

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Faze Clan Inc.		08/16/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cox Investment Holdings, Inc.		
<b>Street Address:</b>	6205-A Peachtree Dunwoody Road		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5748189	FAZE	
<b>Serial Number:</b>	88644931	FAZE	
<b>Serial Number:</b>	85867480	FAZE	
<b>Serial Number:</b>	87332787	FAZE CLAN	
<b>Serial Number:</b>	87335175	FAZE CLAN	
<b>Serial Number:</b>	87335668	FAZE CLAN	
<b>Serial Number:</b>	86018225	FAZE CLAN	
<b>Serial Number:</b>	87335254	FC	
<b>Serial Number:</b>	85881999	FC	
<b>Serial Number:</b>	87335715	FC	
<b>Serial Number:</b>	90385697	FC LABS	
<b>Serial Number:</b>	90385701	FC LABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4048538239		
<b>Email:</b>	ChancellorShafor@eversheds-sutherland.us		
<b>Correspondent Name:</b>	Chancellor S. Shafor		
<b>Address Line 1:</b>	999 Peachtree Street NE		

CH \$315.00 5748189

**Address Line 2:** Suite 2300  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	26454.1028
<b>NAME OF SUBMITTER:</b>	Chancellor S. Shafor
<b>SIGNATURE:</b>	/Chancellor S. Shafor/
<b>DATE SIGNED:</b>	04/28/2022

**Total Attachments: 13**

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## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is made as of August 16, 2021, by and between Faze Clan Inc., a Delaware corporation (the "Company"), and Cox Investment Holdings, Inc., a Delaware corporation (the "Secured Party").

### RECITALS

A. The Secured Party has advanced funds to the Company in exchange for the issuance to the Secured Party of one or more Notes (as hereinafter defined) evidencing the Company's obligation to repay the Secured Party's loans of such advanced funds.

B. The parties have agreed that the Company's obligations under such Notes will be secured by the Company's grant to the Secured Party of a security interest in and to certain collateral, pursuant to the terms and conditions of this Agreement and the Purchase Agreement (as hereinafter defined).

C. The parties acknowledge and agree that this Agreement is subject to the terms of the Intercreditor Agreement, by and between Secured Party and CPH Phase II SPV LP, dated as of the date of this Agreement (the "Intercreditor Agreement"), and all rights of the Secured Party hereunder shall be subject to the Intercreditor Agreement.

Now, therefore, the parties hereby agree as follows.

#### 1. SECURITY.

1.1 Grant of Security Interest. As security for payment and performance of all Indebtedness (as defined below) issued under the Notes as and when due, the Company hereby pledges and grants to the Secured Party a lien and security interest in the Collateral (as defined below), which lien shall be subject to the terms of the Intercreditor Agreement. For purposes of this Agreement, "Indebtedness" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to the Secured Party or any other holder of any of the Notes pursuant to the terms of (i) those certain secured convertible promissory notes (the "Notes") issued to the Secured Party by the Company pursuant to the Purchase Agreement and the Contingent Interest Notes (as defined in the Notes) issuable thereunder, (ii) the Purchase Agreement, (iii) this Agreement, and (iv) the other documents executed in connection with the documents described in the foregoing clauses (i) through (iii), including, without limitation, all interest, fees, charges, expenses, costs of collection, attorneys' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest), and whether or not allowed or allowable as a claim in any such proceeding.

1.2 Collateral Defined. As used in this Agreement, the term "Collateral" means, collectively, the assets described in Exhibit A attached hereto.

1.3 Financing Statements. Concurrently with the execution of this Agreement by the parties hereto, the Secured Party is authorized by the Company (a) to file a UCC-1 financing statement describing the Collateral with the office of the Secretary of State of the Organizational Jurisdiction (as defined below) and (b) to file a short form version of this Agreement with the United States Patent and Trademark Office listing the Trademarks on Schedule A attached hereto that have been registered with the United States Patent and Trademark Office. So long as any of the Company's Indebtedness has not been fully satisfied, the Company will promptly execute and deliver to the Secured Party such assignments,

IN WITNESS WHEREOF, the parties have caused this Pledge and Security Agreement to be executed and delivered as of the date first written above.

