

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM744590

<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>
TWO BIT CIRCUS, INC.		07/29/2022	Corporation: DELAWARE
TWO BIT CIRCUS DTLA, LLC		07/29/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	UNITED STATES		
<b>Postal Code:</b>	94052		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5009711	BUTTON WALL	
<b>Registration Number:</b>	5215962	HEXACADE	
<b>Registration Number:</b>	4976055	MAGIC MIRROR	
<b>Registration Number:</b>	5168570	STEAM CARNIVAL	
<b>Registration Number:</b>	5466471	ENGINEERING ENTERTAINMENT	
<b>Registration Number:</b>	5527354	STORY ROOM	
<b>Registration Number:</b>	5708138	TWO BIT CIRCUS	
<b>Serial Number:</b>	90563757	SPACE SQUAD IN SPACE	
<b>Serial Number:</b>	90563795	SAMUEL SWEETBOTTOM'S CANDY CHAOS	
<b>Registration Number:</b>	6629061	DR. BOTCHER'S MINUTE MEDICAL SCHOOL	
<b>Serial Number:</b>	97132782	RAIL RACE	
<b>Serial Number:</b>	97132823	BIG TOP BALLOON POP	
<b>Serial Number:</b>	97132850	LAST BALL STANDING	
<b>Serial Number:</b>	97132883	DEMOLITION ZONE	
<b>Serial Number:</b>	97505821	REVELERS RESORT POWERED BY TWO BIT CIRCU	
<b>Serial Number:</b>	97505827	REVELERS RESORT	
<b>Serial Number:</b>	97505829	REVELERS RESORT POWERED BY TWO BIT CIRCU	
<b>Serial Number:</b>	97505830	REVELERS RESORT	

OP \$465.00 5009711

**CORRESPONDENCE DATA****Fax Number:**

*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:** 8004945225**Email:** ipteam@coagencyglobal.com**Correspondent Name:** JAY DASILVA**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** WASHINGTON, D.C. 20036

<b>NAME OF SUBMITTER:</b>	Naomi Sakata
<b>SIGNATURE:</b>	/Naomi Sakata/
<b>DATE SIGNED:</b>	07/29/2022

**Total Attachments: 8**

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source=Intellectual Property Security Agreement - Two Bit Circus (Trademark, with revised schedule)#page4.tif  
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source=Intellectual Property Security Agreement - Two Bit Circus (Trademark, with revised schedule)#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 29, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94105 (“Bank”) and **TWO BIT CIRCUS, INC.**, a Delaware corporation, with its principal place of business located at 634 Mateo Street, Los Angeles, California 90021 (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **TWO BIT CIRCUS DTLA, LLC**, a Delaware limited liability company (jointly and severally, individually and collectively “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

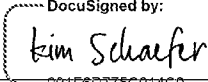
laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

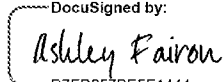
TWO BIT CIRCUS, INC.

By:  DocuSigned by:  
091F6D775C014C9...

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  DocuSigned by:  
07FB657BE5E1444...

Title: Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Electronic file (eService)

VAu001436105

May 19, 2021

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT C

## Trademarks



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BUTTON WALL	5009711	July 26, 2016
HEXCADE	5215962	June 6, 2017
MAGIC MIRROR	4976055	June 14, 2016
STEAM CARNIVAL	5168570	March 21, 2017
ENGINEERING ENTERTAINMENT	5466471	May 8, 2018
STORY ROOM	5527354	July 31, 2018
TWO BIT CIRCUS	5708138	March 26, 2019
SPACE SQUAD IN SPACE	90563757	March 5, 2021
SAMUEL SWEETBOTTOM'S CANDY CHAOS	90563795	March 5, 2021
DR. BOTCHER'S MINUTE MEDICAL SCHOOL	6629061	Jan. 25, 2022
RAIL RACE	97132782	Nov. 18, 2021
BIG TOP BALLOON POP	97132823	Nov. 18, 2021
LAST BALL STANDING	97132850	Nov. 18, 2021
DEMOLITION ZONE	97132883	Nov. 18, 2021
REVELERS RESORT POWERED BY TWO BIT CIRCUS 	97505821	July 15, 2022
REVELERS RESORT	97505827	July 15, 2022
REVELERS RESORT POWERED BY TWO BIT CIRCUS 	97505829	July 15, 2022
REVELERS RESORT	97505830	July 15, 2022

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.