

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768036

<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>
Jam City, Inc.		11/15/2022	Corporation: DELAWARE
TinyCo, Inc.		11/15/2022	Corporation: DELAWARE
JCMO STUDIOS, ULC		11/15/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kabam, Inc.		
<b>Street Address:</b>	200-1118 Alberni Street		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 1A5		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86431713	COOKIE CRUNCH	
<b>Serial Number:</b>	86256354	COOKIE JAM	
<b>Serial Number:</b>	87283299	COOKIE JAM	
<b>Serial Number:</b>	87976024	COOKIE JAM BLAST	
<b>Serial Number:</b>	86748978	GENIES & GEMS	
<b>Serial Number:</b>	88294116		
<b>Serial Number:</b>	88294121		
<b>Serial Number:</b>	88895437		
<b>Serial Number:</b>	88895441		
<b>Serial Number:</b>	87184210	JAM CITY	
<b>Serial Number:</b>	87725269	JAM CITY	
<b>Serial Number:</b>	87086326	JAM CITY	
<b>Serial Number:</b>	86082980	JAM CITY	
<b>Serial Number:</b>	86599372	JUICE JAM	
<b>Serial Number:</b>	88294133		
<b>Serial Number:</b>	88294137		
<b>Serial Number:</b>	88895427		

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Property Type	Number	Word Mark
Serial Number:	88895432	
Serial Number:	87150305	KITTY CITY
Serial Number:	86296563	PAINT MONSTERS
Serial Number:	88895406	
Serial Number:	88895416	
Serial Number:	88895419	
Serial Number:	88895423	
Serial Number:	86105896	PANDA POP
Serial Number:	87339770	
Serial Number:	87323699	SAFARI SMASH
Serial Number:	86367412	SPELLSTORM
Serial Number:	86412084	SUGAR SMASH
Serial Number:	86368344	TINY VILLAGE
Serial Number:	86368358	TINY ZOO FRIENDS
Serial Number:	86366996	TINYCO
Serial Number:	88290265	VINEYARD VALLEY
Serial Number:	88290266	VINEYARD VALLEY
Serial Number:	88290313	WILD THINGS ANIMAL ADVENTURE
Serial Number:	87821652	WORLD WAR DOH
Serial Number:	88837933	LOVELINK
Serial Number:	87818191	WHAT'S YOUR STORY?
Serial Number:	85392629	LUDIA
Serial Number:	85392618	LUDIA
Serial Number:	85392604	LUDIA

#### 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:** 5104992971

**Email:** luyue@pillarlegalpc.cn

**Correspondent Name:** Yue Lu

**Address Line 1:** 1990 N. California Blvd.

**Address Line 4:** Walnut Creek, CALIFORNIA 94596

<b>NAME OF SUBMITTER:</b>	Yue Lu
<b>SIGNATURE:</b>	/yue lu/
<b>DATE SIGNED:</b>	11/15/2022

**Total Attachments: 8**

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## **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS RIGHTS ("Agreement"), effective as of November 15, 2022 is made by Jam City, Inc., a Delaware corporation ("Jam City"), TinyCo, Inc., a Delaware corporation ("TinyCo"), and JCMO Studios, ULC, a British Columbia unlimited liability company ("Ludia", together with Jam City and TinyCo, the "Obligors" and each individually, an "Obligor"), in favor of Kabam, Inc., as Administrative Agent (the "Agent") for the Purchasers (as defined in the Purchase Agreement), dated as of November 15, 2022 (as amended from time to time, the "Purchase Agreement"), among Jam City, the Purchasers party thereto, and the Agent.

### **W I T N E S S E T H:**

WHEREAS, in connection with the Purchase Agreement, Obligors have executed and delivered a Security Agreement, dated as of November 15, 2022, in favor of the Agent (amended from time to time, the "Security Agreement"), pursuant to which the Obligors pledged and granted to the Agent, for the benefit of the Agent and the Purchasers, a continuing security interest in all of such Obligor's right, title and interest in, to and under all of its Intellectual Property used, conceived, registered, or otherwise practiced in the United States and Canada, including the Trademarks and the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the convertible promissory notes pursuant to the Purchase Agreement, each Obligor agrees, for the benefit of the Agent and the Purchasers, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those registered Trademarks and Trademark applications listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Purchasers to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Applicable IP Office in Canada. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

[Signature Page to Grant of Security Interest in Trademark Rights]

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SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Collateral granted hereby are more fully set forth in the Purchase Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**JAM CITY, INC.**

By: Christopher DeWolfe  
Name: Christopher DeWolfe  
Title: Chief Executive Officer

**TINYCO, INC.**

By: Christopher DeWolfe  
Name: Christopher DeWolfe  
Title: Chief Executive Officer

**JCMO STUDIOS, ULC**

By: \_\_\_\_\_  
Name: Joshua Yguado  
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**JAM CITY, INC.**

By: \_\_\_\_\_  
Name: Christopher DeWolfe  
Title: Chief Executive Officer

**TINYCO, INC.**

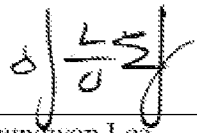
By: \_\_\_\_\_  
Name: Christopher DeWolfe  
Title: Chief Executive Officer

**JCMO STUDIOS, ULC**

By: Joshua Yguado  
Name: Joshua Yguado  
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**KABAM, INC.**  
as Administrative Agent

