

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loot Crate, Inc.		08/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midtown Madison Management LLC as agent		
Street Address:	3401 Pasadena Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90031		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Serial Number:	87231893	LOOT CRATE DX	
Registration Number:	5751659	LOOT WEAR	
Registration Number:	5734410	SC	
Registration Number:	5734409	SC	
Registration Number:	5734408	SC	
Registration Number:	5734407	SC	
Serial Number:	87070803	LOOT WEAR	
Registration Number:	5681088	LOOT CRATE DX	
Registration Number:	5676777	SPORTS CRATE	
Serial Number:	87347004	LC	
Serial Number:	87232032	LOOT CRATE	
Registration Number:	5628493	SPORTS CRATE	
Registration Number:	5628492	SPORTS CRATE	
Registration Number:	5628491	SPORTS CRATE	
Registration Number:	5628418	LOOT ANIME	
Registration Number:	5628417	LOOT GAMING	
Registration Number:	5628292	SLAM CRATE	
Serial Number:	87231888	LOOT CRATE DX	
Serial Number:	87231879	LOOT CRATE DX	

CH \$1165.00 87231893

Property Type	Number	Word Mark
Serial Number:	87051427	SLAM CRATE
Serial Number:	87347008	LC
Serial Number:	87347016	LC
Registration Number:	5591061	LC
Registration Number:	5591060	LC
Registration Number:	5590748	SLAM CRATE
Registration Number:	5546584	LOOT CRATE DX
Registration Number:	5530972	SLAM CRATE
Registration Number:	5460855	LOOT CRATE
Registration Number:	5414334	LC
Serial Number:	87232051	LEVEL UP
Registration Number:	5424112	LOOT WEAR
Registration Number:	5307619	SLAM CRATE
Serial Number:	87977051	LC
Serial Number:	86819257	LOOT ANIME
Registration Number:	5686505	LOOT GAMING
Registration Number:	5530663	LOOT GAMING
Registration Number:	5530662	LOOT GAMING
Registration Number:	5525242	LOOT ANIME
Registration Number:	5514158	LOOT ANIME
Registration Number:	5514157	LOOT ANIME
Registration Number:	5138798	LOOT GAMING
Registration Number:	5138797	LOOT GAMING
Registration Number:	5138628	LOOT PETS
Registration Number:	5242203	LOOT PETS
Registration Number:	5034159	LOOT CRATE
Registration Number:	5034158	LOOT CRATE

CORRESPONDENCE DATA

Fax Number: 8883259116

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.

Email: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Locke Lord LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER: 1452668.00019

NAME OF SUBMITTER: Jessica Davis

SIGNATURE:	/JDavis/
DATE SIGNED:	07/01/2019
Total Attachments: 9 source=II(4) (Trademark Security Agreement)#page1.tif source=II(4) (Trademark Security Agreement)#page2.tif source=II(4) (Trademark Security Agreement)#page3.tif source=II(4) (Trademark Security Agreement)#page4.tif source=II(4) (Trademark Security Agreement)#page5.tif source=II(4) (Trademark Security Agreement)#page6.tif source=II(4) (Trademark Security Agreement)#page7.tif source=II(4) (Trademark Security Agreement)#page8.tif source=II(4) (Trademark Security Agreement)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2018, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Midtown Madison Management LLC, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, Loot Crate, Inc., a Delaware corporation (“**Borrower**”), Loot Crate Parent, Inc., a Delaware corporation (“**Parent**”), any Subsidiaries of Parent that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including Parent, the “**Guarantors**”, and, together with Borrower, the “**Credit Parties**”), the Lenders from time to time party thereto (the “**Lenders**”), Midtown Madison Management LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the Collateral Agent for the Lenders, have entered into a Credit Agreement, dated as of August 3, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any

Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

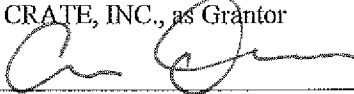
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

