

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faze Clan Inc.		12/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CPH Phase II SPV LP		
Street Address:	2140 S Dupont Hwy		
City:	Camden		
State/Country:	DELAWARE		
Postal Code:	19934		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5748189	FAZE	
Registration Number:	4550118	FAZE	
Registration Number:	4906907	FAZE CLAN	
Registration Number:	5353806	FC	
Registration Number:	4421862	FC	
Registration Number:	5970010	FAZE CLAN	
Serial Number:	87332787	FAZE CLAN	
Serial Number:	87335175	FAZE CLAN	
Serial Number:	87335254	FC	
Serial Number:	88644931	FAZE	
Serial Number:	88669852	ATLANTA FAZE	
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:	4243020717		
Email:	uspto@keatsgatiens.com		
Correspondent Name:	Konrad Gatiens		
Address Line 1:	c/o Keats Gatiens, LLP		
Address Line 2:	120 S. El Camino Dr., Suite 207		

OP \$290.00 5748189

Address Line 4: Beverly Hills, CALIFORNIA 90212

NAME OF SUBMITTER: Konrad Gatien

SIGNATURE: /s/

DATE SIGNED: 12/16/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this “Trademark Security Agreement”), dated December 15, 2020, is made by Faze Clan Inc., a Delaware corporation (the “Company”), and CPH Phase II SPV LP, a Delaware limited partnership (the “Secured Party”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Secured Party are parties to the Secured Convertible Note Purchase Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which the Secured Party has advanced funds to the Company in exchange for the issuance to the Secured Party of one or more secured convertible promissory notes (collectively, as amended, restated or otherwise modified from time to time, the “Notes”);

WHEREAS, the Purchase Agreement requires that the Company execute and deliver to the Secured Party that certain Pledge and Security Agreement dated as of even date herewith made by the Company to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Company and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Secured Party to perform under the Purchase Agreement, the parties agree as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Secured Party a security interest in all of the Company’s right, title and interest in and to the following (the “Collateral”):

- (i) the Trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;
- (ii) all extensions and renewals of and as applicable to any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or

breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Company under this Trademark Security Agreement secures the payment of all obligations of the Company now or hereafter existing under or in respect of the Notes, the Security Agreement and the Purchase Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Commissioner for Trademarks and any other applicable government officer (and any state, foreign or other authority to which this Trademark Security Agreement is submitted) record this Trademark Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Party in the Collateral. All such recordations shall be at the expense of the Secured party.

SECTION 4. Newly Registered Patents, Trademarks and Copyrights. The Company hereby agrees, upon the request of the Secured Party, to provide the Secured Party a schedule of newly registered Trademarks, no more than four (4) times per calendar year.

SECTION 5. Authorization to Supplement. The Company hereby authorizes the Secured Party to unilaterally modify Schedule A hereto to include references to any registered Trademarks (or application or license therefor) acquired by the Company after the execution hereof, other than Excluded Collateral, or to delete any reference to any Collateral in which the Company no longer has or claims any right, title or interest (in the sole discretion of the Secured Party and without first obtaining the Company's approval thereof or signature thereto, but provided that promptly thereafter, the Secured Party provides notice of the same to the Company).

SECTION 6. Transaction Documents. This Trademark Security Agreement has been entered into in conjunction with the provisions of, and the security interest granted to the Secured Party under, the Security Agreement. The rights and remedies of the Company and the Secured Party with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the Purchase Agreement or the Notes, the provisions of the Security Agreement, the Purchase Agreement or the Notes, as applicable, shall govern.

SECTION 7. Termination. Upon the payment in full of the Obligations (excluding contingent Obligations as to which no claim has been asserted) and termination of the

Security Agreement, the Secured Party shall execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Trademark Security Agreement. Further, the Secured Party hereby acknowledges and agrees that the security interest in the Collateral is not to be construed as an assignment of any underlying trademark, trademark application and/or trademark registration.

SECTION 8. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart. This Trademark Agreement may be executed and delivered by facsimile, or by e-mail in portable document format (.pdf), and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party.

SECTION 9. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered as of the date first written above.

COMPANY:

FAZE CLAN INC.

By:  _____

Name: Leo Trink

Title: Chief Executive Officer

SECURED PARTY:

CPH PHASE II SPV LP

By: CPH Holdings VI LLC, its General Partner

By: _____

Name: Nick Lewin

Title: Manager

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered as of the date first written above.

COMPANY:

FAZE CLAN INC.

By: _____

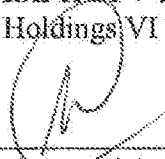
Name:

Title:

SECURED PARTY:

CPH PHASE II SPV LP

By: CPH Holdings VI LLC, its General Partner

By:  _____



Name: Nick Lewin

Title: Manager

TRADEMARK

REEL: 007137 FRAME: 0201

**Schedule A
Trademarks**

Holder	Trademark	Registration No.	Registration Date	Country of Issue
FAZE CLAN INC.	FAZE	5748189	May 14, 2019	U.S.A.
FAZE CLAN INC.	FAZE	4550118	June 17, 2014	U.S.A.
FAZE CLAN INC.	FAZE CLAN	4906907	March 1, 2016	U.S.A.
FAZE CLAN INC.		5353806	December 12, 2017	U.S.A.
FAZE CLAN INC.		4421862	October 22, 2013	U.S.A.
FAZE CLAN INC.	FAZE CLAN	5970010	January 28, 2020	U.S.A.

Trademark Applications:

Holder	Trademark	Serial No.	Filing Date	Country of Application
FAZE CLAN INC.	FAZE CLAN	87332787	February 12, 2017	U.S.A.
FAZE CLAN INC.	FAZE CLAN	87335175	February 14, 2017	U.S.A.
FAZE CLAN INC.		87335254	February 14, 2017	U.S.A.
FAZE CLAN INC.	FAZE	88644931	October 7, 2019	U.S.A.
FAZE CLAN INC.	ATLANTA FAZE	88669852	October 25, 2019	U.S.A.