

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM576731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scopely, Inc.		04/06/2020	Corporation: DELAWARE
Aftershock LA Studios, Inc.		04/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	9378 Wilshire Boulevard, Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4878593	SPIRIT LORDS	
Registration Number:	4634001	THIS MEANS WAR!	
Serial Number:	88476529	DIRECTED-BY-CONSUMER	
Serial Number:	88472139	S	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822000 x2108		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
NAME OF SUBMITTER:	David W. Grace		
SIGNATURE:	/dwg/		
DATE SIGNED:	05/15/2020		
Total Attachments: 11			

OP \$115.00 4878593

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2020 (this "Agreement"), is made by Scopely, Inc., a Delaware corporation and Aftershock LA Studios, Inc., a Delaware corporation (hereinafter, collectively, "Grantor") in favor of East West Bank, as Lender ("Secured Party"), with reference to the following:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of March 7, 2019, by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender has agreed to make Loans to Grantor subject to and in accordance with the terms and conditions of the Loan Agreement and the other Loan Documents; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall execute and deliver this Agreement, and grant the Liens provided for in this Agreement to Secured Party;

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including, without limitation, those referred to on Schedule I hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any trademark or trademark registration, including, without limitation, those referred to on Schedule I hereto; and

(c) all proceeds of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to Secured Party that on the date hereof and to Grantor's knowledge Schedule I hereto is a complete and correct list of all material trademarks and licensed trademarks of Grantor and of all material licenses by which Grantor licenses any of its trademarks to any third party.

[Remainder of Page Intentionally Left Blank]

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

SCOPELY, INC.

By: 

Name: Javier Ferreira

Title: Co-Chief Executive Officer

AFTERSHOCK LA STUDIOS, INC.

By: _____

Name: Mike Kim

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By: _____

Name: Sonny Gulati

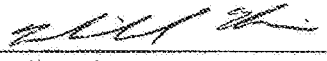
Its: First Vice President

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

SCOPELY, INC.

By: _____
Name: Javier Ferreira
Title: Co-Chief Executive Officer

AFTERSHOCK LA STUDIOS, INC.

By: 
Name: Mike Kim
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By: _____
Name: Sonny Gulati
Its: First Vice President

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

SCOPELY, INC.

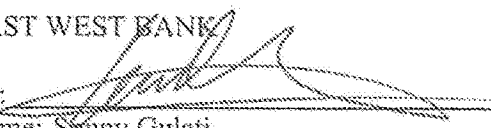
By: _____
Name: Javier Ferreira
Title: Co-Chief Executive Officer

AFTERSHOCK LA STUDIOS, INC.

By: _____
Name: Mike Kim
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By:  _____
Name: Sonny Gulati
Title: First Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

1. **SPIRIT LORDS**

Registration No. 4,878,593

Class 9

2. **THIS MEANS WAR!**

Registration No. 4,634,001

Classes 9, 41

3. **DIRECTED-BY-CONSUMER**

Serial No. 88-476,529

Class: 42

4. **S**

Serial No. 88-472,139

Classes: 9, 41, 42

FOREIGN TRADEMARK REGISTRATIONS

1. **THIS MEANS WAR!**

Serial No. 81-349,342

Registration No. 1,527,577

Class: 41

2. **THIS MEANS WAR!**

Serial No. 81-349,340

Registration No. 1,528,896

Class: 9

3. **THIS MEANS WAR!**

Serial No. 81-348,791

Registration No. 1,001,651

Classes: 9, 41

4. **THIS MEANS WAR!**

Serial No. 81-348,789

Registration No. 1,209,393

Classes: 9, 41

5. **THIS MEANS WAR!**

Serial No. 81-348,787

Registration No. TMA956663

Classes: 9, 41

6. **THIS MEANS WAR!**

Serial No. 81-348,785

Registration No. 1,634,916

Classes: 9, 41

7. **SPIRIT STORM (in Japanese Kanji)**

Serial No. 81-346,314

Registration No. 5,708,914

Classes: 9, 41

8. FUREUR DES ESPRITS

Serial No. 81-345,863

Registration No. 4,095,712

Classes: 9, 41

9. BATALHA DOS ESPÍRITOS

Serial No. 81-345,861

Registration No. 907,852,653

Class: 41

10. BATALHA DOS ESPÍRITOS

Serial No. 81-345,859

Registration No. 907,852,599

Class: 9

11. SENHORES DOS ESPÍRITOS

Serial No. 81-345,857

Class: 41

12. SENHORES DOS ESPÍRITOS

Serial No. 81-345,855

Class: 9

13. STURM DER SEELEN

Serial No. 81-345,853

Registration No. 302,014,049,049

Classes: 9, 41

14. ESPÍRITUS GUARDIANES

Serial No. 81-345,851

Registration No. 3,514,217

Classes: 9, 41

15. **SPIRITI DI GUERRA**

Serial No. 81-345,849

Registration No. 1,632,001

Classes: 9, 41

16. **SPIRIT STORM (in Japanese Katakana)**

Serial No. 81-345,845

Registration No. 5,723,866

Classes: 9, 41

17. **SPIRIT STORM**

Serial No. 81-345,843

Registration No. 12,721,429

Classes 9, 38, 41

18. **SPIRIT LORDS**

Serial No. 81-345,839

Registration No. 13,633,938

Classes: 9, 38, 41

19. **SPIRIT LORDS**

Serial No. 81-345,837

Registration No. 16,771,478

Class: 41

20. **SPIRIT LORDS**

Serial No. 81-345,835

Registration No. 16,771,479

Class: 9

21. **SPIRIT LORDS**

Serial No. 81-345,833

Registration No. 5,789,952

Classes: 9, 41

22. **SPIRIT LORDS**

Serial No. 81-345,831

Registration No. 4,500,617,440,000

Classes: 9, 41

23. **SHENG LING FENG BAO (SPIRIT STORM in traditional Chinese)**

Serial No. 81-345,825

Registration No. 14,594,279

Class: 9

24. **SHENG LING FENG BAO (SPIRIT STORM in traditional Chinese)**

Serial No. 81-345,823

Registration No. 14,594,278

Class: 41

25. **SHENG LING FENG BAO (SPIRIT STORM in simplified Chinese)**

Serial No. 81-345,821

Registration No. 14,594,274

Class: 9

26. **SHENG LING FENG BAO (SPIRIT STORM in simplified Chinese)**

Serial No. 81-345,819

Registration No. 14,594,273

Class: 41

27. **SPIRIT LORDS (in Cyrillic)**

Serial No. 81-345,817

Registration No. 567,390

Classes: 9, 41

TRADEMARK LICENSES

None.