

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M3A LP		05/01/2021	Limited Partnership: DELAWARE
Anson Investments Master Fund LP		05/01/2021	Limited Partnership: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Allied Esports International, Inc.
Street Address:	4000 MacArthur Blvd. East Tower Suite 600
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	Corporation: NEVADA
Name:	Peerless Media Limited
Street Address:	1920 Main Street, Suite 1150
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Private Limited Liability Company: GIBRALTAR

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	88802461	HIT POINT
Registration Number:	6040585	NATION VS NATION
Serial Number:	88470422	W
Serial Number:	88575718	ALLIEDEXP
Serial Number:	88575706	ALLIEDXP
Serial Number:	88125277	ALLIED ESPORTS PROPERTY NETWORK MEMBER
Serial Number:	88125266	ALLIED ESPORTS
Serial Number:	88125255	ALLIED ESPORTS
Serial Number:	88125232	ALLIED ESPORTS
Serial Number:	88125214	ALLIED ESPORTS
Serial Number:	88125285	LEGEND SERIES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88584501	GLORY ROAD
Serial Number:	88359895	PLAYTIME
Registration Number:	5836244	
Registration Number:	5815518	ESPORT SUPERSTARS
Registration Number:	4251036	WORLD POKER TOUR
Registration Number:	4251035	WPT
Registration Number:	4020406	ROYAL FLUSH GIRLS
Registration Number:	5119698	WPT ALPHA
Registration Number:	5119697	WPT
Registration Number:	5105263	ALPHA8
Registration Number:	3319656	PROFESSIONAL POKER TOUR PPT
Registration Number:	3231225	LADIES' NIGHT
Registration Number:	3225661	PPT
Registration Number:	3188022	PPT
Registration Number:	3234308	WPT
Registration Number:	3230545	WORLD POKER TOUR
Registration Number:	3216619	PROFESSIONAL POKER TOUR
Registration Number:	3213935	DOYLE BRUNSON NORTH AMERICAN POKER CHAMP
Registration Number:	3197314	WPT POKER CORNER
Registration Number:	3188006	PPT
Registration Number:	3159890	HOLLYWOOD HOME GAME
Registration Number:	3146384	WPT
Registration Number:	3146383	WPT
Registration Number:	3146382	WPT
Registration Number:	3146324	WPT WORLD POKER TOUR
Registration Number:	3146323	WPT WORLD POKER TOUR
Registration Number:	3146322	WORLD POKER TOUR
Registration Number:	3146321	WORLD POKER TOUR
Registration Number:	3115160	WPT BOOT CAMP
Registration Number:	3090881	WORLD POKER TOUR
Registration Number:	3068901	WORLD POKER TOUR
Registration Number:	3047106	WORLD POKER TOUR
Registration Number:	3024303	WORLD POKER TOUR
Registration Number:	3021662	WORLD POKER TOUR
Registration Number:	3006589	POKER WALK OF FAME
Registration Number:	3009315	WPT WORLD POKER TOUR
Registration Number:	3016278	LADIES' NIGHT
Registration Number:	2934677	WPT WORLD POKER TOUR

Property Type	Number	Word Mark
Registration Number:	2902211	BATTLE OF CHAMPIONS
Registration Number:	3214517	WORLD POKER TOUR
Registration Number:	5419033	TIME SLOTS
Registration Number:	2783439	WORLD POKER TOUR
Registration Number:	2783420	WORLD POKER TOUR

CORRESPONDENCE DATA

Fax Number:

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.

Email: angie@angiesmall.org

Correspondent Name: Angela Small Booth

Address Line 1: 143 Figueroa Street, Suite 14

Address Line 4: Ventura, CALIFORNIA 93022

NAME OF SUBMITTER: Angela Small Booth

SIGNATURE: /Angela Small Booth/

DATE SIGNED: 06/14/2021

Total Attachments: 9

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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT ("Termination Agreement"), dated as of May 1, 2021, is made by and among Allied Esports Entertainment Inc., a Delaware corporation (the "Company"), all of the Subsidiaries of the Company listed on the signature pages hereto including Allied Esports International, Inc. (Nevada) and Peerless Media Limited (Gibraltar) (the "Guarantors", and together with the Company, the "Grantors," and each, a "Grantor"), on the one hand, and M3A LP (the "Agent"), as collateral agent for the secured parties under the Security Agreement referred to below (the "Secured Parties") and Anson Investments Master Fund LP ("Anson", and collectively with the Agent, the "Lenders"), on the other hand.

WHEREAS, the Company previously entered into a Security Agreement dated as of June 8, 2020 (the "Security Agreement"), with the Agent and Anson Investments Master Fund LP.

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office, and it is of record at Reel and Frame 7100/0504.

WHEREAS, Company and Guarantors have satisfied all material obligations as set forth in the Security Agreement.

WHEREAS, Lenders have terminated and released any and all security interests in and to the collateral identified in the Security Agreement, including but not limited to the trademark applications and registrations identified below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release and Termination of Security Interest. Each Lender hereby releases, terminates, and reassigns to the Grantors any and all liens, security interests, right, title and other interest of Lenders in the trademark applications and registrations more fully described on Attachments 1 and 2, and the goodwill associated therewith, without recourse or representation or warranty, express or implied in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications owned by such Grantors, and the trademark registrations and applications exclusively licensed to such Grantors as set forth in the attachments hereto, namely Attachment 1 - Allied Esports International, Inc. Trademarks, and Attachment 2 - Peerless Media Limited Trademarks hereto, and all extensions and renewals thereof, and any common law trademark rights (the "Trademarks");

(b) all rights, priorities and privileges relating to the Trademarks arising under United States, multinational, or foreign laws or otherwise;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Lender authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this Termination Agreement upon request by the Grantors, or any of them. Each Lender further pledges to execute such documents as may be necessary to perfect the termination of the referenced security interests and recordation thereof upon request of Grantors.

