

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERBLUE ENTERTAINMENT, INC.		11/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO INNOVATION FUND, LLC		
Street Address:	500 W Madison Street		
Internal Address:	Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3977219	PERBLUE	
Registration Number:	5296390	DARK RIVALS	
Registration Number:	4466167	GREED FOR GLORY	
Registration Number:	4245547	PARALLEL KINGDOM	
Registration Number:	3628602	PARALLEL KINGDOM	
Registration Number:	4267428	PARALLEL MAFIA	
Registration Number:	5646195	PORTAL QUEST	
Registration Number:	4707851	TITAN EMPIRES	
Serial Number:	88580054	PUZZLE FORCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(310) 284-3839		
Email:	wbiro@btlaw.com		
Correspondent Name:	Warren Biro		
Address Line 1:	2029 Century Park East, Suite 300		
Address Line 2:	Barnes & Thornburg LLP		

OP \$240.00 3977219

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 1154382

NAME OF SUBMITTER: Warren Biro

SIGNATURE: /Warren Biro/

DATE SIGNED: 11/18/2019

Total Attachments: 6

source=LAGO - PerBlue - IP Security Agreement (Executed) (11.2019)#page1.tif
source=LAGO - PerBlue - IP Security Agreement (Executed) (11.2019)#page2.tif
source=LAGO - PerBlue - IP Security Agreement (Executed) (11.2019)#page3.tif
source=LAGO - PerBlue - IP Security Agreement (Executed) (11.2019)#page4.tif
source=LAGO - PerBlue - IP Security Agreement (Executed) (11.2019)#page5.tif
source=LAGO - PerBlue - IP Security Agreement (Executed) (11.2019)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 18, 2019 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **PERBLUE ENTERTAINMENT, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of November 18, 2019 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

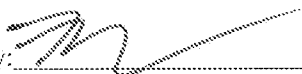
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PERBLUE ENTERTAINMENT, INC.,
a Delaware corporation

By:  _____

Name: FORREST WOODWARD _____

Title: COO _____

Address for Notices:
PERBLUE ENTERTAINMENT, INC.
307 S. Paterson St.
Madison, WI 53703
Attn: Justin Beck, CEO
e: justin@perblue.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:
LAGO INNOVATION FUND, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PERBLUE ENTERTAINMENT, INC.,
a Delaware corporation

By: _____

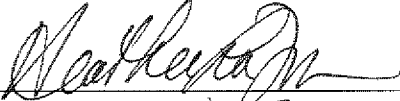
Name: _____

Title: _____

Address for Notices:
PERBLUE ENTERTAINMENT, INC.
307 S. Paterson St.
Madison, WI 53703
Attn: Justin Beck, CEO
e: justin@perblue.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By:  _____

Name: Heather LaFreniere

Title: Managing Partner

Address for Notices:
LAGO INNOVATION FUND, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

EXHIBIT A
COPYRIGHTS

Please Check if No Registered Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

Mark	Country	Serial No.	Reg. No.	Reg. Date	File Date
PUZZLE FORCE	USA	88580054			08/15/2019
PERBLUE	USA	85153111	3977219	06/14/2011	10/14/2010
DARK RIVALS	USA	87363944	5296390	09/26/2017	03/08/2017
GREED FOR GLORY	USA	85954103	4466167	01/14/2014	06/07/2013
PARALLEL KINGDOM	USA	85592403	4245547	11/20/2012	04/09/2012
PARALLEL KINGDOM	USA	77519592	3628602	05/26/2009	07/10/2008
PARALLEL MAFIA	USA	85592390	4267428	01/01/2013	04/09/2012
PORTAL QUEST	USA	87383610	5646195	01/08/2019	03/23/2017
TITAN EMPIRES	USA	86355329	4707851	03/24/2015	08/01/2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>