

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELAWARE TRUST COMPANY, as Administrative Agent, as successor to VIRTUS GROUP, LP		07/15/2022	Company:

RECEIVING PARTY DATA

Name:	Bungie, Inc.
Street Address:	550 106th Ave NE, Ste 207
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Corporation: DELAWARE
Name:	Bungie Aerospace Corporation
Street Address:	550 106th Ave NE, Ste 207
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	88442936	BUNGIE FOUNDATION
Serial Number:	87785348	CURSE OF OSIRIS
Serial Number:	86635335	EV
Serial Number:	86826318	EV
Serial Number:	86635344	EVERVERSE TRADING CO.
Serial Number:	86635339	EVERVERSE
Serial Number:	86439038	THE DARK BELOW
Serial Number:	86613097	V
Serial Number:	86613077	THE TAKEN KING V
Serial Number:	86439035	HOUSE OF WOLVES
Serial Number:	86377470	V

CH \$790.00 88442936

Property Type	Number	Word Mark
Serial Number:	85921820	VIDOC
Serial Number:	85891799	
Serial Number:	85958987	BECOME LEGEND
Serial Number:	85958992	BECOME LEGEND
Serial Number:	78976236	BUNGIE
Serial Number:	78975317	BUNGIE
Serial Number:	78390301	BUNGIE.NET
Serial Number:	77784606	DESTINY
Serial Number:	77953184	MARATHON
Serial Number:	74710157	BUNGIE
Serial Number:	88560050	VVV CROSS SAVE
Serial Number:	85483000	CRIMSON STEAM PIRATES
Serial Number:	85639522	BUNGIE AEROSPACE
Serial Number:	88136163	MATTER
Serial Number:	87936653	OFFICIAL PRODUCT 7
Serial Number:	88104257	WARMIND
Serial Number:	87313252	DESTINYCON
Serial Number:	85873117	GLIMMER
Serial Number:	87054985	RISE OF IRON
Serial Number:	87981577	OFFICIAL PRODUCT 7

CORRESPONDENCE DATA

Fax Number: 4159472099

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: 4159472169

Email: qluflood@wsgr.com

Correspondent Name: Wilson Sonsini Goodrich & Rosati, P.C.

Address Line 1: One Market Plaza, Spear Tower, Suite 330

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	36585.026
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	07/18/2022

Total Attachments: 15

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **Termination and Release of Trademark Security Agreement**, dated as of July 15, 2022 (this “**Release**”), is made by DELAWARE TRUST COMPANY, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement), as successor to VIRTUS GROUP, LP (in such capacity, the “**Administrative Agent**”), in favor of Bungie, Inc., a Delaware corporation and Bungie Aerospace Corporation, a Delaware corporation (individually, a “Grantor”, and, collectively, the “Grantors”).

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Security Agreement, dated as of August 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) to secure payment or performance in full of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest (the “**Security Interest**”) in and to certain trademark collateral, including all of such Grantor right, title and interest in and to the Trademarks listed on Schedule 1 hereto (collectively, the “**Released Trademark Collateral**”);

WHEREAS, pursuant to the Security Agreement, on August 28, 2019, the Administrative Agent and the Grantors entered into a Trademark Security Agreement, which was recorded with the United States Patent and Trademark Office on September 3, 2019 in its records at Reel 6735, Frame 0010 (the “**Initial Trademark Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, on June 12, 2020, the Administrative Agent and the Grantors entered into a second Trademark and Security Agreement, which was recorded with the United States Patent and Trademark Office on June 12, 2020 in its records at Reel 6969, Frame 0668 (the “**Second Trademark Security Agreement**”);

WHEREAS the Second Trademark Security Agreement was amended by an Amended and Restated Trademark Security Agreement, dated as of July 7, 2020 which was recorded with the United States Patent and Trademark Office on July 17, 2020 in its records at Reel 7001, Frame 0405 (the “**Amended Trademark Security Agreement**”, together with the Initial Trademark Security Agreement and the Second Trademark Security Agreement, each a “**Trademark Security Agreement**” and collectively, the “**Trademark Security Agreements**”);

WHEREAS, pursuant to the Assignment of Security Interest in Patents, Trademarks, And Copyrights, dated as of June 10, 2022, by and among VIRTUS GROUP, LP, in its capacity as initial administrative agent (in such capacity, the “**Retiring Agent**”), Administrative Agent (in such capacity, the “**Successor Agent**”), and the Grantors, the Retiring Agent assigned to Successor Agent, all of Retiring Agent’s right, title and interest in any and to all claims, rights and causes of action Retiring Agent may have against any Grantor, as they relate to the trademark registrations and trademark applications referenced in the Trademark Security Agreements; and

WHEREAS, at the request of each Grantor, the Administrative Agent has agreed to evidence and confirm the termination and release of its Security Interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and each Grantor hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein or the context requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in each Trademark Security Agreement and the Security Agreement, as applicable.

