

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Void, LLC		08/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VR Boom LLC		
Street Address:	5520 State Farm Road		
City:	Voorheesville		
State/Country:	NEW YORK		
Postal Code:	12186		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87955757	NICODEMUS: DEMON OF EVANISHMENT	
Serial Number:	87178356	STEP BEYOND REALITY	
Serial Number:	86814342	VOID STUDIOS	
Serial Number:	86652379	VOID VR	
Registration Number:	5149385	RAPTURE	
Registration Number:	5142498	RAPTURE	
Registration Number:	4883024	RAPTURE	
Registration Number:	4878613	THE VOID	
Registration Number:	4875421	THE VOID	
Registration Number:	4918987	THE VOID	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 ATLANTIC AVENUE		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		

OP \$265.00 87955757

Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	T0643.40001US00
NAME OF SUBMITTER:	Douglas R. Wolf
SIGNATURE:	/drw/
DATE SIGNED:	02/21/2020
Total Attachments: 9 source=Loan and Security Agreement - Execution Copy_Redacted#page1.tif source=Loan and Security Agreement - Execution Copy_Redacted#page2.tif source=Loan and Security Agreement - Execution Copy_Redacted#page3.tif source=Loan and Security Agreement - Execution Copy_Redacted#page4.tif source=Loan and Security Agreement - Execution Copy_Redacted#page5.tif source=Loan and Security Agreement - Execution Copy_Redacted#page6.tif source=Loan and Security Agreement - Execution Copy_Redacted#page7.tif source=Loan and Security Agreement - Execution Copy_Redacted#page8.tif source=Loan and Security Agreement - Execution Copy_Redacted#page9.tif	

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this "Agreement") is made as of August 19, 2019, by **THE VOID, LLC**, a Delaware limited liability company with a mailing address of 644 North 2000 W, Lindon, UT 84042 (hereinafter collectively referred to as "Pledgor"), in favor of **VR Boom LLC**, a Delaware limited liability company with a mailing address of 5520 State Farm Road, Voorheesville, NY 12186 (the "Lender"), witnesseth:

RECITALS

WHEREAS, the Lender has agreed to make a loan to Pledgor in the amount of [REDACTED] (the "Loan"); and

WHEREAS, the Loan is evidenced by a Promissory Note dated as of August 19, 2019 from the Pledgor and payable to the order of the Lender in the face amount of [REDACTED] (the "Note"); and

WHEREAS, as a condition of making the Loan, the Lender requires the Pledgor grant the Lender a security interest in all of Pledgor's assets;

NOW, THEREFORE, in order to secure the prompt payment of all past, present, and future indebtedness, liabilities, and obligations of the Pledgor to the Lender of any nature whatsoever in connection with the Loan, together with all obligations of the Pledgor to the Lender hereunder and under the Note (collectively, the "Pledgor's Liabilities"), and the performance by the Pledgor of all of the terms, conditions, and provisions of this Agreement and the Note (collectively the "Loan Documents"), the Pledgor agrees with the Lender as follows:

1. Certain Defined Terms.

a. Any term used in this Agreement or in any financing statement filed in connection herewith which is defined in the Uniform Commercial Code (or any successor statute), as adopted and in force in the State of New York (the "UCC") and not otherwise defined in this Agreement shall have the meaning given to the term in the UCC, including, without limitation, Accession, Account Debtor, Chattel Paper, Account, Commercial Tort Claim, Deposit Account, Document, Electronic Chattel Paper, Equipment, Fixture, General Intangibles, Instrument, Inventory, Investment Property, Letter-of-Credit Right, Proceeds, Supporting Obligation, and Tangible Chattel Paper.

b. "Collateral" means all personal property of Pledgor, wherever located and whether now owned by Pledgor or hereafter acquired, including but not limited to (a) all Inventory; (b) all General Intangibles; (c) all Accounts; (d) all Chattel Paper; (e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services; (f) all Equipment, Furnishing and Fixtures; (g) all Investment Property; (h) all Commercial Tort Claims; (i) all Letter-of-Credit Rights; (j) all Deposit Accounts and funds on deposit therein; and (j) all parts,

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replacements, substitutions, profits, products, Accessions, cash and non-cash Proceeds, and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral also includes all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

2. Security Interest.

a. As security for the full and final payment and performance of the Loan, Pledgor hereby grants to the Lender a continuing security interest in and to all right, title, and interest of Pledgor in and to the Collateral, whether now owned or hereafter acquired by Pledgor.

b. Pledgor authorizes the Lender (or its designees) to file any and all financing statements (and other similar filings or public records or notices relating to the perfection of security interests), and amendments thereto relating to the Collateral which the Lender deems appropriate, in form and substance required by the Lender and to (a) describe the Collateral thereon (i) as "all personal property of the debtor," "all assets," or words of similar effect, if appropriate and permitted by applicable law, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or any other applicable law, or (ii) by specific collateral category and (b) include therein all other information which is required by Article 9 of the UCC or other applicable law with respect to the preparation or filing of a financing statement (or other similar filings or public records or notices relating to the perfection of security interests) or amendment.

