

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scopely, Inc.		03/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	9378 Wilshire Boulevard, Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4533621	SCOPELY	
Registration Number:	4925561	SEIZE THE PLAY	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822000 x2108		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
NAME OF SUBMITTER:	David W. Grace		
SIGNATURE:	/dwg/		
DATE SIGNED:	03/12/2019		
Total Attachments: 5			
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OP \$65.00 4533621

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2019 (this "Agreement"), is made by Scopely, Inc., a Delaware corporation ("Grantor"), in favor of East West Bank, as collateral and administrative agent for Lenders ("Secured Party"), with reference to the following:

WHEREAS, the Grantor entered into that certain Trademark Security Agreement in favor of East West Bank, as Secured Party, dated as of March 3, 2017 (the "Existing Agreement");

WHEREAS, the Grantor wishes to amend and restate the Existing Agreement in its entirety and replace it with this Agreement;

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof, by and between Grantor, Agent and Lenders (as defined therein) (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") which amends and restates in its entirety that certain Loan Agreement dated as of March 3, 2017, the Lenders have agreed to make Loans to Grantor subject to and in accordance with the terms and conditions of the Loan Agreement and the other Loan Documents;

WHEREAS, Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement to Secured Party;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or

territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any trademark or trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

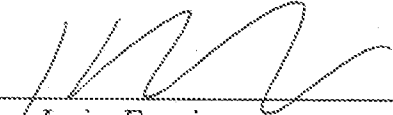
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to Secured Party that on the date hereof and to Grantor's knowledge Schedule I hereto is a complete and correct list of all material trademarks and licensed trademarks of Grantor and of all material licenses by which Grantor licenses any of its trademarks to any third party.

[Remainder of Page Intentionally Left Blank]

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

SCOPELY, INC.

By: 
Name: Javier Ferreira
Title: President and Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By: _____
Name: Sonny Gulati
Its: First Vice President

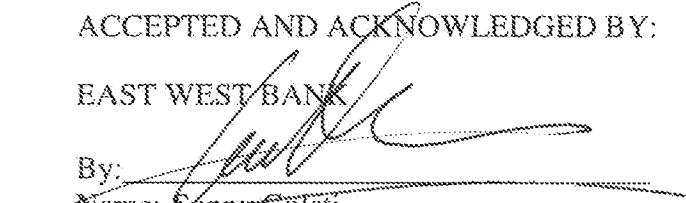
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCOPELY, INC.

By: _____
Name: Javier Ferreira
Title: President and Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By: 
Name: Sunny Gulati
Title: First Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
Scopely (USA)	86/089526	10/11/2013	4533621	05/20/2014
Seize the Play (USA)	86/615541	04/30/2015	4925561	03/29/2016

FOREIGN TRADEMARK REGISTRATIONS

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
Scopely (China)	20924893	08/09/2016	Pending	Pending
Scopely (EU)	14266118	06/16/2015	14266118	06/16/2015
Seize the Play (EU)	14266068	06/16/2015	14266068	10/28/2015

PENDING U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.