

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758502

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900722380		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Entertainment Earth, LLC		07/22/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88010291		
<b>Serial Number:</b>	78156085	ENTERTAINMENT EARTH	
<b>Serial Number:</b>	77850519	E	
<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>	4045723401		
<b>Email:</b>	morgan.roth@kslaw.com		
<b>Correspondent Name:</b>	Morgan Roth		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Morgan Roth		
<b>SIGNATURE:</b>	/s/ Morgan Roth		
<b>DATE SIGNED:</b>	09/30/2022		
<b>Total Attachments: 5</b>			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2022, is made by ENTERTAINMENT EARTH, LLC, a California limited liability company f/k/a Entertainment Earth, Inc. (the “**Grantor**”),<sup>1</sup> in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 22, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and between ENTERTAINMENT EARTH BUYER, LLC, a Delaware limited liability company as the Initial Borrower (“**Earth Acquisition**”) ENTERTAINMENT EARTH, LLC, a California limited liability company (“**Earth Opco**”, and together with Earth Acquisition and their successors and permitted assigns, “**Borrower**”), the other guarantors listed on the signature pages hereto (together with Holdings, the “**Guarantors**”), and any other direct and indirect subsidiaries of Holdings/Borrower from time to time hereafter made parties thereto, the Lenders party thereto from time to time, and Administrative Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

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<sup>1</sup> The Grantor changed its corporate form pursuant to that certain Articles of Conversion filed with the Secretary of State of California on July 13, 2022.

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 signature page to this Trademark Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

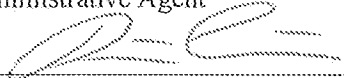
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENTERTAINMENT EARTH, LLC  
as Grantor

By:   
Name: Kevin Driscoll  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**ALTER DOMUS (US) LLC,**  
as Administrative Agent

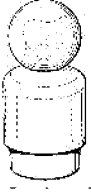

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007886 FRAME: 0006**

Schedule 1

Trademarks

<u>Grantor</u>	<u>Registrant</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Notes</u>
Entertainment Earth, LLC	Entertainment Earth, Inc.		United States	88010291	06/21/2018	1A, supplemental register
Entertainment Earth, LLC	Entertainment Earth, Inc.	ENTERTAINMENT EARTH (Typed Drawing)	United States	78156085	08/20/2002	1A
Entertainment Earth, LLC	Entertainment Earth, Inc.		United States	77850519	10/16/2019	1A