

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665601

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ATLANTA FAZE (88669852) trademark application is not subject to the originally recorded security interest previously recorded on Reel 007137 Frame 0195. Assignor(s) hereby confirms the Section 1 of the recorded 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: 10 | | | |
| 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 | |
| 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: | kg@keatsgaten.com | | |
| Correspondent Name: | Konrad Gatien | | |
| Address Line 1: | 120 S. El Camino Dr., Suite 207 | | |
| TRADEMARK | | | |

OP \$265.00 5748189

Address Line 4: Beverly Hills, CALIFORNIA 90212

NAME OF SUBMITTER: Konrad Gatien

SIGNATURE: /s/

DATE SIGNED: 08/06/2021

Total Attachments: 10

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614887

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|---|---------------------------------|-----------------------|-----------------------|
| 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@keatsgatiem.com | | |
| Correspondent Name: | Konrad Gatiem | | |
| Address Line 1: | c/o Keats Gatiem, LLP | | |
| Address Line 2: | 120 S. El Camino Dr., Suite 207 | | |

OP \$290.00 5748189

TRADEMARK

REEL: 007382 FRAME: 0919

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: Lee 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

**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. |
|  |  |  |  |  |

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RECORDED: 08/06/2021

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