

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530520

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Comic Blitz II LLC | | 07/03/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | East West Bank | | |
| Street Address: | 135 N. Los Robles Avenue, 6th Floor | | |
| City: | Pasadena | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91101 | | |
| Entity Type: | Chartered Bank: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5099651 | COMIC BLITZ | |
| 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 x2240 | | |
| Email: | trademarks@loeb.com | | |
| Correspondent Name: | Aleson Clarke, Esq. | | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | 209604-10104 | | |
| NAME OF SUBMITTER: | Aleson Clarke | | |
| SIGNATURE: | /Aleson Clarke/ | | |
| DATE SIGNED: | 07/03/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of July 3, 2019, and is between COMIC BLITZ II LLC, a Delaware limited liability company (the "Grantor") and East West Bank (the "Bank").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Loan, Guaranty and Security Agreement, dated as of March 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, as guarantor, the other parties from time to time party thereto (collectively, the "Loan Parties") and the Bank, the Bank has agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS the Loan Parties contemplate and intend that the Bank shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Bank a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of California.

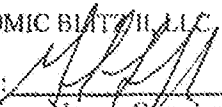
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTOR:

COMIC BLITZ, LLC

By: 
Name: Gary Loffredo
Title: Secretary

BANK:

EAST WEST BANK

By: Robert Mostert
Name: ROBERT MOSTERT
Title: VICE PRESIDENT

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 006686 FRAME: 0698

SCHEDULE A
 TRADEMARK SECURITY AGREEMENT
 TRADEMARKS:

| Mark/Name | App. No./Reg. No. | App. Date | Reg. Date | Owner/Designations | Full Goods/Services | Status/Status Date |
|-----------|-------------------|-----------|------------|--------------------|---------------------|--------------------|
| | 5,099,651 | | 12/13/2016 | Comic Bits II LLC | | |