2. Release. The Administrative Agent hereby (i) fully, finally, unconditionally and irrevocably releases, terminates and forever discharges (a) its Security Interest in all of such Grantor's right, title and interest, as applicable, in and to the Released Trademark Collateral and (b) any and all other rights it may have under the Security Agreement or each Trademark Security Agreement, other than any rights that expressly survive termination thereof, (ii) agrees that it shall, at the expense of each Grantor, execute all other documents (as prepared by the applicable Loan Party and in form and substance reasonably satisfactory to the Administrative Agent) and do all other acts reasonably requested by a Grantor to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement or each Trademark Security Agreement with respect to the Released Trademark Collateral. This Release shall be binding upon the Administrative's Agent representatives, successors, assigns and transferees.

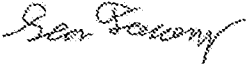
3. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.

4. Governing Law. The validity of this Release, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned hereto has caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

DELAWARE TRUST COMPANY, as
Administrative Agent

By: 
Name: Sean Foronjy
Title: Vice President


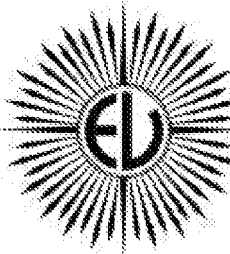

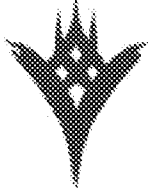



[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 007792 FRAME: 0935



SCHEDULE 1








Released Trademark Collateral


Registrations:



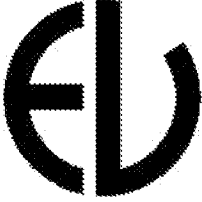


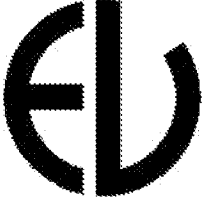

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.	Bungie Foundatio	United States	05/23/2019	88442936
Bungie, Inc.	CURSE OF OSIRIS	United States	02/06/2018	87785348
Bungie, Inc.		United States	05/19/2015	86635335
Bungie, Inc.		United States	11/19/2015	86826318
Bungie, Inc.	EVERVERSE TRADING C	United States	05/19/2015	86635344
Bungie, Inc.	EVERVERS	United States	05/19/2015	86635339
Bungie, Inc.	THE DARK BEL 	United States	10/29/2014	86439038
Bungie, Inc.		United States	04/28/2015	86613097
Bungie, Inc.	THE TAREN KING 	United States	04/28/2015	86613077
Bungie, Inc.	HOUSE OF WOLV 	United States	10/29/2014	86439035
Bungie, Inc.		United States	08/26/2014	86377470
Bungie, Inc.	VIDOC	United States	05/02/2013	85921820

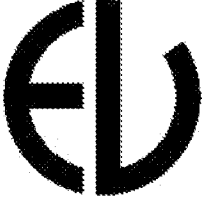

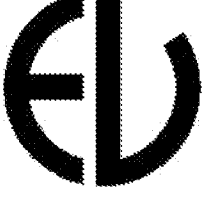

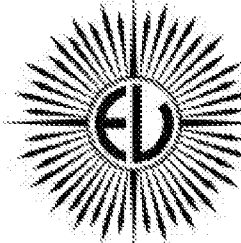
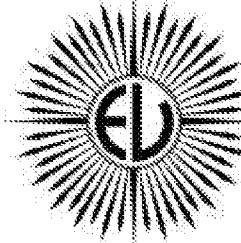
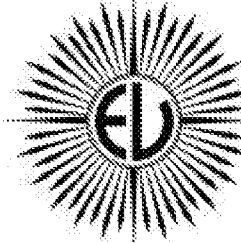
Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		United States	04/01/2013	85891799
Bungie, Inc.	Become Legend	United States	06/13/2013	85958987
Bungie, Inc.	Become Legend	United States	06/13/2013	85958992
Bungie, Inc.		United States	12/14/2001	78976236
Bungie, Inc.		United States	12/14/2001	78975317
Bungie, Inc.		United States	03/24/2004	78390301
Bungie, Inc.	DESTINY 	United States	07/20/2009	77784606
Bungie, Inc.	Marathon	United States	03/08/2010	77953184
Bungie, Inc.	BUNGIE	United States	08/02/1995	74710157
Bungie, Inc.		United States	08/01/2019	88560050
Bungie Aerospace Corporation		United States	11/29/2011	85483000
Bungie Aerospace Corporation	Bungie Aerospace	United States	05/31/2012	85639522
Bungie, Inc.		United States	9/28/2018	88136163
Bungie, Inc.		United States	5/25/2018	87936653
Bungie, Inc.	WARMIND	United States	9/4/2018	88104257

