

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536628

<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>
LOOT CRATE, INC.		08/14/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONEY CHEST LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	603 SWEETLAND AVENUE		
<b>City:</b>	HILLSIDE		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07205		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5591061	LC	
Registration Number:	5591060	LC	
Registration Number:	5596475	LC	
Registration Number:	5414334	LC	
Registration Number:	5591062	LC	
Registration Number:	5628418	LOOT ANIME	
Registration Number:	5807156	LOOT ANIME	
Registration Number:	5514157	LOOT ANIME	
Registration Number:	5514158	LOOT ANIME	
Registration Number:	5525242	LOOT ANIME	
Registration Number:	5034158	LOOT CRATE	
Registration Number:	5460855	LOOT CRATE	
Registration Number:	5829313	LOOT CRATE DX	
Registration Number:	5829314	LOOT CRATE DX	
Registration Number:	5546584	LOOT CRATE DX	
Registration Number:	5681088	LOOT CRATE DX	
Registration Number:	5628417	LOOT GAMING	
Registration Number:	5686505	LOOT GAMING	
Registration Number:	5138798	LOOT GAMING	

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Property Type	Number	Word Mark
Registration Number:	5530662	LOOT GAMING
Registration Number:	5138797	LOOT GAMING
Registration Number:	5530663	LOOT GAMING
Registration Number:	5138628	LOOT PETS
Registration Number:	5242203	LOOT PETS
Registration Number:	5424112	LOOT WEAR
Registration Number:	5751659	LOOT WEAR
Registration Number:	5034159	LOOT CRATE
Registration Number:	5530972	SLAM CRATE
Registration Number:	5307619	SLAM CRATE
Registration Number:	5590748	SLAM CRATE
Registration Number:	5628292	SLAM CRATE
Registration Number:	5628491	SPORTS CRATE
Registration Number:	5628492	SPORTS CRATE
Registration Number:	5628493	SPORTS CRATE
Registration Number:	5676777	SPORTS CRATE
Registration Number:	5734407	SC
Registration Number:	5734408	SC
Registration Number:	5734409	SC
Registration Number:	5734410	SC

**CORRESPONDENCE DATA**

**Fax Number:** 8585506420

*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:** 858-550-6433

**Email:** jmfitzpatrick@cooley.com

**Correspondent Name:** JENNIFER FITZPATRICK

**Address Line 1:** C/O COOLEY LLP

**Address Line 2:** 4401 EASTGATE MALL

**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	314132-106
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	08/14/2019

**Total Attachments: 9**

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## SUPERPRIORITY TRADEMARK SECURITY AGREEMENT

THIS SUPERPRIORITY TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2019, is made by the entity listed on the signature page hereof (the “*Grantor*”), in favor of Money Chest 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*”), Money Chest 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 Debtor-in-Possession Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, the Grantor is party to a Superpriority Pledge and 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 Grantor is required to execute and deliver this Superpriority 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, the 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. The 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 the 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 the Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the 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 Superpriority Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the 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 Superpriority Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Superpriority 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 SUPERPRIORITY 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, the Grantor has caused this Superpriority 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: Stuart Kaufman

Title: Chief Restructuring Officer

SCHEDULE I  
TO  
SUPERPRIORITY TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

See Annex A

2. TRADEMARK APPLICATIONS

None.






3. TRADEMARK LICENSES

See Annex B

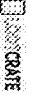




Annex A

Registered Trademarks



Trademark Reference	Mark Name	Country	International	Status	Appl. No.	Filed Date	Reg. No.	Reg. Date	Sec. 8/15 Due	Renewal Due Date
160980-900186/US		United States of America	25	Registered	87/347,000	2017-07-11	5,591,061	2018-10-23	2024-10-23	2028-10-23
160980-900184/US		United States of America	9	Registered	87/346,985	2017-02-23	5,591,060	2018-10-23	2024-10-23	2028-10-23
160980-900188/US		United States of America	28	Registered	87/347,008	2017-02-23	5,596,475	2018-10-30	2024-10-30	2028-10-30
160980-900189/US		United States of America	35	Registered	87/347,010	2017-02-23	5,414,334	2018-02-27	2024-02-27	2028-02-27
160980-900191/US		United States of America	45	Registered	87/347,016	2017-02-23	5,591,062	2018-10-23	2024-10-23	2028-10-23
160980-900173/US	LOOT ANIME	United States of America	25	Registered	87/232,044	2016-11-09	5,628,418	2018-12-11	2024-12-11	2028-12-11
160980-900131/US	LOOT ANIME	United States of America	28	Registered	86/819,257	2015-11-13	5,807,156	2019-07-16	2025-07-16	2029-07-16
160980-900132/US	LOOT ANIME	United States of America	35	Registered	86/819,265	2015-11-13	5,514,157	2018-07-10	2024-07-10	2028-07-10
160980-900134/US	LOOT ANIME	United States of America	45	Registered	86/819,276	2015-11-13	5,514,158	2018-07-10	2024-07-10	2028-07-10
160980-900130/US	LOOT ANIME	United States of America	26	Registered	86/819,251	2015-11-13	5,525,242	2018-07-24	2024-07-24	2028-07-24
160980-900104/US	LOOT CRATE	United States of America	9,16,26,28,35,45	Registered	86/471,727	2014-12-04	5,034,158	2016-09-06	2022-09-06	2026-09-06
160980-900201/US	LOOT CRATE	United States of America	25	Registered	87/977,156	2016-11-09	5,460,855	2018-05-01	2024-05-01	2028-05-01
160980-900162/US	LOOT CRATE DX	United States of America	9	Registered	87/231,879	2016-11-09	5,829,313	2019-08-06	2025-08-06	2029-08-06

