

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502108

<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>
Kixeye Inc.		12/14/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Blvd., Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86872539	KINGDOM MAKER	
<b>Serial Number:</b>	86407665	WAR COMMANDER: ROGUE ASSAULT	
<b>Serial Number:</b>	85977671	WAR COMMANDER	
<b>Serial Number:</b>	85251486	BATTLE PIRATES	
<b>Serial Number:</b>	85977753	KIXEYE	
<b>Serial Number:</b>	85977752	KIXEYE	
<b>Serial Number:</b>	85799874	TOME IMMORTAL ARENA	
<b>Serial Number:</b>	85799862	TOME: IMMORTAL ARENA	
<b>Serial Number:</b>	85554037	KIXEYE	
<b>Serial Number:</b>	85554026	KIXEYE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5614142116		
<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>	5614142116		
<b>Email:</b>	tatiana_binder@outlook.com		
<b>Correspondent Name:</b>	Tatiana Binder		
<b>Address Line 1:</b>	9094C S.W. 21st Court		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33428		

OP \$265.00 86872539

<b>NAME OF SUBMITTER:</b>	Tatiana Binder
<b>SIGNATURE:</b>	/TatianaBinder/
<b>DATE SIGNED:</b>	12/14/2018
<b>Total Attachments: 6</b> source=WAL_KIXEYE_Intellectual Property Security Agreement_executed#page1.tif source=WAL_KIXEYE_Intellectual Property Security Agreement_executed#page2.tif source=WAL_KIXEYE_Intellectual Property Security Agreement_executed#page3.tif source=WAL_KIXEYE_Intellectual Property Security Agreement_executed#page4.tif source=WAL_KIXEYE_Intellectual Property Security Agreement_executed#page5.tif source=WAL_KIXEYE_Intellectual Property Security Agreement_executed#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 14, 2018 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and KIXEYE INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of December 14, 2018 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

KIXEYE INC.

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

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

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

Name: Baruch Levy

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

Title: CFO

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

Address for Notices:

Attn: Baruch Levy  
333 Bush Street, 19<sup>th</sup> Floor  
San Francisco, CA 94104  
Tel:  
Fax:

Address for Notices:

Attn: Francisco Corradino  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
KIXEYE INC.

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

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

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

Address for Notices:  
Attn: Baruch Levy  
333 Bush Street, 19<sup>th</sup> Floor  
San Francisco, CA 94104  
Tel:  
Fax:

**LENDER:**  
WESTERN ALLIANCE BANK, an Arizona  
corporation

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

Name: Michael Hagl

Title: S.V.P.

Address for Notices:  
Attn: Francisco Corradino  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
Text	Backyard Monsters.		TXu001818816	08/30/2012	
Recorded Document	Backyard monsters & 1 other title.		V9928 D722 P1-7	06/18/2015	
Text	VEGA Conflict ver. 1.		TX0007769071	05/03/2013	

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
KINGDOM MAKER	86872539			01/12/2016
WAR COMMANDER: ROGUE ASSAULT	86407665	5200328		09/26/2014
WAR COMMANDER	85977671	4251681		09/02/2011
BATTLE PIRATES	85251486	4073263		02/25/2011
KIXEYE	85977753	4286361		02/27/2012
KIXEYE	85977752	4286360		02/27/2012
TOME IMMORTAL ARENA	85799874	4664245		12/11/2012
TOME IMMORTAL ARENA	85799862	4700274		12/11/2012
KIXEYE	85554037	4478558		02/27/2012
KIXEYE	85554026	4478557		02/27/2012

EXHIBIT C  
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>