

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719108

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIG POTATO HOLDINGS LIMITED		12/20/2021	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	SHAWBROOK BANK LIMITED		
Street Address:	Kingsgate, High Street		
City:	Redhill		
State/Country:	UNITED KINGDOM		
Entity Type:	bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	88308080	SOUNDS OF TIME	
Registration Number:	6429374	SKETCHY TALES	
Registration Number:	6177994	CAN OF SQUIRMS	
Registration Number:	6063118	HERD MENTALITY	
Registration Number:	6036841	THE MUDDLES	
Registration Number:	5924982	BIG POTATO GAMES	
Registration Number:	5845628	WHAT CAME FIRST	
Registration Number:	5845627	HEAD HACKERS	
Registration Number:	5845626	CHICKEN VS HOT DOG	
Registration Number:	5845625	20 SECOND SHOWDOWN	
Registration Number:	5849841	DINO DUMP	
Registration Number:	5849839	DON'T GET GOT	
Registration Number:	5849838	GOAT ON A BOAT	
Registration Number:	5743996	CINCO LINKO	
Registration Number:	5797455	COLOURBRAIN	
Registration Number:	5631104	WEIRD THINGS HUMANS SEARCH FOR	
Registration Number:	5865229	CLICKBAIT	
Registration Number:	6115719	THE CHAMELEON	
Registration Number:	5146096	SCRAWL	
Registration Number:	5259105	BUCKET OF DOOM	
		TRADEMARK	

OP \$590.00 88308080

Property Type	Number	Word Mark
Registration Number:	5155239	MR. LISTER'S QUIZ SHOOTOUT
Registration Number:	5672809	30 SECOND HEROES
Registration Number:	5044370	BIG POTATO

CORRESPONDENCE DATA

Fax Number: 3128987867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8337.001
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	04/05/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made this 20th day of December, 2021, between **BIG POTATO HOLDINGS LIMITED**, a company incorporated in England and Wales with registered no. 13669613 ("Grantor"), and **SHAWBROOK BANK LIMITED** ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain English law facility agreement dated as of December 20, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Facilities Agreement") Grantor, Big Potato Limited, a company incorporated in England and Wales with registered no. 09107013 ("UK Guarantor"), Big Potato USA, Inc., a Delaware corporation ("US Guarantor"; and, together with Grantor and UK Guarantor, the "Debtors") and Secured Party, Secured Party has agreed to make certain financial accommodations available to Debtors from time to time pursuant to the terms and conditions thereof;

WHEREAS, Secured Party is willing to make the financial accommodations to Debtors as provided for in the Facilities Agreement and the other Finance Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement, dated as of December 20, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Facilities Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, solely to the extent constituting Collateral (collectively, the "Trademark Collateral"):

(a) all of its Trademarks registered in the United States and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed

counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

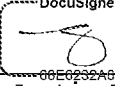
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

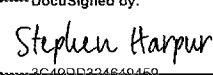
BIG POTATO HOLDINGS LIMITED

DocuSigned by:

By: _____
Name: Justin Elvey
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

SHAWBROOK BANK LIMITED

DocuSigned by:

By: _____
Name: Stephen Harpur
Title: Credit Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Big Potato Holdings Limited	SOUNDS OF TIME	88308080	N/A/	N/A
Big Potato Holdings Limited	SKETCHY TALES	88845247	6429374	7/20/21
Big Potato Holdings Limited	CAN OF SQUIRMS	88636577	6177994	10/20/20
Big Potato Holdings Limited	HERD MENTALITY	88636741	6063118	5/26/20
Big Potato Holdings Limited	THE MUDDLES	88628004	6036841	4/21/20
Big Potato Holdings Limited	BIG POTATO GAMES	88375721	5924982	12/3/19
Big Potato Holdings Limited	WHAT CAME FIRST	88344821	5845628	8/27/19
Big Potato Holdings Limited	HEAD HACKERS	88344805	5845627	8/27/19
Big Potato Holdings Limited	CHICKEN VS HOT DOG	88344782	5845626	8/27/19
Big Potato Holdings Limited	20 SECOND SHOWDOWN	88344750	5845625	8/27/19
Big Potato Holdings Limited	DINO DUMP	88287521	5849841	9/3/19
Big Potato Holdings Limited	DON'T GET GOT	88287515	5849839	9/3/19
Big Potato Holdings Limited	GOAT ON A BOAT	88287510	5849838	9/3/19
Big Potato Holdings Limited	CINCO LINKO	88079923	5743996	5/7/19
Big Potato Holdings Limited	COLOURBRAIN	87951158	5797455	7/9/19
Big Potato Holdings Limited	WEIRD THINGS HUMANS SEARCH FOR	87790516	5631104	12/18/18
Big Potato Holdings Limited	CLICKBAIT	87790507	5865229	9/24/19
Big Potato Holdings Limited	THE CHAMELEON	87701860	6115719	8/4/20
Big Potato Holdings Limited	SCRAWL	87102320	5146096	2/21/17
Big Potato Holdings Limited	BUCKET OF DOOM	87102306	5259105	8/8/17
Big Potato Holdings Limited	MR. LISTER'S QUIZ SHOOTOUT	87102274	5155239	3/7/17

GRANTOR	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Big Potato Holdings Limited	30 SECOND HEROES	87790511	5672809	2/12/19
Big Potato Holdings Limited	BIG POTATO	86872851	5044370	9/20/16