**COMPANY:**

**FAZE CLAN INC.**

DocuSigned by:  
*Lee Trink*  
By: \_\_\_\_\_  
Name: Lee Trink  
Title: CEO

[SIGNATURE PAGE TO FAZE CLAN INC. PLEDGE AND SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007705 FRAME: 0730**

**SECURED PARTY:**

**COX INVESTMENT HOLDINGS, INC.**

*Luis A. Avila*

By: Luis A. Avila (Aug 10, 2021 10:01 EST)

Name: **Luis A. Avila**

Title: **Assistant Secretary**

[SIGNATURE PAGE TO FAZE CLAN INC. PLEDGE AND SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007705 FRAME: 0731**

EXHIBIT A

COLLATERAL

All right, title, interest, claims and demands of the Company in and to the following assets and property, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all personal and fixture property of every kind and nature, including, without limitation, all goods (including inventory, equipment, and accessions thereto) instruments (including promissory notes), documents, accounts (which, for the avoidance of doubt, includes accounts receivable), including health care insurance receivables, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other Investment Property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles, including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Company possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Company, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics. Unless otherwise defined in the corpus of this Agreement, the terms used in the immediately preceding sentence shall have, where applicable, the respective meanings ascribed to them in the UCC.

Notwithstanding the foregoing, Collateral shall not include any property that (i) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, or (ii) constitutes the capital stock of a controlled foreign corporation (as defined in the Internal Revenue Code of 1986, as amended, and the regulations thereunder), in excess of 65% of the voting power of all classes of capital stock of such controlled foreign corporations entitled to vote.

Further, notwithstanding the first paragraph of this Exhibit A, Collateral shall not include (i) the Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses or any other intellectual property or intellectual property rights relating to the Atlanta Faze team in the Call of Duty League, including without limitation present or future Trademarks, Copyrights, Patents and related applications, in any jurisdiction for Atlanta Faze's team name or logo(s), (ii) that certain Trademark registered with the Europe Union with registration number 018047107 and registration date of July 19, 2019, and (iii) any Excluded Stock (the foregoing clauses (i) through (iii), collectively, the "Excluded Collateral").

SCHEDULE A

INTELLECTUAL PROPERTY

Sponsorship Deals			
Brand Partner	Term	Exclusivities / anything FaZe should be aware of	Full Description in Agreement
Beats by Dre	4/25/21 - 3/31/22 (The Company has not finalized this Agreement yet at this time.)	LIFESTYLE HEADPHONES  FaZe Clan-controlled content shall not include any Competing Lifestyle Headphones. "Competing Lifestyle Headphones" means any lifestyle headphone that directly competes with Beats (including, without limitation, lifestyle headphones released by AirPods, Sony, Bose, JBL, Sennheiser, or Skull Candy), but <i>expressly excluding performance gaming headsets (including, without limitation, performance gaming headsets released by SteelSeries)</i>	During the Term, Beats shall be FaZe Clan's official and exclusive lifestyle headphone sponsor, meaning that (i) FaZe Clan and Influencers shall not do any marketing or promotion for any Competing Lifestyle Headphones (defined below), (ii) Influencers may not publicly use Competing Lifestyle Headphones, including without limitation in online posts, (iii) FaZe Clan-controlled content shall not include any Competing Lifestyle Headphones, and (iv) FaZe Clan shall not grant or allow the right or license to use FaZe Clan or the FC Logo in connection with any marketing or promotion by Team Members of any Competing Lifestyle Headphones and will, upon knowledge of a breach of this section (iv) and/or at the reasonable request of Beats, assist in enforcing such prohibition (including managing takedown requests of Team Members). Competing Lifestyle Headphones means any lifestyle headphone that directly competes with the Brand (including, without limitation, lifestyle headphones released by AirPods, Sony, Bose, JBL, Sennheiser, or Skull Candy), but expressly excluding performance gaming headsets (including, without limitation, performance gaming headsets released by SteelSeries).
G FUEL	2/7/21 - 2/15/22	BEVERAGES / SUPPLEMENTS / ENERGY DRINKS  No beverage, supplements, no energy drink, <i>but excluding alcohol beverage products produced by Corona and protein powder produced by CTRL</i> . Covers all pros and 13 activated members	FaZe, the Activated Members (as defined in the agreement), and each Member actively on one of (collectively, Pro(s) , will not, during the Term and for one month after the date of expiration or termination of the Term (or, as for one month after a Member is no longer an Activated Member or a Pro (as applicable) provided they are still a Member of FaZe), directly or indirectly,

