

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Faze Clan Inc.		10/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridging Finance Inc.		
<b>Street Address:</b>	77 King Street West		
<b>Internal Address:</b>	Suite 2925, P.O. Box 322		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1K7		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5748189	FAZE	
<b>Registration Number:</b>	4550118	FAZE	
<b>Registration Number:</b>	4906907	FAZE CLAN	
<b>Registration Number:</b>	5353806	FC	
<b>Registration Number:</b>	4421862	FC	
<b>Registration Number:</b>	3680738	F.A.Z.E.	
<b>Serial Number:</b>	87335668	FAZE CLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	125752.00-0001		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		

CH \$190.00 5748189

<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	10/31/2019
<b>Total Attachments: 5</b> source=125752__37684392v1_Faze Clan - Trademark Security Agreement#page1.tif source=125752__37684392v1_Faze Clan - Trademark Security Agreement#page2.tif source=125752__37684392v1_Faze Clan - Trademark Security Agreement#page3.tif source=125752__37684392v1_Faze Clan - Trademark Security Agreement#page4.tif source=125752__37684392v1_Faze Clan - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28th day of October, 2019, by and between **FAZE CLAN INC.**, a Delaware corporation (“Grantor”) and **BRIDGING FINANCE INC.**, in its capacity as agent for the Lender (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

**WHEREAS**, pursuant to that certain loan facility letter agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among Agent, the Lender and Grantor, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Lender is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Credit Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by Grantor to Agent or the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Pledged Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Credit Document. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW, CONSENT TO JURISDICTION, WAIVER OF JURY TRIAL AND JUDICIAL REFERENCE. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, WAIVER OF JURY TRIAL AND JUDICIAL REFERENCE SET FORTH IN SECTION 9.09 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FAZE CLAN INC.,  
a Delaware corporation

By: 

Name: Lee Trisk

Title: President


[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 006784 FRAME: 0420

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BRIDGING FINANCE INC.

By:   
Name: Graham Mack  
Title: Portfolio Manager


[Signature page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademarks

Holder	Trademark	Registration No.	Registration Date	Country of Issue
FAZE CLAN INC.	FAZE	5748189	May 14, 2019	U.S.A.
FAZE CLAN INC.	FAZE	4550118	June 17, 2014	U.S.A.
FAZE CLAN INC.	FAZE CLAN	4906907	March 1, 2016	U.S.A.
FAZE CLAN INC.		5353806	December 12, 2017	U.S.A.
FAZE CLAN INC.		4421862	October 22, 2013	U.S.A.
FAZE CLAN INC.		3680738	September 8, 2009	U.S.A.

Trademark Applications

Holder	Trademark	Serial No.	Filing Date	Country of Application
FAZE CLAN INC.	FAZE CLAN	87332787	February 12, 2017	U.S.A.
FAZE CLAN INC.	FAZE CLAN	87335175	February 14, 2017	U.S.A.
FAZE CLAN INC.	FAZE CLAN	87335668	February 14, 2017	U.S.A.
FAZE CLAN INC.		87335254	February 14, 2017	U.S.A.
FAZE CLAN INC.	FAZE	88644931	October 7, 2019	U.S.A.