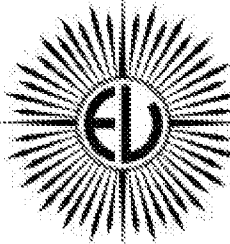
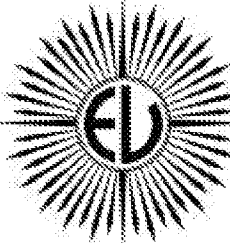
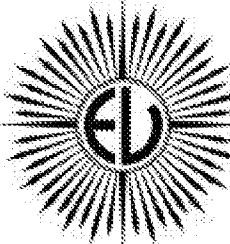
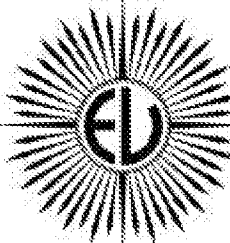
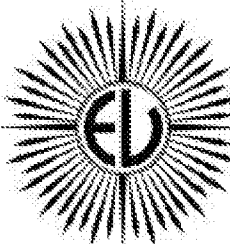
Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.	DestinyCon	United States	01/25/2017	87313252
Bungie, Inc.	GLIMMER	United States	03/11/2013	85873117
Bungie, Inc.	BUNGIE	Argentina	N/A	Reg. 16; 25; 28
Bungie, Inc.	BUNGIE	Australia	N/A	Reg. 9; 28
Bungie, Inc.	BUNGIE	Brazil	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	Canada	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	China	N/A	Reg. 9; 41
Bungie, Inc.	BUNGIE	European Union	N/A	Reg. 9; 16; 25; 41
Bungie, Inc.	BUNGIE	Hong Kong	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	Japan	N/A	Reg. 9; 16; 25
Bungie, Inc.	BUNGIE	Mexico	N/A	Reg. 9; 16; 28
Bungie, Inc.	BUNGIE	New Zealand	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	Norway	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	Republic of Korea (South)	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	Singapore	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE	Switzerland	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	BUNGIE GLIMMER	Australia	N/A	Reg. 9; 16; 28; 41
Bungie, Inc.	CABAL	Australia	N/A	Reg. 9; 16; 25; 28; 41
Bungie, Inc.	CABAL	European Union	N/A	Reg. 9; 16; 25; 28; 41
Bungie, Inc.	CURSE OF OSIRIS	Taiwan	N/A	App. 9
Bungie, Inc.	DESTINY	European Union	08/13/2012	EU 010731801
Bungie, Inc.		European Union	12/15/2005	EU 12664298
Bungie, Inc.		Taiwan	N/A	Reg. 9; 16; 25; 28

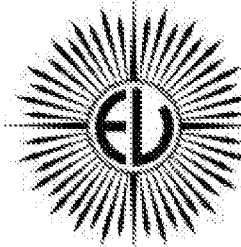




Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
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Bungie, Inc.	D E S T I N 	Canada	N/A	Reg. 9
Bungie, Inc.	D E S T I N 	European Union	N/A	Reg. 9
Bungie, Inc.	D E S T I N 	Japan	N/A	Reg. 9
Bungie, Inc.	D E S T I N 	New Zealand	N/A	Reg. 9
Bungie, Inc.	D E S T I N 	Trinidad & Tobago	N/A	App. 9
Bungie, Inc.	 D E S T I N Y	European Union	12/15/05	12664298
Bungie, Inc.	DESTINY GUARDIANS 2	Republic of Korea (South)	N/A	Reg. 9; 41 - Reg# 40-1432337 Filed 1/30/18, Reg 1/2/19
Bungie, Inc.	DESTINY PER AUDACIA AD ASTRA	China	N/A	Reg. 9
Bungie, Inc.	DESTINY: TO THE STARS	Mexico	N/A	Reg. 9
Bungie, Inc.	EVERVERS	Australia	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Brazil	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Canada	N/A	App.
Bungie, Inc.	EVERVERS	China	N/A	Reg. 9; 25;






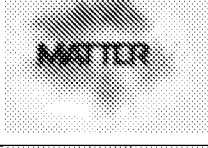


Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
				Reg. 16; 28; 35; 41
Bungie, Inc.	EVERVERS	European Union	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Japan	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Mexico	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	New Zealand	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Republic of Korea (South)	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Russian Federation	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERS	Brazil	N/A	Reg. 9; 16; 25; 28
Bungie, Inc.	EVERVERSE TRADING C	Australia	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	Brazil	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	Canada	N/A	App.
Bungie, Inc.	EVERVERSE TRADING C	China	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	European Union	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	Japan	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	Mexico	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	New Zealand	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	Republic of Korea (South)	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	EVERVERSE TRADING C	Russian Federation	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	 EVERVERSE	China	N/A	App. 16; 35

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		Australia	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Brazil	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Canada	N/A	App.
Bungie, Inc.		China	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		European Union	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Japan	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Mexico	N/A	Reg. 9; 16; 25; 28; 35; 41

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		New Zealand	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Republic of Korea (South)	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Russian Federation	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		European Union		Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Australia	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Brazil	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Canada	N/A	App.