individually, or as an, director, employee, shareholder, consultant, contractor, partner, joint, agent, equity owner or in any capacity whatsoever, (x) do any paid marketing or promotion (including any promotion, posting or publishing of any content) for, accept any sponsorship with or from, or otherwise perform paid services the same or substantially similar to the Services (collectively, Promotional) for any person or business that sells, distributes, markets or otherwise provides Mountain Dew Game Fuel or any other energy drink anywhere in the world; or (y) do any paid Promotional Services for any person or business (A) whose primary business is (as in good faith by FaZe and Alder) selling, distributing, marketing or otherwise providing beverages, dietary supplements or shaker cups anywhere in the world (for the avoidance of doubt, including Mountain Dew Game Fuel, any other energy drink, or any powdered energy drinks, pre-working powders or protein mixes, but excluding alcohol beverage products produced by Corona (including beer, seltzer and flavored malt beverage, in each case, to the extent each such beverage includes alcohol), and the protein powder produced by CTRL (and not excluding any shaker cups)) (collectively, Competitive Services ); or (B) whose primary business is not Competitive Services, but whose business encompasses Competitive Services (each, a Mixed Business ), to or for the benefit of such Mixed Business, the performance of which would lead a reasonable person to conclude that FaZe, the Activated Members, or the Pros were directly promoting the portion of such Mixed Business comprising the Competitive Services. Without limiting the foregoing, for the avoidance of doubt, (1) in no event, during the Term and for one month after the date of expiration or termination of the Term, will any Activated Member or Pro drink, use or display any Mountain Dew Game Fuel or any other energy drink on any



			stream, other media or otherwise publicly; and (2) if FaZe, any Activated Member or any Pro publicly markets or promotes (whether paid or unpaid and including any promotion, posting or publishing of any content) any Mountain Dew Game Fuel or other energy drink, FaZe, such Activated Member or such Pro will immediately remove and otherwise delete or terminate such marketing or promotion upon Alder's or G Fuel's request.
Nissan	7/1/21 - 7/1/22 (The Company has not finalized this Agreement)	<b>AUTO</b>  exclusive automotive sponsor in connection with any automotive company whose primary business is selling cars or trucks.  For illustration FaZe Clan could enter into a sponsorship agreement for motorcycles as long as the motorcycles were not branded Toyota, Honda, BMW, etc.	During the Term, Sponsor shall be the FaZe Clan Team's exclusive automotive sponsor during the Term in connection with any automotive company whose primary business is selling cars or trucks, as mutually determined in good faith by the parties. For illustration purposes, the FaZe Clan Team could enter into a sponsorship agreement for motorcycles as long as the motorcycles were not branded Toyota, Honda, BMW, etc. During the Term, Nissan has the right to reject any proposed FaZe Clan Team automotive partner who is considered part of the brand's competitor set with a primary business of selling cars or trucks.
SCUF	1/1/21 - 12/31/21	<b>GAMING CONTROLLERS</b>  a handheld video game input device with thumb sticks, triggers, and buttons (and sometimes paddles); and for the avoidance of doubt, Gaming Controllers shall not include computer mice, keyboards, or headsets	During the Term, Affiliate agrees that Affiliate will not enter into any sponsorship agreement for Gaming Controllers. During the Term, Affiliate agrees that its esports professional players will not enter into any sponsorship agreement for Gaming Controllers. For the avoidance of doubt and without limiting the foregoing, Affiliate's esports professional players may enter into a paid sponsorship agreement with any individual or entity for a mouse or any other product other than a Gaming Controller. The Parties acknowledge that Affiliate members other than esports professional players may enter into sponsorship agreements for Gaming Controllers so long as such Gaming Controllers do not require or allow the placement of the "FaZe Clan" and/or FC Logo trademarks on any Gaming Controller (or use of the name

