

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM630815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aftershock LA Studios, Inc.		03/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Las Robles Ave., 8th Floor		
Internal Address:	Attention: Kandy Hung		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86499928	SPIRIT LORDS	
Serial Number:	86105197	THIS MEANS WAR!	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Barnes & Thornburg,		
Address Line 1:	2029 Century Park East		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	03/09/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 9, 2021 by and between EAST WEST BANK ("Administrative Agent") and Aftershock LA Studios, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Scopely, Inc. ("Borrower") in the amounts and manner set forth in that certain Credit Agreement by and among Borrower, Grantor, as a guarantor, the other guarantors party thereto, the lenders party thereto ("Lenders"), and Administrative Agent in its capacity as administrative agent to the Lenders, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement").

B. Pursuant to the terms of that certain Pledge and Security Agreement by and among Grantor, the other grantors party thereto, and Administrative Agent in its capacity as administrative agent to the Lenders, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to the Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.

C. The Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under each of the Credit Agreement and the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under each of the Credit Agreement and Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under each of the Credit Agreement and the Security Agreement, Grantor grants and pledges to the Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit Agreement, Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Administrative Agent of any

one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Administrative Agent, of any or all other rights, powers or remedies.

Grantor hereby authorizes Administrative Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office, this Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Administrative Agent's name or in the name of Administrative Agent as agent and attorney-in-fact for Grantor.

Section 7.16 (Governing Law; Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL) of the Security Agreement is incorporated herein by this reference as though set forth in full.

[Signatures on following page.]

REEL: 007215 FRAME: 0900

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AFTERSHOCK LA STUDIOS, INC.

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: _____

c/o Scopely, Inc.

3530 Hayden Ave.


Culver City, CA 90232

email: _____

ADMINISTRATIVE AGENT:

EAST WEST BANK

as Administrative Agent

Signature:  _____

Print Name: Maytal Shainberg _____

Title: Senior Vice President _____

Address:

Attention: Kandy Hung, Director of Syndications

East West Bank

135 N. Los Robles Ave, 8th Floor

Pasadena, CA 91101

Email: Kandy.Hung@eastwestbank.com

with a copy to:

Attention: Jeffrey Zaks, Senior Vice President

East West Bank

9378 Wilshire Blvd., Suite 100

Beverly Hills, CA 90212

Email: Jeffrey.Zaks@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement (Aftershock LA Studios, Inc.)]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
SPIRIT LORDS	86/499928	1/9/2015	4878593	12/29/2015
THIS MEANS WAR!	86105197	10/30/2013	4634001	11/4/2014