

Address Line 4: New York, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	050319-0079
NAME OF SUBMITTER:	Scott Kareff (050319-0079)
SIGNATURE:	/kc for sk/
DATE SIGNED:	01/28/2019
Total Attachments: 3 source=Meow Wolf - Trademark Security Agreement#page1.tif source=Meow Wolf - Trademark Security Agreement#page2.tif source=Meow Wolf - Trademark Security Agreement#page3.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 28, 2019, by Meow Wolf, Inc., a Delaware corporation ("Grantor"), in favor of MGG Investment Group LP, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 28, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

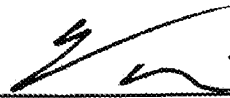
All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MEOW WOLF, INC.

By: 
Name: Vince Kadlubek
Title: Chief Executive Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 006540 FRAME: 0507

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Owner	Mark	Status	App. No./ (Filing Date)	Reg. No./ (Reg. Date)
Meow Wolf, Inc. State of Organization: Delaware	VISTA BOSS	Pending (USE)	87/549,720 (07/31/2017)	N/A
Meow Wolf, Inc. State of Organization: Delaware	MEOW WOLF	Registered	87/549,744 (07/31/2017)	5,526,158 (07/24/2018)
Meow Wolf, Inc. State of Organization: Delaware	MEOW WOLF	Registered	85/336,601 (06/02/2011)	4,090,514 (01/24/2012)
Meow Wolf, Inc. State of Organization: Delaware	MEOW WOLF	Registered	87/549,731 (07/31/2017)	5,556,865 (09/04/2018)
Meow Wolf, Inc. State of Organization: Delaware		Registered	87/549,749 (07/31/2017)	5,526,159 (07/24/2018)
Meow Wolf, Inc. State of Organization: Delaware		Registered	86/970,122 (04/09/2016)	5,503,609 (06/26/2018)
Meow Wolf, Inc. State of Organization: Delaware	HOUSE OF ETERNAL RETURN	Registered	87/549,751 (07/31/2017)	5,526,160 (07/24/2018)
Meow Wolf, Inc. State of Organization: Delaware		Registered	87/549,760 (07/31/2017)	5,618,471 (11/27/2018)
Meow Wolf, Inc. State of Organization: Delaware	FUTURE FANTASY DELIGHT	Registered	87/549,802 (07/31/2017)	5,526,161 (07/24/2018)
Meow Wolf, Inc. State of Organization: Delaware		Registered	87/217,022 (10/26/2016)	5,222,111 (06/13/2017)
Meow Wolf, Inc. State of Organization: Delaware	Future Fantasy Delight	Registered	87/216,951 (10/26/2016)	5,222,110 (06/13/2017)