			<p>“FaZe” in the promotion of any Gaming Controller). For the avoidance of doubt, the Parties also acknowledge that Affiliate has an existing agreement with SteelSeries for products other than Gaming Controllers, and that these agreements (including any renewals, extensions, or renegotiations thereof) shall be deemed not to be a violation of the exclusivity provisions herein.</p>
SteelSeries	1/1/21 – 1/1/22	<p style="text-align: center;">GAMING PERIPHERALS</p> <p>Performance gaming headsets, keyboards, mice &amp; headset stands, <i>but excluding mousepads, mouse bungees and key caps.</i></p>	<p>FAZE-CLAN acknowledges that SS is the exclusive provider of the following categories of gaming peripherals for players, meaning that during the Term, and except as otherwise set forth herein, FAZE-CLAN as an organization and its players shall not enter any co-branding, sponsorship, or promotional contract requiring FAZE-CLAN as an organization and its players to publicly promote performance gaming headsets, keyboards, mice, or headset stands but excluding mousepads, mouse bungees and key caps (together, the “Categories of Exclusivity”). For the avoidance of doubt, the Categories of Exclusivity shall not include lifestyle headsets, mousepads, mouse bungees or key caps. Notwithstanding the foregoing, no Player shall enter any paid co-branding, sponsorship, or promotional agreement requiring the Player to publicly promote lifestyle headsets; provided that a Player’s use of lifestyle headsets shall not otherwise be a breach of this requirement.</p>
Corona	1/11/21 – 2/28/22	<p style="text-align: center;">ALCOHOL CATEGORY</p>	<p>Sponsor will be the exclusive alcohol beverage category sponsor for FaZe and the Activated Members during the Term; provided that members of the Team who are not Activated Members shall not be subject to any sponsorship exclusivity restrictions, except as otherwise specified in Section (n)(i)(2) of Exhibit A herein.</p>

General Mills	5/1/21 – 6/1/22	<p style="text-align: center;">FROZEN SAVOURY SNACKS</p> <p>Frozen pizza and similar savory frozen snacks</p>	<p>During the Term, FaZe Clan shall not do any unpaid or paid marketing or promotion (i) for any company whose primary business (as determined in good faith by the parties) is manufacturing and selling frozen pizza and similar savory frozen snacks (collectively, “Competitive Services”), or (ii) for any other company to the extent such marketing or promotion would lead a reasonable person to conclude that FaZe Clan is directly promoting the portion of such company comprising the Competitive Services. FaZe Clan shall consider Totino’s their “Official Pizza Partner”</p>
HyperX	6/1/21 – 5/31/22	<p style="text-align: center;">MICROPHONES</p> <p style="text-align: center;">Microphones</p>	<p>Company and the Individual Ambassadors will exclusively endorse HyperX microphones in the Exclusive Product Category (microphones) worldwide during the Term. Additionally, the Company and Individual Ambassadors shall not use or promote any non-HyperX microphones in the Exclusive Product Category within any marketing literature, media, social media posts or videos worldwide during the Term and, instead, must promote and endorse the microphones provided by HyperX in the Exclusive Product Category.</p>
MoonPay	7/2/21 – 12/31/21	<p style="text-align: center;">CRYPTOCURRENCY</p> <p>Cryptocurrency payment platforms providers</p>	<p>During the Term, MoonPay shall be the “exclusive cryptocurrency payments partner” of FaZe Clan (or other, mutually agreed upon designation) and no Restricted FaZe Clan Party shall, directly or indirectly, negotiate, solicit or engage in any discussions or negotiations to sponsor, advertise or use any FaZe Clan (or FaZe Clan member, but only in connection with the use of any FaZe Clan intellectual property; this provision shall not be applicable to any activity of any FaZe Clan member not using any FaZe Clan intellectual property) intellectual property, product, service, Content, offering, competition, exhibition, training, event, or any other tangible or intangible item with or for the benefit of any MoonPay Competitor.</p>


Notwithstanding anything to the contrary, nothing contained herein restricts FaZe Clan's or FaZe Clan members' involvement (or the use of FaZe Clan's or the FaZe Clan members' intellectual property) in any competitive set hosted events organized by esports tournament organizers which may have MoonPay Competitor sponsors. "MoonPay Competitor" means any third party (as determined in good faith by the Parties) whose primary business is building and providing cryptocurrency payment platforms, including, without limitation, the entities set forth on Schedule A hereto.






**Copyrights:**



- The Company owns common law copyrights in the content it produces in-house by its production and merchandise teams, which includes video content, photography, merchandise designs, and artwork.
- The Company has licenses to common law copyrights to content related to The Company's business that its gamers create, which includes video content, photography, merchandise designs, and artwork.
- The Company has licenses to copyrights owned by certain sponsors and brand partners that are provided to The Company for purposes of creating content, collaborations, endorsements, or promotional or efforts.



**Trademarks:**

- The Company licenses its trademarks for incorporation into branded content for sponsorships, to its gamers for use in connection with the gamers' content and activities related to the Company's business, to production studios in connection with co-creating content, to esports teams, for online tournaments, for branded events, and to consumer products companies to create co-branded products.
- The Company granted an exclusive license to NTRWK to use its core IP (FaZe, FaZe Clan, FC Logo) on consumer products.
- A full list of trademark registrations and pending trademark applications is below. All marks are owned by FaZe Clan Inc.

