

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Funko Games, LLC	FORMERLY Forrest-Pruzan Creative, LLC	03/22/2019	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	PNC Bank, National Corporation
Street Address:	500 First Ave
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5624156	BEARD BALL
Registration Number:	4923561	WONKY
Registration Number:	5192343	REALLY BAD ART
Registration Number:	3993036	HAIKUBES
Registration Number:	4235336	APPPLAY
Registration Number:	5302914	DONNER DINNER PARTY
Serial Number:	88247382	PROSPERO HALL
Registration Number:	5308405	THE WIZARD ALWAYS WINS
Registration Number:	5399540	HOW TO ROB A BANK
Registration Number:	5308470	SHIFTY EYED SPIES

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

OP \$265.00 5624156

Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18076

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 12/11/2019

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 22, 2019, by FUNKO GAMES, LLC (f/k/a Forrest-Pruzan Creative, LLC), a Washington limited liability company ("Grantor"), in favor of PNC Bank, National Association, in its capacity as collateral agent for the Secured Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement Supplement, dated as of the date hereof, under which it becomes a party to that certain Pledge and Security Agreement, dated October 22, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and all rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

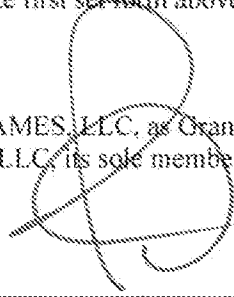
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This 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.

[Remainder of page intentionally left blank; signature page follows.]

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

FUNKO GAMES, LLC, as Grantor
By: Funko, LLC, its sole member

A handwritten signature in black ink, appearing to read "Russell Nickel", is written over the signature line. The signature is stylized and somewhat cursive.

By: _____

Name: Russell Nickel

Title: Chief Financial Officer and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark Name	Registered Owner	Registration Number (App. No.)	Registration Date (App. Date)
BEARD BALL	Forrest-Pruzan Creative	5624156	12/04/2018
WONKY	Forrest-Pruzan Creative, LLC	4923561	03/22/2016
REALLY BAD ART	Forrest-Pruzan Creative, LLC	5192343	04/25/2017
HAIKUBES	Forrest-Pruzan Creative, LLC	3993036	07/12/2011
APPPLAY	Forrest-Pruzan Creative, LLC	4235336	10/30/2012
DONNER DINNER PARTY	Forrest-Pruzan Creative, LLC	5302914	10/03/2017
PROSPERO HALL	Forrest-Pruzan Creative, LLC	(88247382)	(01/02/2019)
THE WIZARD ALWAYS WINS	Forrest-Pruzan Creative, LLC	5308405	10/10/2017
HOW TO ROB A BANK	Forrest-Pruzan Creative, LLC	5399540	02/13/2018
SHIFTY EYED SPIES	Forrest-Pruzan Creative, LLC	5308470	10/10/2017