3. Title to Collateral. The Pledgor warrants and represents that it is the lawful owner of the Collateral, and has the full right, power, and authority to convey, transfer, and grant the security title and security interest in the Collateral granted herein to the Lender.

4. Further Assurances. The Pledgor will take commercially reasonable steps to defend its title to the Collateral against all claims and will, upon request of the Lender, (a) furnish such further assurances of title as may be required by the Lender, (b) deliver and execute or cause to be delivered and executed, in form and content satisfactory to the Lender, any financing statements, notices, certificates of title, and other documents and pay the cost of filing or recording the same in all public offices deemed necessary by the Lender, as well as any recordation, documentary, or transfer tax required by law to be paid in connection with such filing or recording, and (c) do such other acts as the Lender may reasonably request in order to perfect, preserve, maintain, or continue the perfection of the Lender's security interest in the Collateral and/or its priority.

5. Default. The occurrence of any one or more the following events shall constitute an event of default (an "Event of Default") under this Agreement: (a) failure of the Pledgor to perform, observe, or comply with any of the provisions of this Agreement or the Note, after giving effect to any applicable grace period; (b) the filing of any petition for relief under any provision of the Federal Bankruptcy Code or any similar state law is brought by or against the Pledgor; (c) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by or the insolvency of, the Pledgor; or (d) the dissolution, merger, consolidation, or reorganization of the Pledgor.

6. Rights and Remedies Upon Default. Upon the occurrence of an Event of Default hereunder (and in addition to all of its other rights, powers, and remedies under this Agreement), the Lender may, at its option, and without notice to the Pledgor, declare the unpaid balance of the Loan to be immediately due and payable. The occurrence or non-occurrence of an Event of Default shall in no manner impair the ability of the Lender to demand payment or any portion of the Loan which is payable on demand. The Lender shall have all of the rights and remedies of a secured party under the UCC and other applicable law in the State of New York. The Lender shall apply the proceeds of any sale or other disposition of any realization of the Collateral at any time after the occurrence and during the continuance of an Event of Default or after or after acceleration of the sums due under the Loan Documents, first to the payment of the reasonable costs and expenses incurred by the Lender in connection with such sale or other disposition or realization, including reasonable attorneys' fees and legal expenses, second to the repayment of the Pledgor's Liabilities to the Lender, whether on account of principal or interest or otherwise as the Lender in its sole discretion may elect, and then to the payment of the balance, if any, as required by law. If the proceeds of any such sale or other disposition of the Collateral are insufficient to pay the Pledgor's Liabilities and the Lender's reasonable costs hereunder, the Pledgor shall be liable for any deficiency.

7. Due Authority, Insolvency. Pledgor represents and warrants to Lender that all required action on the part of the Pledgor required to be taken to authorize its execution and delivery of this Agreement and to authorize the grant of the security interest herein have been duly taken and authorized. The Pledgor has all requisite power, authority and legal right (x) to execute and deliver this Agreement and to grant the security interest hereunder and (y) to own its properties and assets and carry and conduct its business as presently conducted or proposed to be conducted. Pledgor will not be rendered insolvent by entering into the Loan transaction and the pledge of all of its assets as security therefore.

8. Remedies Cumulative. Each right, power, and remedy of the Lender as provided for in this Agreement or in the Note or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the Note or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lender or any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers, or remedies.

9. Waiver. No failure or delay by the Lender to insist upon the strict performance of any term, condition, covenant, or agreement of this Agreement or of the Note, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude the Lender from exercising any such right, power, or remedy at any later time or times.

10. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be given in writing by delivering the same in person to the intended addressee, by overnight courier service with guaranteed next day delivery or by certified United States Mail, postage prepaid sent to the intended addressee at the applicable address set forth on Page 1 hereof or

to such different address as either Pledgor or Lender shall have designated by written notice to the other sent in accordance herewith. Such notices shall be deemed given when received or, if earlier, in the case of delivery by courier service with guaranteed next day delivery, the next day or the day designated for delivery, or in the case of delivery by certified United States mail, two days after deposit therein.

