

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706049

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900664496

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skillz Platform Inc.		12/20/2021	Corporation: DELAWARE
Skillz Inc.		12/20/2021	Corporation: DELAWARE
Aarki, LLC		12/20/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	UMB Bank, N.A., as Collateral Agent
<b>Street Address:</b>	5910 N Central Expressway, Suite 1900
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75206
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	4983497	SKILLZ
<b>Registration Number:</b>	5590503	ESPORTS FOR EVERYONE
<b>Registration Number:</b>	6429166	SKILLZ ESPORTS FOR EVERYONE
<b>Registration Number:</b>	6485417	SKILLZ
<b>Registration Number:</b>	6485420	SKILLZ
<b>Registration Number:</b>	4605128	AARKI
<b>Serial Number:</b>	88668371	GAMING FOR GOOD
<b>Serial Number:</b>	90819857	SKILLZ POWERED
<b>Serial Number:</b>	90819866	SKILLZ POWERED
<b>Serial Number:</b>	90819888	SKILLZ POWERED
<b>Serial Number:</b>	90819903	SKILLZ POWERED

## 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.*

**Phone:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1554409 TM

**NAME OF SUBMITTER:** Adam Siegel

**SIGNATURE:** /Adam Siegel/

**DATE SIGNED:** 02/02/2022

**Total Attachments: 5**

source=Skillz - Trademark Cover Sheet - Revised#page2.tif

source=Skillz - Trademark Cover Sheet - Revised#page3.tif

source=Skillz - Trademark Cover Sheet - Revised#page4.tif

source=Skillz - Trademark Cover Sheet - Revised#page5.tif

source=Skillz - Trademark Cover Sheet - Revised#page6.tif

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 20, 2021 (this “**Agreement**”), made by Skillz Inc., a Delaware corporation, Skillz Platform Inc., a Delaware corporation and Aarki, LLC, a Delaware limited liability company (each a “**Pledgor**”, and collectively, the “**Pledgors**”), in favor of UMB Bank, N.A. (“**UMB**”), as Collateral Agent (as defined below).

Reference is made to the Notes Collateral Agreement, dated as of December 20, 2021 (as amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), by and among Skillz Inc., a Delaware corporation (the “**Issuer**”) and each Restricted Subsidiary of the Issuer party hereto from time to time and UMB, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “**Collateral Agent**”), pursuant to which each Pledgor agreed to execute and deliver this Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance when due (whether at stated maturity by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “**IP Collateral**”):

(a) all Trademarks, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all renewals thereof, including those listed on **Schedule I**, (b) all goodwill associated with or symbolized by the foregoing, (c) all claims for, and rights to sue or otherwise recover for, past, present or future infringements, dilutions or other violations of any of the foregoing or unfair competition therewith and (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past, present or future infringement, dilutions or other violations thereof or unfair competition therewith.

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

**SECTION 4. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “executed,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

**SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SKILLZ INC.

DocuSigned by:  
By: Andrew Paradise  
Name: Andrew Paradise  
Title: Chief Executive Officer

SKILLZ PLATFORM INC.

DocuSigned by:  
By: Andrew Paradise  
Name: Andrew Paradise  
Title: Authorized Representative

AARKI, LLC

DocuSigned by:  
By: Andrew Paradise  
Name: Andrew Paradise  
Title: Authorized Representative

Receipt of the Notice of Grant of Security Interest in Trademarks is hereby acknowledged:

UMB Bank, N.A.,  
as Collateral Agent,

By:   
\_\_\_\_\_  
Name: Israel Lugo  
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]