

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTIMATE GAMER, LLC		04/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EXCEL MEMBERS, LLC		
Street Address:	103 Plaza Dr.		
Internal Address:	Suite B		
City:	St. Clairsville		
State/Country:	OHIO		
Postal Code:	43950		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88346481	BEST GAMER ON THE PLANET	
Serial Number:	88346438	BEST GAMER IN THE WORLD	
Serial Number:	88346452	BEST GAMER ON EARTH	
Serial Number:	88111694	ULTIMATE GAMER	
Serial Number:	88111652		
Serial Number:	87956642	ULTIMATE GAMER	
CORRESPONDENCE DATA			
Fax Number:	3129855999		
<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:	3129855900		
Email:	ipdocket@clarkhill.com		
Correspondent Name:	Adam J. Fromm Clark Hill PLC		
Address Line 1:	130 East Randolph Street		
Address Line 2:	Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	J6669/404058		

OP \$165.00 88346481

NAME OF SUBMITTER:	Adam J. Fromm
SIGNATURE:	/Adam J. Fromm/
DATE SIGNED:	04/22/2020
Total Attachments: 7 source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page1.tif source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page2.tif source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page3.tif source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page4.tif source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page5.tif source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page6.tif source=Trademark Security Agreement - Ultimate Gamer (4-7-20) executed-notarized (002)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated April 7, 2020, is made by ULTIMATE GAMER, LLC, a Delaware limited liability company (the "Grantor"), for the benefit of EXCEL MEMBERS, LLC, a Delaware limited liability company (the "Lender").

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Non-Revolving Line of Credit Note, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note"), pursuant to which the Grantor and the Lender agree that the Lender shall extend credit to the Grantor as set forth in the Note; and

WHEREAS in order to secure the loans to be made pursuant to the Note, the Grantor has executed and delivered to the Lender that certain Security Agreement dated of even dated herewith (the "Security Agreement"), pursuant to which the Grantor has granted to the Lender a security interest in certain of its assets, including, without limitation, the Grantor's trademarks, trademark applications, trade names and goodwill pursuant to the terms and conditions of this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Note shall have such defined meanings when used herein.

2. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Debt, the Grantor hereby grants and conveys to the Lender a Lien in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule A, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Grantor's business including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks (all of the foregoing in clause (i) and (ii) above collectively, the "Trademark Collateral").

3. Protection of Security Interest. That Grantor agrees that until payment in full of the Note, interest thereon, and all fees and other obligations of the Grantor thereunder and the performance of all other obligations of the Grantor under the Loan Documents, the Grantor will not, without the Lender's prior written consent, enter into any agreement relating to the Trademark Collateral or take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action that would affect the Prior Security Interest on the Trademark Collateral or the validity or enforcement of the rights granted to the Lender under this Trademark Security Agreement.

4. Trademarks. The Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks now owned by the Grantor, and such Trademarks constitute all of the Trademarks necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without, to the Grantor's knowledge and belief, conflict with the rights of others. The Grantor hereby authorizes the Lender, as its attorney in fact, to modify this Trademark Security Agreement by amending Schedule A to include any future Trademarks under Section 2 above or under this Section 4, and to file or refile Trademark Security Agreement with the United States Patent and Trademark Office.

5. Representations and Warranties. The Grantor represents and warrants to and agrees with the Lender that, except as otherwise set forth in the schedules hereto:

(i) The Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To Grantor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable;

(iii) The Grantor is the owner of the Trademarks set forth on Schedule A and has the power and authority to make, and will continue to have authority to perform, this Trademark Security Agreement according to its terms; and

(iv) This Trademark Security Agreement does not violate and is not in contravention of any other agreement to which the Grantor is a party or any judgment or decree by which the Grantor is bound and does not require any consent under any other agreement to which the Grantor is a party or by which the Grantor is bound. The Grantor hereby authorizes the Patent and Trademark Office to issue any and all certificates of registration on all Trademarks to the Lender following the occurrence and during the continuance of a Specified Default as the grantee of the pledge of the Grantor's entire interest.

6. Royalties; Terms. The Grantor hereby agrees that the use by the Lender of all Trademark Collateral of the Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Lender to the Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder or (ii) payment in full of the Note, interest thereon, and all fees and other obligations of the Grantor thereunder and the performance of all other obligations of the Grantor under the Loan Documents.

7. Duties of the Grantor. Except as may be otherwise agreed to by the Lender, the Grantor shall have the duty to (i) prosecute diligently any material trademark or service mark application made by it pending as of the date hereof or thereafter until payment in full of the Note, interest thereon, and all fees and other obligations of the Grantor thereunder, termination of the Note and all other Loan Documents, (ii) make application on trademarks and service, (iii) trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks

and (iv) take all steps necessary to ensure that the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Section 7 shall be borne by the Grantor. The Grantor shall not abandon (a) any right to file a trade application, (b) any pending trademark application or (c) any Trademark without the consent of the Lender.

8. Financing Statements; Documents. The Grantor hereby authorizes the Lender to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Lender. The Grantor will pay the costs of filing and/or recording this Trademark Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Lender. The Grantor will execute and deliver to the Lender from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional security agreements to be filed with the United States Patent and Trademark Office, as the Lender may require for the purpose of confirming the Lender's security interest in the Trademark Collateral.

9. Waivers. No course of dealing between the Grantor and the Lender nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

11. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Effect on Other Documents. All of the Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby, by the Note or any other Loan Document, or by any other agreements or by applicable Law shall be cumulative and may be exercised singularly or concurrently. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is incorporated herein by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision contained herein. The Grantor acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Note or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

13. Binding Effect; Benefits. This Trademark Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns, provided that the Grantor may not assign this Trademark Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Trademark Security Agreement and any such attempted assignment or delegation shall be null and void.

14. Governing Law. This Trademark Security Agreement has been delivered and accepted in Miami, Florida and shall be governed by and construed in accordance with the Laws of the State of Florida without regard to the conflict of law provisions thereof.

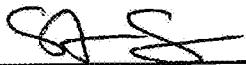
15. Notices. All notices, statements, requests and demands and other communications given to or made upon any party hereto in connection with this Trademark Security Agreement shall be given or made in accordance with Section 13(f) of the Note.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

Ultimate Gamer, LLC,
a Delaware limited liability company

By: 
Esteban Suarez, its Manager

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

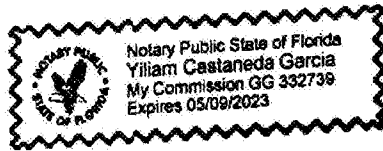
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 06 day of April, 2020 by Esteban Suarez, who acknowledged himself to be the Manager of Ultimate Gamer, LLC, a Delaware limited liability company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Y. Castaneda Garcia

Notary Public, State of Florida

Yilam Castaneda Garcia
Print Name of Notary

My commission expires: 05/09/23 (notary seal)



SCHEDULE A

TRADEMARKS

Registered Trademarks

Trademark	Serial #	Registration #	Registration Date	Filing Date
Best Gamer on the Planet	88346481	N/A	N/A	03/19/2019
Best Gamer in the World	88346438	N/A	N/A	03/19/2019
Best Gamer on Earth	88346452	6015466	03/17/2020	03/19/2019
Ultimate Gamer [logo]	88111694	5836221	08/13/2019	09/11/2018
[logo]	88111652	5789741	06/25/2019	09/11/2018
Ultimate Gamer	87956642	5877313	10/08/2019	06/11/2018

J6669\404058\223373270.v6