11. Miscellaneous. Time is of the essence of this Agreement. The section headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof. Neither this Agreement nor any term, condition, covenant, or agreement hereof may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall be governed by the laws of the State of New York and shall be binding upon the Pledgor and its heirs, executors, administrators, legal representatives, successors, and assigns, and shall inure to the benefit of the Lender and its successors and assigns. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust, and an organization. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. All references herein to any document, instrument, or agreement shall be deemed to refer to such document, instrument, or agreement as the same may be amended, modified, restated, supplemented, or replaced from time to time. Signatures delivered by facsimile or PDF file format shall have the same effect as if originally-executed hereto.

[Continued on following page.]

IN WITNESS WHEREOF, the Pledgor has caused its duly authorized officers to execute this Agreement and to affix its corporate seal hereto, as of the day and year first written above.

PLEDGOR:

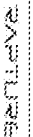



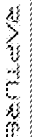
THE VOID, LLC





By: 










Name: CRAG WATSON








Title: CHAIRMAN

4841-3527-8753.43

Country	Mark	Image	Status	Application Number	Application Date	Registration Number	Registration Date	Owner Name	Class(es)
United States	NICODEMUS: DEMON OF EVANISHMENT		Allowed	87/955757	06/10/2018			The Void, LLC	09, 41
United States	VOID STUDIOS		Allowed	86/814342	11/09/2015			The Void, LLC	09, 41
United States	STEP BEYOND REALITY		Allowed	87/178356	09/21/2016			The Void, LLC	09, 41
United States	VOID VR		Allowed	86/652379	06/04/2015			The Void, LLC	09, 41
United States	THE MOTH & THE FLAME		Registered	86/104541	10/29/2013	4517864	04/22/2014	KPB, LLC	09, 25, 41
Australia	NICODEMUS		Pending	2007142	05/03/2019			The Void, LLC	09, 16, 25, 28, 41, 42
Australia	THE VOID STEP BEYOND REALITY		Pending	2007133	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Australia	RAPTURE		Pending	2007141	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Australia	RAPTURE (Stylized)		Pending	2007140	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Australia	THE VOID		Pending	2007136	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Australia	THE VOID Logo		Pending	2007135	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Australia	VOID Logo		Pending	2007134	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
United States	THE VOID		Registered	86/394716	09/15/2014	4875421	12/22/2015	The Void, LLC	41
United States	THE VOID Logo		Registered	86/518836	01/29/2015	4878613	12/29/2015	The Void, LLC	09, 41
Australia	STEP BEYOND REALITY		Pending	2007137	05/03/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
United States	RAPTURE		Registered	86/518849	01/29/2015	4883024	01/05/2016	The Void, LLC	28
United States	THE VOID		Registered	86/394693	09/15/2014	4918987	09/15/2016	The Void, LLC	09
United States	RAPTURE		Registered	86/652384	06/04/2015	5142498	02/14/2017	The Void, LLC	09
United States	RAPTURE (Stylized)		Registered	86/933284	03/08/2016	5149385	02/28/2017	The Void, LLC	09, 28

Australia	THE MOTH & THE FLAME		Registered	1206181	05/06/2014	1206181	05/06/2014	KPB, LLC	09
European Union	THE MOTH & THE FLAME		Registered	1206181	05/06/2014	1206181	05/06/2014	KPB, LLC	09
Int. Agreement & Protocol	THE MOTH & THE FLAME		Registered	1206181	05/06/2014	1206181	05/06/2014	KPB, LLC	09
Japan	THE MOTH & THE FLAME		Registered	1206181	05/06/2014	1206181	05/06/2014	KPB, LLC	09
Korea Republic of	THE MOTH & THE FLAME		Registered	1206181	05/06/2014	1206181	05/06/2014	KPB, LLC	09
Australia	THE VOID		Registered	1255091	01/16/2015	1255091	01/16/2015	KPB, LLC	09, 41
China	THE VOID		Registered	1255091	01/16/2015	1255091	01/16/2015	KPB, LLC	41
European Union	THE VOID		Registered	1255091	01/16/2015	1255091	01/16/2015	KPB, LLC	09, 41
Int. Agreement & Protocol	THE VOID		Registered	1255091	01/16/2015	1255091	01/16/2015	KPB, LLC	09, 41
Japan	THE VOID		Registered	1255091	01/16/2015	1255091	01/16/2015	KPB, LLC	41
Singapore	THE VOID		Registered	1255091	01/16/2015	1255091	01/16/2015	KPB, LLC	09, 41
Australia	RAPTURE		Registered	1280402	07/28/2015	1280402	07/28/2015	KPB, LLC	09
Australia	THE VOID Logo		Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	09, 41
China	RAPTURE		Registered	1280402	07/28/2015	1280402	07/28/2015	KPB, LLC	09
China	THE VOID Logo		Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	09, 41
European Union	RAPTURE		Registered	1280402	07/28/2015	1280402	07/28/2015	KPB, LLC	09
European Union	THE VOID Logo		Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	09, 41
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Int. Agreement & Protocol	THE VOID Logo		Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	09, 41

