

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daybreak Game Company LLC		07/03/2019	Limited Liability Company: DELAWARE
Standing Stone Games LLC		07/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	120 South LaSalle Street		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Serial Number:	87942007	H1Z1: BATTLE ROYALE	
Serial Number:	87798847	AUTO ROYALE	
Serial Number:	87942006	H1Z1 BATTLE ROYALE	
Serial Number:	87328394	H1Z1 FIGHT FOR THE CROWN	
Serial Number:	87326933	H1Z1: FIGHT FOR THE CROWN	
Serial Number:	87325747	FIGHT FOR THE CROWN	
Serial Number:	86518109	DAYBREAK GAMES	
Serial Number:	86979909	DAYBREAK	
Serial Number:	86585447	DAYBREAK	
Serial Number:	86979906	DAYBREAK GAMES	
Serial Number:	86853083	JUST SURVIVE	
Serial Number:	86891749	H1Z1: KING OF THE KILL	
Serial Number:	86853085	H1Z1: JUST SURVIVE	
Serial Number:	86891748	KING OF THE KILL	
Serial Number:	86924485	H1Z1	
Serial Number:	86924480	KING OF THE KILL	

OP \$1340.00 87942007

Property Type	Number	Word Mark
Serial Number:	86657787	DBC
Serial Number:	86555735	DAYBREAK CASH
Serial Number:	86641134	EVERY DAY WELL-PLAYED
Serial Number:	86162179	H1Z1
Serial Number:	86579369	
Serial Number:	86326802	THE DARKENED SEA
Serial Number:	86326794	ALTAR OF MALICE
Serial Number:	86029894	TEARS OF VEESHAN
Serial Number:	86029891	LANDMARK
Serial Number:	85787191	PLANETSIDE 2
Serial Number:	85363844	FORGELIGHT
Serial Number:	85424953	FREE TO PLAY. YOUR WAY.
Serial Number:	85032151	EVERQUEST HOUSE OF THULE
Serial Number:	85032149	EVERQUEST II DESTINY OF VELIOUS
Serial Number:	85721046	CHAINS OF ETERNITY
Serial Number:	85716558	RAIN OF FEAR
Serial Number:	85713528	LEGENDS OF NORRATH DOOM OF THE ANCIENT O
Serial Number:	77196812	LEGENDS OF NORRATH
Serial Number:	76507993	EVERQUEST EVOLUTION
Serial Number:	76499797	CHAMPIONS OF NORRATH
Serial Number:	76220214	SHADOWS OF LUCLIN
Serial Number:	76096340	SCARS OF VELIOUS
Serial Number:	76093341	PLANETSIDE
Serial Number:	75879771	EVERQUEST: THE RUINS OF KUNARK
Serial Number:	75666108	EVERQUEST
Serial Number:	75666053	EVERQUEST
Serial Number:	75542396	WE'VE GOT YOUR GAME
Serial Number:	75133750	EVERQUEST
Serial Number:	75328400	YOU'RE IN OUR WORLD NOW
Serial Number:	75327780	TANARUS
Serial Number:	86042800	KRONO
Serial Number:	87243951	STANDING STONE GAMES
Serial Number:	87215478	STANDING STONE
Serial Number:	87215475	STANDING STONE GAMES
Serial Number:	87977613	STANDING STONE GAMES
Serial Number:	87977610	STANDING STONE GAMES
Serial Number:	87977576	STANDING STONE

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60630

ATTORNEY DOCKET NUMBER:	6613.077
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/03/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") is made as of this 3rd day of July, 2019, by DAYBREAK GAME COMPANY LLC, a Delaware limited liability company ("**Daybreak**") and STANDING STONE GAMES LLC, a Delaware limited liability company "**SSG**" and together with Daybreak, collectively referred to herein as, "**Grantor**"), in favor of CIBC BANK USA, as administrative agent ("**Administrative Agent**") for itself and the other lenders party to the Loan Agreement referred to below (the "**Lenders**").

