

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DZKICORP INC.		07/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4252597	DOZUKI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8448182387		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Avenue NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, NEW YORK 20036		
ATTORNEY DOCKET NUMBER:	1747378		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	07/28/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 28, 2022, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **DZKICORP INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of July 28, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B** but excluding only United States intent-to-us trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The foregoing notwithstanding, the Intellectual Property Collateral shall not include any excluded assets described on Exhibit A to the Loan Agreement. The rights and remedies of Lender with respect to the security interests

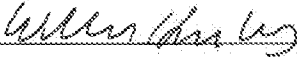
granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DZKICORP INC.,
a Delaware corporation

By: 

Name: Bill Hurley

Title: Vice President

Address for Notices:
DZKICORP INC.
c/o Marlin Equity Partners
338 Pier Avenue
Hermosa Beach, CA 90254
Attn: Michael Nutting
Email: mnutting@marlinoperations.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: rick.lamoreux@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

DMS 23151193

TRADEMARK
REEL: 007784 FRAME: 0945

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DZKICORP INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

DZKICORP INC.
c/o Marlin Equity Partners
338 Pier Avenue
Hermosa Beach, CA 90254
Attn: Michael Nutting
Email: mnutting@marlinoperations.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Danielle Styles

Title: Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: rick.lamoreux@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
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EXHIBIT A
COPYRIGHTS

NONE

EXHIBIT B
TRADEMARKS

United States trademarks and service marks/trademark and service mark applications:

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
Dozuki	85437311	4252597	October 2, 2011

Foreign trademarks and service marks/trademark and service mark applications:

- “Dozuki” – Reg. No. 25656196 (China)
- “Dozuki” – Reg. No. 16920555 (EU)
- “Dozuki” – Reg. No. 1356639 (International)
- “Dozuki” – Reg. No. 1860147 Australia)
- “Dozuki” – Reg. No. 2017-359316 (Japan)
- “Dozuki” – Reg. No. 1897160 (Mexico)
- “Dozuki” – Reg. No. 1071843 (New Zealand)
- “Dozuki” – Reg. No. UK0016920555 (UK)

EXHIBIT C

PATENTS

NONE

DMS 23151193.4

RECORDED: 07/28/2022

**TRADEMARK
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