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		China	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Japan	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Mexico	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		New Zealand	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.		Republic of Korea (South)	N/A	Reg. 9; 16; 25; 28; 35; 41

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		Russian Federation	N/A	Reg. 9; 16; 25; 28; 35; 41
Bungie, Inc.	FALLEN	Australia	N/A	Reg. 9; 16; 28; 41
Bungie, Inc.	FALLEN	European Union	N/A	Reg. 9; 16; 28; 41
Bungie, Inc.	GODS OF MARS	Trinidad & Tobago	N/A	App. 9
Bungie, Inc.	HIVE	Australia	N/A	Reg. 9; 16; 28; 41
Bungie, Inc.	HIVE	European Union	N/A	Reg. 9; 16; 28; 41
Bungie, Inc.	MATTER	Trinidad & Tobago	N/A	App. 9; 41
Bungie, Inc.	MATTER	Trinidad & Tobago	N/A	App. 9; 41
Bungie, Inc.		Trinidad & Tobago	N/A	App. 9; 41
Bungie, Inc.		Australia	N/A	App. 9; 41
Bungie, Inc.		Brazil	N/A	App. 9; 41
Bungie, Inc.		Canada	N/A	App. 9; 41

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		China	N/A	App. 9; 41
Bungie, Inc.		European Union	N/A	App. 9; 41; 42
Bungie, Inc.		Japan	N/A	App. 9; 41
Bungie, Inc.		Mexico	N/A	Reg. 9; 41
Bungie, Inc.		New Zealand	N/A	App. 9; 41 Reg# 1103696; Reg date 3/29/19; exp. 4/4/2028
Bungie, Inc.		Republic of Korea (South)	N/A	App. 9; 41
Bungie, Inc.		Russian Federation	N/A	Registration Number 710364 Application Date October 1, 2018 Registration Date May 6, 2019 Expiration Date October 1, 2028 International Classes 9, 41
Bungie, Inc.		Trinidad & Tobago	N/A	App. 9; 41

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.		Brazil	N/A	App. 9; 14; 16; 21; 25; 26; 28; 35; 41
Bungie, Inc.		Canada	N/A	App. 9; 14; 16; 21; 25; 26; 28; 35; 41
Bungie, Inc.		China	N/A	App. 9; 14; 16; 21; 25; 26; 28; 35; 41
Bungie, Inc.		European Union	N/A	App. 9; 14; 16; 21; 25; 26; 28; 35; 41
Bungie, Inc.		Hong Kong	N/A	App. 9; 14; 16; 21; 25; 26; 28; 35; 41
Bungie, Inc.		Mexico	N/A	App. 9; 14; 16; 21; 25; 26; 28; 35; 41
Bungie, Inc.	WARMIND	Trinidad & Tobago	N/A	App. 9; 41
Bungie, Inc.	VEX	Trinidad & Tobago	N/A	Reg. 9; 16; 25; 28; 41
Bungie, Inc.	命运守护者2 (Chinese Characters for DESTINY 2)	China	N/A	"App. 35 Reg. 9; 16; 25; 28; 41"
Bungie, Inc.		China	N/A	Reg. 16; 25; 28
Bungie, Inc.		China	N/A	Reg. 16; 25; 28
Bungie, Inc.		China	N/A	Reg. 16; 25; 28

Owner	Mark/Name	Jurisdiction of Registration	Registration Date	Registration No.
Bungie, Inc.	命运守护者2: 环宇众光 (Chinese Characters for DESTINY 2: EVERVERSE)	China	N/A	Reg. 9
Bungie, Inc.	环宇众光 (Chinese Characters for EVERVERSE)	China	N/A	App. 16; 35 Reg. 25; 28; 41
Bungie, Inc.	邦极 (Chinese Characters for BUNGIE)	China	N/A	App. 25; 28 Reg. 9; 16; 35; 41
Bungie, Inc.	V2	China	N/A	App. 9; 16; 25; 28; 35
Bungie, Inc.	RISE OF IRON	United States	05/31/2016	87054985
Bungie, Inc.		United States	05/25/2018	87981577