Country	Trademark	Image	Status	App. No.	Reg. No.	Reg. Date
Australia	FAZE		Registered	1993607	1993607	8/5/2020
Australia	FAZE CLAN		Registered	1993589	1993589	9/23/2020
Australia	FC logo		Registered	1993609	1993609	8/5/2020
Canada	ATLANTA FAZE		Pending	2023712		
China	FAZE		Registered	36010158	36010158	9/7/2019
China	FAZE		Registered	41354060	41354060	3/28/2021
China	FAZE		Pending	43592825		
China	FAZE		Registered	45246372	45246372	3/7/2021
China	FAZE		Registered	36010156	36010156	9/7/2019
China	FAZE		Registered	36010155	36010155	6/7/2020

China	FAZE (Chinese characters)		Registered	26071992	26071992	9/28/2018
China	FAZE CLAN		Registered	36010154	36010154	9/7/2019
China	FAZE CLAN		Registered	36010153	36010153	9/7/2019
China	FAZE CLAN		Registered	36010152	36010152	9/7/2019
China	FAZE CLAN		Registered	36010151	36010151	9/7/2019
China	FC logo		Registered	36010150	36010150	9/14/2019
China	FC logo		Registered	36010149	36010149	9/14/2019
China	FC logo		Registered	36010148	36010148	9/14/2019
China	FC logo		Registered	36010147	36010147	9/14/2019
European Union	ALISSA VIOLET		Registered	18047107	18047107	7/19/2019
European Union	ATLANTA FAZE		Registered	18228769	18228769	1/11/2021
European Union	FAZE		Registered	18211683	18211683	8/14/2020
International Registration <i>-Indonesia</i> <i>-Japan</i> <i>-Philippines</i> <i>-Russia</i> <i>-Singapore</i> <i>-South Korea</i> <i>-Switzerland</i> <i>-United Kingdom</i>	FAZE CLAN		Registered	1450932	1450932	1/16/2019

International Registration <i>-Indonesia</i> <i>-Japan</i> <i>-Philippines</i> <i>-Russia</i> <i>-Singapore</i> <i>-South Korea</i> <i>-Switzerland</i> <i>-United Kingdom</i>	FC logo		Registered	1479966	1479966	1/16/2019
Mexico	ATLANTA FAZE		Registered	2352202	2125116	9/7/2020
Mexico	ATLANTA FAZE		Registered	2352203	2121891	9/4/2020
Mexico	ATLANTA FAZE		Registered	2352204	2121894	9/4/2020
Mexico	ATLANTA FAZE		Registered	2352205	2121896	9/4/2020
Mexico	ATLANTA FAZE		Registered	2352207	2121899	9/4/2020
Mexico	ATLANTA FAZE		Registered	2352209	2121903	9/4/2020
Mexico	ATLANTA FAZE		Registered	2352211	2121906	9/4/2020
Mexico	ATLANTA FAZE		Registered	2352212	2125117	9/7/2020
Mexico	ATLANTA FAZE		Registered	2352215	2121909	9/4/2020
South Korea	ATLANTA FAZE		Pending	40-2020- 0068115		
Thailand	FAZE		Pending	200105103		
Thailand	FAZE CLAN		Pending	200105104		
Thailand	FC logo		Pending	200105105		
United Kingdom	ALISSA VIOLET		Registered	UK0091804 7107	UK0091804 7107	7/19/2019
United Kingdom	ATLANTA FAZE		Pending	3640707		
United Kingdom	FAZE		Registered	UK0091821 1683	UK0091821 1683	8/14/2020
US	ATLANTA FAZE		Allowed	88/669,852		
US	FAZE		Registered	87/520,638	5,748,189	5/14/2019
US	FAZE		Allowed	88/644,931		
US	FAZE		Registered	85/867,480	4,550,118	6/17/2014
US	FAZE CLAN		Allowed	87/332,787		

US	FAZE CLAN		Allowed	87/335,175		
US	FAZE CLAN		Registered	87/335,668	5,970,010	1/28/2020
US	FAZE CLAN		Registered	86/018,225	4,906,907	3/1/2016
US	FC logo		Registered	87/335,254	6,389,496	6/15/2021
US	FC logo		Registered	85/881,999	4,421,862	10/22/2013
US	FC logo		Registered	87/335,715	5,353,806	12/12/2017
US	FC LABS		Pending	90/385,697		
US	FC LABS logo		Pending	90/385,701		