

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715697

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|---|-------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Troika Design Group, Inc. | | 03/21/2022 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Blue Torch Finance LLC | | |
| Street Address: | 150 E. 58th Street | | |
| Internal Address: | 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10155 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5203636 | FANDOMENTALS | |
| Registration Number: | 5190347 | THE POWER OF FANDOM | |
| Registration Number: | 4788334 | ENTERTAIN CHANGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7045032622 | | |
| <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: | 7045032600 | | |
| Email: | msheehan@kslaw.com | | |
| Correspondent Name: | King & Spalding LLP | | |
| Address Line 1: | 300 S. Tryon St., Ste 1700 | | |
| Address Line 2: | Attn: Moira Sheehan | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 30359.515013 | | |
| NAME OF SUBMITTER: | Moira Sheehan | | |
| SIGNATURE: | /Moira Sheehan/ | | |
| DATE SIGNED: | 03/21/2022 | | |
| Total Attachments: 3 | | | |

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

March 21, 2022

WHEREAS, Troika Design Group, Inc., a California Corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of March 21, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

TROIKA DESIGN GROUP, INC.



By: _____

Name: Robert Machinist

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007667 FRAME: 0045

SCHEDULE A TO ASSIGNMENT FOR SECURITY

| Trademark | Owner | Serial No. / Date | Reg. No. / Date | Notes |
|------------------------|------------------------------|------------------------------|----------------------------|--------------|
| FANDOMENTALS | Troika Design Group, Inc. | 87171577 09/14/2016 | 5203636 05/16/2017 | 1A |
| THE POWER OF FANDOM | Troika Design Group, Inc. | 87171522 09/14/2016 | 5190347 04/25/2017 | 1A |
| ENTERTAIN CHANGE | Troika Design Group, Inc. | 86243988 04/07/2014 | 4788334 08/11/2015 | 1A |