3. Execution in Counterparts. This Termination Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Termination Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Termination Agreement.

4. Successors and Assigns. This Termination Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Termination Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Termination Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York and to the extent applicable the federal copyright laws of the United States, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

THE COMPANY:


ALLIED ESPORTS ENTERTAINMENT, INC.

By: 
Name: Adam Pliska
Title: President

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

GUARANTORS:

ALLIED ESPORTS MEDIA, INC.

By: 
Name: Adam Pliska
Title: President

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

(continued below)

GUARANTORS (continued):

ESPORTS ARENA LAS VEGAS, LLC

By: Allied Esports International, Inc.
Its: Sole Member

By: 
Name: Judson Hannigan
Title: Chief Executive Officer

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

ALLIED ESPORTS INTERNATIONAL, INC.

By: 
Name: Judson Hannigan
Title: Chief Executive Officer

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

ALLIED ESPORTS GmbH

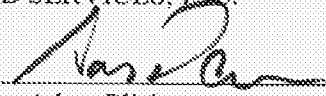
By: 
Name: Judson Hannigan
Title: Managing Director

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

(continued below)

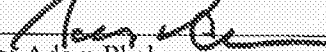
GUARANTORS (continued):

CLUB SERVICES, INC.

By: 
Name: Adam Pliska
Title: President

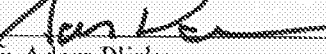
Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

WPT ENTERPRISES, INC.

By: 
Name: Adam Pliska
Title: President

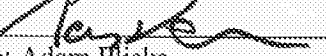
Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

PEERLESS MEDIA HOLDINGS LIMITED

By: 
Name: Adam Pliska
Title: President

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

PEERLESS MEDIA LIMITED

By: 
Name: Adam Pliska
Title: President

Address for Notices:
17877 Von Karman Avenue, Suite 300
Irvine, California, 92614

AGREED TO AND ACCEPTED:

M3A LP

as Agent

By:  _____

Name: *Ali Molas*

Title: *Authorized Signat*

Address for Notices:

ATTACHMENT 1 TO TERMINATION OF TRADEMARK SECURITY AGREEMENT

ALLIED ESPORTS INTERNATIONAL, INC. TRADEMARKS

<u>Serial No.</u>	<u>Reg. No.</u>	<u>Trademark</u>
1	88802461	HIT POINT
2	88432177	6040585 NATION VS NATION
3	88470422	W
4	88575718	ALLIEDEXP
5	88575706	ALLIEDXP
6	88125277	ALLIED ESPORTS PROPERTY NETWORK MEMBER
7	88125266	ALLIED ESPORTS
8	88125255	ALLIED ESPORTS
9	88125232	ALLIED ESPORTS
10	88125214	ALLIED ESPORTS
11	88125285	LEGEND SERIES
12	88359888	PLAYTIME WITH KITTY PLAYS
13	88584501	GLORY ROAD
14	88359895	PLAYTIME
15	88125244	5836244 (Design Mark)
16	88125303	5815518 ESPORT SUPERSTARS

ATTACHMENT 2 TO TERMINATION OF TRADEMARK SECURITY AGREEMENT

PEERLESS MEDIA LIMITED TRADEMARKS

	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Trademark</u>	
1	85402081	4251036	WORLD POKER TOUR	
2	85402060	4251035	WPT	
3	85064746	4020406	ROYAL FLUSH GIRLS	
4	85938359	5119698	WPT ALPHA	
5	85938139	5119697	WPT	
6	85893564	5105263	ALPHA8	
7	78515684	3319656	PROFESSIONAL POKER TOUR PPT	
8	78645622	3231225	LADIES' NIGHT	
9	78515700	3225661	PPT	
10	78515687	3188022	PPT	
11	78419344	3234308	WPT	
12	78391953	3230545	WORLD POKER TOUR	
13	78474498	3216619	PROFESSIONAL POKER TOUR	
14	78495887	3213935	DOYLE BRUNSON NORTH AMERICAN POKER CHAMPIONSHIP	
15	78403573	3197314	WPT POKER CORNER	
16	78495889	3188006	PPT	
17	78377706	3159890	HOLLYWOOD HOME GAME	
18	78419348	3146384	WPT	
19	78419347	3146383	WPT	
20	78419346	3146382	WPT	
21	78391954	3146324	WPT WORLD POKER TOUR	
22	78391952	3146323	WPT WORLD POKER TOUR	
23	78391951	3146322	WORLD POKER TOUR	TSDR
24	78391947	3146321	WORLD POKER TOUR	TSDR

25	78475157	3115160	WPT BOOT CAMP
26	78181314	3090881	WORLD POKER TOUR
27	78180456	3068901	WORLD POKER TOUR
28	78181310	3047106	WORLD POKER TOUR
29	78181340	3024303	WORLD POKER TOUR
30	78181317	3021662	WORLD POKER TOUR
31	78363646	3006589	POKER WALK OF FAME
32	78180449	3009315	WPT WORLD POKER TOUR
33	78377701	3016278	LADIES' NIGHT
34	78180461	2934677	WPT WORLD POKER TOUR
35	78130221	2902211	BATTLE OF CHAMPIONS
36	76644257	3214517	WORLD POKER TOUR
37	87090349	5419033	TIME SLOTS
38	78975051	2783439	WORLD POKER TOUR (Supplemental Register)
39	78120580	2783420	WORLD POKER TOUR (Supplemental Register)