

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742813

<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>
Family Entertainment Group, LLC		07/20/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, N.A.		
<b>Street Address:</b>	145 Bank Street		
<b>City:</b>	Waterbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06702		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6050724	BONKERS	
<b>Registration Number:</b>	6050725	BONKERS	
<b>Registration Number:</b>	3242839	GOING BONKERS	
<b>Registration Number:</b>	5970663	IN THE GAME	
<b>Registration Number:</b>	5970518	IN THE GAME	
<b>Registration Number:</b>	5471228	IN THE GAME	
<b>Registration Number:</b>	5662080	IN THE GAME	
<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>	617-248-5000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2004945-0061		
<b>NAME OF SUBMITTER:</b>	Catherine C. Maresh		

OP \$190.00 6050724

<b>SIGNATURE:</b>	/Catherine C. Maresh/
<b>DATE SIGNED:</b>	07/21/2022
<b>Total Attachments: 6</b> source=Marathon Lender - FEG - Trademark Security Agreement - HIG McDermott- Webster Bank Choate - July-20-2022#page1.tif source=Marathon Lender - FEG - Trademark Security Agreement - HIG McDermott- Webster Bank Choate - July-20-2022#page2.tif source=Marathon Lender - FEG - Trademark Security Agreement - HIG McDermott- Webster Bank Choate - July-20-2022#page3.tif source=Marathon Lender - FEG - Trademark Security Agreement - HIG McDermott- Webster Bank Choate - July-20-2022#page4.tif source=Marathon Lender - FEG - Trademark Security Agreement - HIG McDermott- Webster Bank Choate - July-20-2022#page5.tif source=Marathon Lender - FEG - Trademark Security Agreement - HIG McDermott- Webster Bank Choate - July-20-2022#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2022, is made by the Grantor listed on the signature page hereof (the “Grantor”), in favor of Webster Bank, N.A., as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Loan Agreement referred to below).

**WITNESSETH:**

WHEREAS, pursuant to the Loan Agreement dated as of July 20, 2022 by and among FEG Buyer, Inc., a Delaware corporation (“Borrower”), FEG Intermediate, Inc., a Delaware corporation (“Holdings”), the Subsidiaries of Holdings that are Guarantors or become Guarantors thereunder, the Lenders from time to time party thereto, Webster Bank, N.A., as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”) and as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”, and together with the Administrative Agent, each an “Agent” and collectively the “Agents”) (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the “Loan Agreement”), the Lenders have agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to that certain Guaranty and Security Agreement dated as of July 20, 2022 by and among the Borrower, Holdings and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to Agent a security interest in all of the Grantor’s Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant and for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the “Trademark Collateral”):

all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

renewals or extensions of the foregoing;

the goodwill of the Grantor's business connected with and symbolized by the Trademark Collateral; and

all Proceeds and products of any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing paragraph, the security interest created by this Trademark Security Agreement shall not extend to, and the term Trademark Collateral shall not include, any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the USPTO (but only until such statement of use is filed and accepted).

Guaranty and Security Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Recordation. Each Grantor authorizes the Agent or its designee to request the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

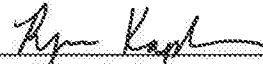
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAMILY ENTERTAINMENT GROUP, LLC  
as Grantor

By:   
Name: Ryan Kaplan  
Title: Vice President and Secretary

**ACCEPTED AND AGREED**

as of the date first above written:

WEBSTER BANK, N.A.,  
as Agent

By:  \_\_\_\_\_

Name: Ian Milne





Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007797 FRAME: 0035**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

Trademark	Application No.	Registration No.	Owner
BONKERS (and Design) 	88262502	6050724	FAMILY ENTERTAINMENT GROUP, LLC
BONKERS	88262510	6050725	FAMILY ENTERTAINMENT GROUP, LLC
GOING BONKERS (and Design) 	78327086	3242839	FAMILY ENTERTAINMENT GROUP, LLC
IN THE GAME (and Design) 	88262402	5970663	FAMILY ENTERTAINMENT GROUP, LLC
IN THE GAME (and Design) 	88244398	5970518	FAMILY ENTERTAINMENT GROUP, LLC

IN THE GAME	87489335	5471228	FAMILY ENTERTAINMENT GROUP, LLC
IN THE GAME	87349341	5662080	FAMILY ENTERTAINMENT GROUP, LLC