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

LOOT CRATE, INC., as Grantor

By:  _____

Name: Christopher Davis

Title: Chief Executive Officer

Item No.	Item Name	Brand	Country	Class	Priority	Pub. No.	Pub. Date	Pub. Type	Pub. Status	Pub. Desc.
160960-9001320US	LOOT ANIME	Allowed	United States of America		35	69618,265	2015-11-13	2016-04-05	25	42 - Providing a website featuring the on-line ordering service in the field of monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; and online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers.
160960-9001330US	LOOT ANIME	Allowed	United States of America		42	69618,269	2015-11-13	2016-04-05	42	42 - Providing a website featuring the on-line ordering service in the field of monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; and online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers.
160960-9001340US	LOOT ANIME	Allowed	United States of America		45	69618,270	2015-11-13	2016-04-05	45	45 - Downloadable software in the nature of a mobile application for ordering t-shirts, candy, food, toys, figurines, books, gifts, and stickers, connecting users, and posting videos.
160960-9001350US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		9	69652,867	2015-12-17	2016-03-08	9	16 - Stickers
160960-9001360US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		16	69652,861	2015-12-17	2016-03-08	16	16 - Stickers
160960-9001370US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		28	69652,864	2015-12-17	2016-03-08	28	28 - Novelty buttons
160960-9001380US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		28	69652,866	2015-12-17	2016-03-08	28	28 - Novelty buttons
160960-9001390US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		35	69652,868	2015-12-17	2016-03-08	35	35 - Toys, namely, action figure toys, vinyl figures
160960-9001400US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		42	69652,871	2015-12-17	2016-03-08	42	42 - Providing a website featuring the on-line ordering service in the field of monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; and online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers.
160960-9001410US	LVL UP+ (STYLIZED AND/OR WITH DESIGN)	Abandoned	United States of America		45	69652,875	2015-12-17	2016-03-08	45	45 - Downloadable software in the nature of a mobile application for ordering t-shirts, candy, food, toys, figurines, books, gifts, and stickers, connecting users, and posting videos.
160960-9001420US	LOOT GAMING	Allowed	United States of America		9	69661,555	2015-12-30	2016-04-12	9	16 - Stickers
160960-9001430US	LOOT GAMING	Allowed	United States of America		16	69661,551	2015-12-30	2016-04-12	16	16 - Stickers
160960-9001440US	LOOT GAMING	Registered	United States of America	5,138,787	2017-02-07	69661,558	2015-12-30	2016-04-12	26	26 - Novelty buttons
160960-9001450US	LOOT GAMING	Registered	United States of America	5,138,798	2017-02-07	69661,572	2015-12-30	2016-04-12	26	26 - Novelty buttons
160960-9001460US	LOOT GAMING	Allowed	United States of America		35	69661,575	2015-12-30	2016-04-12	35	35 - Toys, namely, action figure toys, vinyl figures
160960-9001470US	LOOT GAMING	Allowed	United States of America		42	69661,577	2015-12-30	2016-04-12	42	42 - Providing a website featuring the on-line ordering service in the field of monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; and online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers.
160960-9001480US	LOOT GAMING	Allowed	United States of America		45	69661,581	2015-12-30	2016-04-12	45	45 - Downloadable software in the nature of a mobile application for ordering t-shirts, candy, food, toys, figurines, books, gifts, and stickers, connecting users, and posting videos.
160960-9001490US	SLAM CRATE	Allowed	United States of America		9	67051,406	2016-05-26	2016-11-09	9	16 - Stickers
160960-9001500US	SLAM CRATE	Allowed	United States of America		16	67051,395	2016-05-26	2016-12-13	16	16 - Stickers
160960-9001510US	SLAM CRATE	Allowed	United States of America		26	67051,410	2016-05-26	2016-12-13	26	26 - Novelty buttons
160960-9001520US	SLAM CRATE	Allowed	United States of America		28	67051,414	2016-05-26	2016-12-13	28	28 - Toys, namely, action figure toys, vinyl figures
160960-9001530US	SLAM CRATE	Registered	United States of America	5,307,810	2017-10-10	67051,420	2016-05-26	2016-11-09	35	35 - Toys, namely, action figure toys, vinyl figures
160960-9001540US	SLAM CRATE	Allowed	United States of America		42	67051,424	2016-05-26	2016-12-13	42	42 - Providing a website featuring the on-line ordering service in the field of monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers; and online and mail order services featuring monthly mystery subscription gift boxes that contain a combination of t-shirts, candy, food, toys, figurines, books, gifts, and stickers.
160960-9001550US	SLAM CRATE	Allowed	United States of America		45	67051,427	2016-05-26	2016-12-13	45	45 - Downloadable software in the nature of a mobile application for ordering t-shirts, candy, food, toys, figurines, books, gifts, and stickers, connecting users, and posting videos.
160960-9001560US	LOOT WEAR	Allowed	United States of America		3	67051,785	2016-05-14	2016-11-01	3	3 - Non-resale products, namely, nail traces.



Serial Number	Class	Mark	Applicant	Address	Registration Date	Priority Date	Issue Date	Description
160960-900198US	LC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-27	2017-06-22	29 - Toys, namely, action figure toys, vinyl toy figures
160960-900199US	LC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-18	2017-06-27	35 - Providing a website featuring online ordering services in the field of monthly mystery subscription gift boxes that contain a combination of health, candy, food, toys, figurines, books, gifts, and stickers; mystery subscription gift boxes that contain a combination of health, candy, food, toys, figurines, books, gifts, and stickers; online retail ordering services for mystery subscription gift boxes that contain a combination of health, candy, food, toys, figurines, books, gifts, and stickers
160960-900199US	LC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-27	2017-06-27	42 - Providing a website featuring technology that allows users to post videos
160960-900197US	SC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-24	2017-06-22	16 - Providing a mobile application for ordering t-shirts, candy, food, toys, figurines, books, gifts, and stickers, connecting users to make online social networking services
160960-900197US	SC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-24	2017-06-22	9 - Downloadable software in the nature of a mobile application for ordering t-shirts, candy, food, toys, figurines, books, gifts, and stickers, connecting users to make online social networking services
160960-900197US	SC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-24	2017-06-22	16 - Stickers
160960-900197US	SC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-18	2017-06-22	25 - Clothing and apparel, namely, t-shirts, socks, athletic socks, crew neck t-shirts, hoodies, pullover hoodies, fleece shirts, baseball jerseys, pocket tees, long-sleeve pocket tees, short-sleeve pocket tees, button-down shirts, tank tops, t-shirts, skirts, yoga leggings, joggers, sweatpants, hoodies, sweatshirts, sweat suits, sweat suits, sweat suits, basketball hats, baseball caps, scarves, infinity scarves, belts
160960-900198US	SC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-24	2017-06-22	26 - Novelty buttons
160960-900198US	SC Logo		Loft Crate Inc.	United States of America	2017-02-29	2017-02-24	2017-06-22	28 - Toys, namely, action figure toys, vinyl toy figures

