

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMMERSIVE GROUP GAMING LTD	FORMERLY ELECTRIC PLAYBOX LTD	05/24/2022	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Triplepoint Private Venture Credit Inc.		
Street Address:	2755 Sand Hill Road		
Internal Address:	Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	90349037	ELECTRIC GAMEBOX	
Registration Number:	6697407	PSYCHEDELIC MANSION	
Registration Number:	6697409	TICKET TO MARS	
Registration Number:	6697408	TICKET TO MARS	
Registration Number:	6697406	PSYCHEDELIC MANSION	
Registration Number:	6697403	TEMPLE OF COINS	
Registration Number:	6697402	TEMPLE OF COINS	
Registration Number:	6542042	HAMISH MACBAGPIPE	
Registration Number:	6513863	RESCUE THE ROYALS	
Registration Number:	6513862	RESCUE THE ROYALS	
Registration Number:	6667359	ALIEN APTITUDE TEST	
Serial Number:	97423663	BLOCK SMASH MANIA	
Serial Number:	97424125	BLOCK SMASH MANIA	
Serial Number:	97164153	EGB.ACADEMY	
Serial Number:	97164072	EGB.GAMESDK	
Serial Number:	97164037	EGB.TRACKSYS	
Serial Number:	97163994	EGB.TOUCHSYS	
Serial Number:	97341057	IMMERSIBOX	

OP \$540.00 90349037

Property Type	Number	Word Mark
Serial Number:	97324672	IMMERSIVE GAMEBOX
Serial Number:	97164251	EGBGAMEFRAME
Serial Number:	97164204	EGB.OS

CORRESPONDENCE DATA

Fax Number: 6152446804
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: 615-850-8741
Email: trademarkdocket@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: c/o Waller Lansden Dortch & Davis, LLP
Address Line 2: 511 Union Street, Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	040694.17385
NAME OF SUBMITTER:	Robert P. Felber, Jr.
SIGNATURE:	/ROBERT P. FELBER, JR./
DATE SIGNED:	06/14/2022

Total Attachments: 10
source=Electric Gamebox - Supplemental Debenture#page1.tif
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DATED

24 May

2022

**(1) IMMERSIVE GROUP GAMING LTD
as Chargor**

- and -

**(2) TRIPLEPOINT PRIVATE VENTURE CREDIT INC., A MARYLAND CORPORATION
as Collateral Agent**

**SUPPLEMENTAL
DEBENTURE**

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THIS SUPPLEMENTAL DEBENTURE is made on 24 May 2022

BETWEEN

- (1) **IMMERSIVE GROUP GAMING LTD**, a company incorporated and registered under the laws of England and Wales with number 11241058 with its registered office at 63/66 Hatton Garden, Fifth Floor, Suite 23, London, England, EC1N 8LE (the "**Chargor**"); and
- (2) **Triplepoint Private Venture Credit Inc., A Maryland Corporation**, as security trustee for the Secured Parties (as defined below) (the "**Collateral Agent**").

BACKGROUND

This Supplemental Debenture is supplemental to a debenture dated 12 July 2021 between the Chargor and the Lender (as supplemented and amended from time to time, the "**Debenture**") and shall take effect as a Supplemental Debenture for the purposes of the Debenture.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning when used in this Supplemental Debenture unless given a different meaning in this Supplemental Debenture.
- 1.2 The provisions of clauses 1.1 (Definitions) to 1.4 (Third party rights) of the Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to the Debenture will be construed as references to this Supplemental Debenture.
- 1.3 In this Supplemental Debenture, "**Additional Security Assets**" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Supplemental Debenture.
- 1.4 From the date of this Supplemental Debenture, references within the Debenture to "Security Assets" shall be construed so as to extend to and include the Additional Security Assets.
- 1.5 The Debenture continues and remains in full force and effect and this Supplemental Debenture shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Supplemental Debenture.
- 1.6 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by or pursuant to this Supplemental Debenture are created or made:

- (a) in favour of the Collateral Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3. FIXED SECURITY

3.1 Fixed charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest:

- (a) by way of first fixed charge:
 - (i) the Intellectual Property (if any) specified in schedule 1 (Details of Security Assets).

4. REPRESENTATIONS

4.1 General

The Chargor makes the representations and warranties set out in clause 10 of the Debenture to the Collateral Agent and to each other Secured Party on the date of this Supplemental Debenture as if references in that Clause to “this Deed” were to this Supplemental Debenture.

5. MISCELLANEOUS

5.1 Tacking

- (a) Each Lender shall perform its obligations under the Loan Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

5.2 Articles of association

The Chargor certifies that the Debenture Security does not contravene any of the provisions of the articles of association of the Chargor.

- 5.3 The provisions of clauses 27 (Partial invalidity) and 30 (Counterparts) of the Debenture apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture but as though references to the Debenture were references to this Supplemental Debenture.

6. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

7. ENFORCEMENT




- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 7 is for the benefit of the Lenders and Secured Parties only. As a result, no Lender or Secured Party shall not be prevented from taking proceedings relating to a Dispute in any





other courts with jurisdiction. To the extent allowed by law, the Lenders and Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Supplemental Debenture has been duly executed by the Chargor as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1**Details of Security Assets****Intellectual Property**

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
IMMERSIVE GROUP GAMING LTD	90599928	US / Filed	9,41	TICKET TO MARS (and design)
IMMERSIVE GROUP GAMING LTD	90599882	US / Filed	9,41	TICKET TO MARS (standard characters)
IMMERSIVE GROUP GAMING LTD	90599518	US / Filed	9,41	TEMPLE OF COINS (and design)
IMMERSIVE GROUP GAMING LTD	90599456	US / Filed	9,41	TEMPLE OF COINS (standard characters)
IMMERSIVE GROUP GAMING LTD	00003656228	UK / Registered	42	EGB.GameSDK
IMMERSIVE GROUP GAMING LTD	00003410327	UK / Registered	9, 28, 35, 41, 42	ETHEATRE
IMMERSIVE GROUP GAMING LTD	00003410317	UK / Registered	9, 28, 35, 41, 42	Electronic Theatre
IMMERSIVE GROUP GAMING LTD	00003682545	UK / Registered	41	EGBGameFrame
IMMERSIVE GROUP GAMING LTD	00003650878	UK / Registered	9, 41	ABRACADABRA MAGIC RABBIT
IMMERSIVE GROUP GAMING LTD	00003650879	UK / Registered	9, 41	LET'S GO BONGO
IMMERSIVE GROUP GAMING LTD	00918249324	UK / Registered	9, 41	RESCUE THE ROYALS

IMMERSIVE GROUP GAMING LTD	00003656219	UK / Registered	41	EGB.OS
IMMERSIVE GROUP GAMING LTD	00003728442	UK / Registered	9, 41	BLOCK SMASH MANIA
IMMERSIVE GROUP GAMING LTD	00003747386	UK / Application Published	9, 41	JAMES BUNNY
IMMERSIVE GROUP GAMING LTD	00003758458	UK / Application Published	9, 41	IMMERSIBOX
IMMERSIVE GROUP GAMING LTD	00003761850	UK / Examination	9, 28, 35, 41, 42	Immersive Gamebox
IMMERSIVE GROUP GAMING LTD	00003435519	UK / Registered	9, 41	Hamish Macbagpipe and Design (the "Logo") 
IMMERSIVE GROUP GAMING LTD	00003435513	UK / Registered	9, 41	RESCUE THE ROYALS
IMMERSIVE GROUP GAMING LTD	00003435516	UK / Registered	9, 41	Rescue the Royals and Design 
IMMERSIVE GROUP GAMING LTD	00003488604	UK / Registered	9, 28, 35, 41, 42	ELECTRIC PLAYBOX and Design 
IMMERSIVE GROUP GAMING LTD	00003658198	UK / Registered	9, 41	THE ACE CHASE

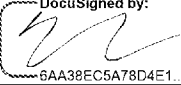
IMMERSIVE GROUP GAMING LTD	00003601666	UK / Registered	9, 41	PSYCHEDELIC MANSION and Design 
IMMERSIVE GROUP GAMING LTD	00003603099	UK / Registered	9, 41	PSYCHEDELIC MANSION
IMMERSIVE GROUP GAMING LTD	00918249327	UK / Registered	9, 41	Hamish MacBagpipe and Design (the "Logo") 
IMMERSIVE GROUP GAMING LTD	018644028	EU / Published	9, 41	TEMPLE OF COINS
IMMERSIVE GROUP GAMING LTD	018644026	EU / Published	9, 41	BLOCK SMASH MANIA
IMMERSIVE GROUP GAMING LTD	018644027	EU / Published	9, 41	PSYCHEDELIC MANSION
IMMERSIVE GROUP GAMING LTD	018249327	EU / Registered	9, 41	Hamish MacBagpipe and Design (the "Logo") 
IMMERSIVE GROUP GAMING LTD	018326565	EU / Registered	9, 41	ELECTRIC PLAYBOX and Design 
IMMERSIVE GROUP GAMING LTD	97324672	US / Pending Application	9, 35, 41, 42	IMMERSIVE GAMEBOX
IMMERSIVE GROUP GAMING LTD	97164072	US / Pending Application	42	EGB.GAMESDK
IMMERSIVE GROUP GAMING LTD	97163994	US / Pending Application	9	EGB.TOUCHSYS

IMMERSIVE GROUP GAMING LTD	97164037	US / Pending Application	9	EGB.TRACKSYS
IMMERSIVE GROUP GAMING LTD	97164153	US / Pending Application	41	EGB.ACADEMY
IMMERSIVE GROUP GAMING LTD	97164204	US / Pending Application	41	EGB.OS
IMMERSIVE GROUP GAMING LTD	97164251	US / Pending Application	41	EGBGAMEFRAME
Part 4B – Patents				
Proprietor/ADP number		Patent number	Description	
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
EXECUTION PAGE

THE CHARGOR

Executed as a deed (but not delivered until the date)
of this deed) by **Immersive Group Gaming Ltd**)
acting by a director in the presence of a witness:)

DocuSigned by:

6AA38EC5A78D4E1...

Director

DocuSigned by:

8353E2C10A1447A...

Witness signature

Witness name:

Catherine Staples

Witness address:

Flat 4, 167B Stroud Green Road

London

N4 3PZ

Address: 63/66 Hatton Garden, Fifth Floor, Suite 23, London, England, EC1N 8LE

Attention: David Spindler

THE COLLATERAL AGENT

Signed Kevin Thorne by)
for and on behalf of Triplepoint Private)
Venture Credit Inc., A Maryland Corporation)
By: TriplePoint Advisers LLC, its investment)
adviser)

DocuSigned by:
Kevin Thorne
Signature
349B6408B7B467

Address: 2755 Sand Hill Road, Ste. 150, Menlo Park, CA94025

Facsimile No: (001) 650 854 1850

Attention: Sajal Srivastava, President

Shoosmiths reference: 681577-1043610171-4\0.9