W I T N E S S E T H

WHEREAS, Grantor, certain affiliates of Grantor, the Lenders and Administrative Agent are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Administrative Agent and the Lenders to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Administrative Agent, for the benefit of itself and the Lenders, of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications.

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Administrative Agent, for the benefit of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor represents and warrants to Administrative Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such

Trademark is presently subsisting;

(ii) To the knowledge of Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened in writing with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Administrative Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, to the best of Grantor's knowledge, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Administrative Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Administrative Agent prompt written notice thereof. Grantor hereby authorizes Administrative Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term: Royalties. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Administrative Agent of all Trademarks shall be without any liability for royalties or other related charges from Administrative Agent to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product quality controls as Administrative Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Administrative Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind

or nature, including reasonable attorneys' fees and legal expenses, incurred by Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 10 shall be borne by Grantor.

11. Administrative Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Administrative Agent shall commence any such suit, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees

that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

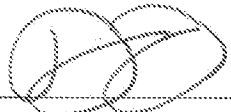
20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Security Agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

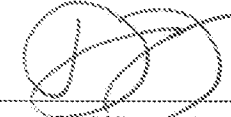
[signature page follows]

IN WITNESS WHEREOF, Grantors have duly executed this Trademark Security Agreement as of the date first written above.

DAYBREAK GAME COMPANY LLC

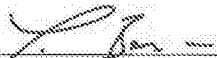
By: 
Name: David Youssefi
Title: Senior Vice President
& General Counsel

STANDING STONE GAMES LLC

By: 
Name: David Youssefi
Title: Senior Vice President
& General Counsel

Agreed and accepted as of the date
first written above:

CIBC BANK USA, as Administrative Agent

By: 
Name: Todd Bernier
Title: Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>	<u>Owner</u>
H1Z1: BATTLE ROYALE	87942007	6/4/19	Daybreak Game Company LLC
AUTO ROYALE	87798847	5/28/19	Daybreak Game Company LLC
H1Z1 BATTLE ROYALE	87942006	1/29/19	Daybreak Game Company LLC
H1Z1 FIGHT FOR THE CROWN	87328394	6/26/18	Daybreak Game Company LLC
H1Z1: FIGHT FOR THE CROWN	87326933	5/29/18	Daybreak Game Company LLC
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DAYBREAK GAMES	86518109	1/22/19	Daybreak Game Company LLC
DAYBREAK	86979909	11/29/16	Daybreak Game Company LLC
DAYBREAK	86585447	6/27/17	Daybreak Game Company LLC
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KING OF THE KILL	86891748	2/21/17	Daybreak Game Company LLC
H1Z1	86924485	7/26/16	Daybreak Game Company LLC
KING OF THE KILL	86924480	7/26/16	Daybreak Game Company LLC
DBC	86657787	7/5/16	Daybreak Game Company LLC
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[Design Only]	86579369	1/19/16	Daybreak Game Company LLC
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TEARS OF VEESHAN	86029894	11/18/14	Daybreak Game Company LLC
LANDMARK	86029891	10/28/14	Daybreak Game Company LLC
PLANETSIDE 2	85787191	6/25/13	Daybreak Game Company LLC
FORGELIGHT	85363844	2/12/13	Daybreak Game Company LLC
FREE TO PLAY. YOUR WAY.	85424953	1/15/13	Daybreak Game Company LLC
EVERQUEST HOUSE OF THULE	85032151	9/13/11	Daybreak Game Company LLC
EVERQUEST II DESTINY OF VELIOUS	85032149	9/13/11	Daybreak Game Company LLC
CHAINS OF ETERNITY	85721046	7/23/13	Daybreak Game Company LLC
RAIN OF FEAR	85716558	11/12/13	Daybreak Game Company LLC
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LEGENDS OF NORRATH	77196812	8/25/09	Daybreak Game Company LLC
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STANDING STONE	87977576	6/26/18	Standing Stone Games LLC

TRADEMARK APPLICATIONS

None.