160980-900164/US	LOOT CRATE DX	United States of America	25	<b>Registered</b>	87/231,888	2016-11-09	5,829,314	2019-08-06	2025-08-06	2029-08-06
160980-900165/US	LOOT CRATE DX	United States of America	26	<b>Registered</b>	87/231,891	2016-11-09	5,546,584	2018-08-21	2024-08-21	2028-08-21
160980-900167/US	LOOT CRATE DX	United States of America	35	<b>Registered</b>	87/231,897	2016-11-09	5,681,088	2019-02-19	2025-02-19	2029-02-19
160980-900171/US	LOOT GAMMING	United States of America	25	<b>Registered</b>	87/232,034	2016-11-09	5,628,417	2018-12-11	2024-12-11	2028-12-11
160980-900142/US	LOOT GAMMING	United States of America	9	<b>Registered</b>	86/861,555	2015-12-30	5,686,505	2019-02-26	2025-02-26	2029-02-26
160980-900145/US	LOOT GAMMING	United States of America	28	<b>Registered</b>	86/861,572	2015-12-30	5,138,798	2017-02-07	2023-02-07	2027-02-07
160980-900146/US	LOOT GAMMING	United States of America	35	<b>Registered</b>	86/861,575	2015-12-30	5,530,662	2018-07-31	2024-07-31	2028-07-31
160980-900144/US	LOOT GAMMING	United States of America	26	<b>Registered</b>	86/861,568	2015-12-30	5,138,797	2017-02-07	2023-02-07	2027-02-07
160980-900148/US	LOOT GAMMING	United States of America	45	<b>Registered</b>	86/861,581	2015-12-30	5,530,663	2018-07-31	2024-07-31	2028-07-31
160980-900124/US	LOOT PETS	United States of America	31	<b>Registered</b>	86/808,357	2015-11-03	5,138,628	2017-02-07	2023-02-07	2027-02-07
160980-900122/US	LOOT PETS	United States of America	26	<b>Registered</b>	86/808,353	2015-11-03	5,242,203	2017-07-11	2023-07-11	2027-07-11
160980-900161/US	LOOT WEAR	United States of America	26	<b>Registered</b>	87/070,818	2016-06-14	5,424,112	2018-03-13	2024-03-13	2028-03-13
160980-900160/US	LOOT WEAR	United States of America	25	<b>Registered</b>	87/070,812	2016-06-14	5,751,659	2019-05-14	2025-05-14	2029-05-14

160980-900105/US		United States of America	16,26,28,35,42	<b>Registered</b>	86/471,731	2014-12-04	5,034,159	2016-09-06	2022-09-06	2026-09-06
160980-900174/US	SPORTS CRATE	United States of America	25	<b>Registered</b>	87/232,050	2016-11-09	5,530,972	2018-07-31	2024-07-31	2028-07-31
160980-900153/US	SLAM CRATE	United States of America	35	<b>Registered</b>	87/051,420	2016-05-26	5,307,619	2017-10-10	2023-10-10	2027-10-10
160980-900151/US	SLAM CRATE	United States of America	26	<b>Registered</b>	87/051,410	2016-05-26	5,590,748	2018-10-23	2024-10-23	2028-10-23
160980-900152/US	SLAM CRATE	United States of America	28	<b>Registered</b>	87/051,414	2016-05-26	5,628,292	2018-12-11	2024-12-11	2028-12-11
160980-900178/US	SPORTS CRATE	United States of America	25	<b>Registered</b>	87/322,365	2017-02-02	5,628,491	2018-12-11	2024-12-11	2028-12-11
160980-900179/US	SPORTS CRATE	United States of America	26	<b>Registered</b>	87/322,369	2017-02-02	5,628,492	2018-12-11	2024-12-11	2028-12-11
160980-900180/US	SPORTS CRATE	United States of America	28	<b>Registered</b>	87/322,372	2017-02-02	5,628,493	2018-12-11	2024-12-11	2028-12-11
160980-900181/US	SPORTS CRATE	United States of America	35	<b>Registered</b>	87/322,374	2017-02-02	5,676,777	2019-02-12	2025-02-12	2029-02-12
160980-900194/US		United States of America	25	<b>Registered</b>	87/349,274	2017-02-24	5,734,407	2019-04-23	2025-04-23	2029-04-23
160980-900195/US		United States of America	26	<b>Registered</b>	87/349,276	2017-02-24	5,734,408	2019-04-23	2025-04-23	2029-04-23
160980-900196/US		United States of America	28	<b>Registered</b>	87/349,278	2017-02-24	5,734,409	2019-04-23	2025-04-23	2029-04-23
160980-900197/US		United States of America	35	<b>Registered</b>	87/349,281	2017-02-24	5,734,410	2019-04-23	2025-04-23	2029-04-23

Annex B  
Trademark Licenses

**REDACTED**