

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539144

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bungie, Inc.		08/28/2019	Corporation: DELAWARE
Bungie Aerospace Corporation		08/28/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Virtus Group, LP, as Administrative Agent
Street Address:	3300 N Interstate 35
City:	Austin
State/Country:	TEXAS
Postal Code:	78705
Entity Type:	Limited Partnership: TEXAS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	88442936	BUNGIE FOUNDATION
Serial Number:	87785348	CURSE OF OSIRIS
Serial Number:	86635335	EV
Serial Number:	86826318	EV
Serial Number:	86635344	EVERVERSE TRADING CO.
Serial Number:	86635339	EVERVERSE
Serial Number:	86439038	THE DARK BELOW
Serial Number:	86613097	V
Serial Number:	86613077	THE TAKEN KING V
Serial Number:	86439035	HOUSE OF WOLVES
Serial Number:	86377470	V
Serial Number:	85921820	VIDOC
Serial Number:	85891799	
Serial Number:	85958987	BECOME LEGEND
Serial Number:	85958992	BECOME LEGEND
Serial Number:	78976236	BUNGIE
Serial Number:	78975317	BUNGIE
Serial Number:	78390301	BUNGIE.NET

CH \$615.00 88442936

Property Type	Number	Word Mark
Serial Number:	77784606	DESTINY
Serial Number:	77953184	MARATHON
Serial Number:	74710157	BUNGIE
Serial Number:	88560050	VVV CROSS SAVE
Serial Number:	85483000	CRIMSON STEAM PIRATES
Serial Number:	85639522	BUNGIE AEROSPACE

CORRESPONDENCE DATA

Fax Number: 2125562222

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: 2127905315

Email: dnelson@kslaw.com

Correspondent Name: Danielle Nelson c/o King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 2: FL 35

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 18876.515055

NAME OF SUBMITTER: Danielle Nelson

SIGNATURE: /s/ Danielle Nelson

DATE SIGNED: 09/03/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of August 28, 2019 (this “**Trademark Security Agreement**”), by Bungie, Inc., a Delaware corporation and Bungie Aerospace Corporation, a Delaware corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of August 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any


Execution Version

party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

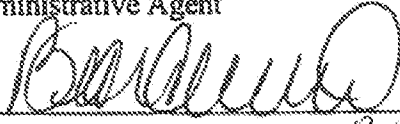
BUNGIE, INC., as a Grantor

DocuSigned by:

By: _____
Name: Allan Peter Parsons
Title: Chief Executive Officer

BUNGIE AEROSPACE CORPORATION, as a
Grantor

DocuSigned by:

By: _____
Name: Allan Peter Parsons
Title: Secretary


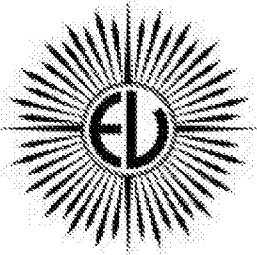

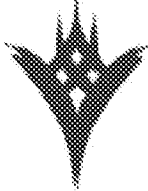



VIRTUS GROUP, LP,
as Administrative Agent





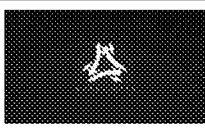



By: 
Name: Beth Cesari
Title: SNR DIR





[Signature Page to Trademark Security Agreement]

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Owner	Mark/Name	Registration Date	Registration No.
Bungie, Inc.	Bungie Foundation	05/23/2019	88442936
Bungie, Inc.	CURSE OF OSIRIS	02/06/2018	87785348
Bungie, Inc.		05/19/2015	86635335
Bungie, Inc.		11/19/2015	86826318
Bungie, Inc.	EVERVERSE TRADING CO.	05/19/2015	86635344
Bungie, Inc.	EVERVERSE	05/19/2015	86635339
Bungie, Inc.		10/29/2014	86439038
Bungie, Inc.		04/28/2015	86613097
Bungie, Inc.	THE TAKBU KING 	04/28/2015	86613077
Bungie, Inc.		10/29/2014	86439035
Bungie, Inc.		08/26/2014	86377470
Bungie, Inc.	VIDOC	05/02/2013	85921820

Owner	Mark/Name	Registration Date	Registration No.
Bungie, Inc.		04/01/2013	85891799
Bungie, Inc.	Become Legend	06/13/2013	85958987
Bungie, Inc.	Become Legend	06/13/2013	85958992
Bungie, Inc.		12/14/2001	78976236
Bungie, Inc.		12/14/2001	78975317
Bungie, Inc.	bungie.net	03/24/2004	78390301
Bungie, Inc.	DESTINY 	07/20/2009	77784606
Bungie, Inc.	Marathon	03/08/2010	77953184
Bungie, Inc.	BUNGIE	08/02/1995	74710157
Bungie, Inc.		08/01/2019	88560050
Bungie Aerospace Corporation		11/29/2011	85483000
Bungie Aerospace Corporation	Bungie Aerospace	05/31/2012	85639522
	BUNGIE GLIMMER		Reg. 9; 16; 28; 41
	CABAL		Reg. 9; 16; 25; 28; 41
Bungie, Inc.	DESTINY	08/13/2012	EU 010731801
Bungie, Inc.	 DESTINY	12/15/2005	EU 12664298
Bungie, Inc.	DESTINY GUARDIANS 2		Reg. 9; 41 - Reg# 40-1432337 Filed 1/30/18, Reg 1/2/19
Bungie, Inc.	DESTINY PER AUDACIA AD ASTRA		Reg. 9
Bungie, Inc.	DESTINY: TO THE STARS		Reg. 9
	 EVERVERSE		App. 16; 35

Owner	Mark/Name	Registration Date	Registration No.
			Reg. 9; 16; 25; 28; 35; 41
	FALLEN		Reg. 9; 16; 28; 41
	GODS OF MARS		App. 9
	HIVE		Reg. 9; 16; 28; 41
	MATTER		App. 9; 41
	MATTER		App. 9; 41
			App. 9; 41
	VEX		Reg. 9; 16; 25; 28; 41
	命运守护者2 (Chinese Characters for DESTINY 2)		"App. 35 Reg. 9; 16; 25; 28; 41"
			Reg. 16; 25; 28
	命运守护者 2		Reg. 16; 25; 28
	命运守护者 2		Reg. 16; 25; 28
	命运守护者2: 环宇众光 (Chinese Characters for DESTINY 2: EVERVERSE)		Reg. 9
	环宇众光 (Chinese Characters for EVERVERSE)		App. 16; 35 Reg. 25; 28; 41
	邦极 (Chinese Characters for BUNGIE)		App. 25; 28 Reg. 9; 16; 35; 41
			App. 9; 16; 25; 28; 35

Applications: None.