Japan	RAPTURE			Registered	1280402	07/28/2015	1280402	07/28/2015	KPB, LLC	09
Japan	THE VOID Logo			Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	41
Korea, Republic of	RAPTURE			Registered	1280402	07/28/2015	1280402	07/28/2015	KPB, LLC	09
Korea, Republic of	THE VOID Logo			Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	09, 41
Singapore	RAPTURE			Registered	1280402	07/28/2015	1280402	07/28/2015	KPB, LLC	09
Singapore	THE VOID Logo			Registered	1267396	07/28/2015	1267396	07/28/2015	KPB, LLC	09, 41
China	RAPTURE (Stylized)			Registered	1313972	07/14/2016	1313972	07/14/2016	The Void, LLC	09, 28
European Union	RAPTURE (Stylized)			Registered	1313972	07/14/2016	1313972	07/14/2016	The Void, LLC	09, 28
Int. Agreement & Protocol	RAPTURE (Stylized)			Registered	1313972	07/14/2016	1313972	07/14/2016	The Void, LLC	09, 28
Singapore	RAPTURE (Stylized)			Registered	1313972	07/14/2016	1313972	07/14/2016	The Void, LLC	09, 28
Australia	STEP BEYOND REALITY			Registered	1343707	01/24/2017	1343707	01/24/2017	The Void, LLC	09, 41
China	STEP BEYOND REALITY			Registered	1343707	01/24/2017	1343707	01/24/2017	The Void, LLC	09, 41
Int. Agreement & Protocol	STEP BEYOND REALITY			Registered	1343707	01/24/2017	1343707	01/24/2017	The Void, LLC	09, 41
Japan	STEP BEYOND REALITY			Registered	1343707	01/24/2017	1343707	01/24/2017	The Void, LLC	09, 41
Korea, Republic of	STEP BEYOND REALITY			Registered	1343707	01/24/2017	1343707	01/24/2017	The Void, LLC	09, 41
European Union	NICODEMUS			Registered	018056021	04/26/2019	018056021	11/13/2019	The Void, LLC	09, 16, 25, 28, 41, 42
European Union	STEP BEYOND REALITY			Registered	018056015	04/26/2019	018056015	11/15/2019	The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
European Union	THE VOID			Registered	018055980	04/26/2019	018055980	11/15/2019	The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
European Union	THE VOID Logo			Registered	018056004	04/26/2019	018056004	11/15/2019	The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42

European Union	THE VOID STEP BEYOND REALITY		Registered	018056020	04/26/2019	018056020	11/15/2019	The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
European Union	VOID Logo		Registered	018056006	04/26/2019	018056006	11/15/2019	The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Canada	THE VOID Logo		Registered	1739455	07/29/2015	TMA1040603	07/12/2019	The Void, LLC	09, 41
Canada	RAPTURE		Refused	1739451	07/29/2015			The Void, LLC	28
Canada	THE VOID		Pending	1711406	01/19/2015			The Void, LLC	41
European Union	RAPTURE		Opposed	018056008	04/26/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
European Union	RAPTURE (Stylized)		Refused	018056011	04/26/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Jamaica	NICODEMUS		Published	076617	12/27/2018			The Void, LLC	09, 16, 25, 28, 41, 42
Jamaica	RAPTURE		Published	076621	12/27/2018			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
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Jamaica	STEP BEYOND REALITY		Published	076622	12/27/2018			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Jamaica	THE VOID		Published	076618	12/27/2018			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Jamaica	THE VOID Logo		Published	076620	12/27/2018			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Jamaica	THE VOID STEP BEYOND REALITY		Published	076624	12/27/2018			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Jamaica	TRAVEL BEYOND REALITY		Refused	076891	02/11/2019			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Jamaica	VOID Logo		Published	076619	12/27/2018			The Void, LLC	09, 14, 16, 21, 25, 28, 35, 38, 41, 42
Malaysia	THE VOID		Pending	2018071480	10/15/2018			The Void, LLC	09
Malaysia	THE VOID		Pending	2018071485	10/15/2018			The Void, LLC	41
United States	BACKTOP		Pending		08/24/2015			The Void, LLC	