By:   
Name: Seungwon Lee  
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]



# Schedule A

## United States Trademark Registrations and Applications

Jurisdiction	Trademark	App No	App Date	Reg No	Reg Date	Record Owner
United States	COOKIE CRUNCH	86431713	10/22/2014	4739129	5/19/2015	Jam City, Inc.
United States	COOKIE JAM	86256354	4/18/2014	4686013	2/10/2015	Jam City, Inc.
United States	COOKIE JAM	87283299	12/28/2016	5410224	2/27/2018	Jam City, Inc.
United States	COOKIE JAM BLAST	87976024	12/28/2016	5418417	3/6/2018	Jam City, Inc.
United States	GENIES & GEMS	86748978	9/6/2015	4985385	6/21/2016	Jam City, Inc.
United States	Genies & Gems Design	88294116	2/8/2019	5935613	12/17/2019	Jam City, Inc.
United States	Genies & Gems Design	88294121	2/8/2019	5941943	12/24/2019	Jam City, Inc.
United States	Genies & Gems Rainbow Gem Design	88895437	4/30/2020	6204656	11/24/2020	Jam City, Inc.
United States	Genies & Gems Rainbow Gem Design	88895441	4/30/2020	6,204,657	11/24/2020	Jam City, Inc.
United States	JAM CITY	87184210	9/27/2016	5525446	7/24/2018	Jam City, Inc.
United States	JAM CITY	87725269	12/18/2017	5549480	8/28/2018	Jam City, Inc.
United States	JAM CITY	87086326	6/28/2016	5262419	8/8/2017	Jam City, Inc.
United States	JAM CITY	86082980	10/4/2013	4570017	7/15/2014	Jam City, Inc.
United States	JUICE JAM	86599372	4/16/2015	4912482	3/8/2016	Jam City, Inc.
United States	Juice Jam Design	88294133	2/8/2019	5947861	12/31/2019	Jam City, Inc.
United States	Juice Jam Design	88294137	2/8/2019	5947862	12/31/2019	Jam City, Inc.
United States	Juice Jam Rainbow Orange Design	88895427	4/30/2020	6204654	11/24/2020	Jam City, Inc.
United States	Juice Jam Rainbow Orange Design	88895432	4/30/2020	6,204,655	11/24/2020	Jam City, Inc.
United States	KITTY CITY	87150305	8/25/2016	5571151	9/25/2018	Jam City, Inc.
United States	PAINT MONSTERS	86296563	5/30/2014	47495021	6/2/2015	Jam City, Inc.

United States	Panda Baby & Evergreen Design	88895406	4/30/2020	6,204,648	11/24/2020	Jam City, Inc.
United States	Panda Baby & Evergreen Design	88895416	4/30/2020	6,204,651	11/24/2020	Jam City, Inc.
United States	Panda Family & Evergreen Design	88895419	4/30/2020	6204652	11/24/2020	Jam City, Inc.
United States	Panda Family & Evergreen Design	88895423	4/30/2020	6204653	11/24/2020	Jam City, Inc.
United States	PANDA POP	86105896	10/30/2013	4583268	8/12/2014	Jam City, Inc.
United States	Rainbow Cake Design	87339770	2/17/2017	5383942	1/23/2018	Jam City, Inc.
United States	SAFARI SMASH	87323699	2/3/2017	5514719	7/10/2018	Jam City, Inc.
United States	SPELLSTORM	86367412	8/14/2014	4825148	10/6/2015	Tiny Co, Inc.
United States	SUGAR SMASH	86412084	10/1/2014	47389212	5/19/2015	Jam City, Inc.
United States	TINY VILLAGE	86368344	8/15/2014	4816177	9/22/2015	Tiny Co, Inc.
United States	TINY ZOO FRIENDS	86368358	8/15/2014	4816178	9/22/2015	Tiny Co, Inc.
United States	TINYCO	86366996	8/14/2014	4816174	9/22/2015	Tiny Co, Inc.
United States	VINEYARD VALLEY	88290265	2/5/2019	5986037	2/11/2020	Jam City, Inc.
United States	VINEYARD VALLEY	88290266	2/5/2019	5986038	2/11/2020	Jam City, Inc.
United States	WILD THINGS ANIMAL ADVENTURE & Design	88290313	2/5/2019	6091929	6/30/2020	Jam City, Inc.
United States	WORLD WAR DOH	87821652	3/6/2018	6037670	4/21/2020	Jam City, Inc.
United States	LOVELINK	88837933	3/17/2020	6223712	12/15/2020	JCMOSTUDIOS, ULC
United States	WHAT'S YOUR STORY?	87818191	3/2/2018	5672927	2/12/2019	JCMOSTUDIOS, ULC
United States	LUDIA	85392629	8/8/2011	4706060	3/24/2015	JCMOSTUDIOS, ULC
United States	LUDIA	85392618	8/8/2011	4524067	5/6/2014	JCMOSTUDIOS, ULC
United States	LUDIA	85392604	8/8/2011	4516886	4/22/2014	JCMOSTUDIOS, ULC

Canada Trademark Registrations

Title	Registration Number	Registration Date	Record Owner
COOKIE JAM	TMAI099970 (IR 1526066)	5/12/2021	Jam City, Inc.
COOKIE JAM BLAST	TMAI099969 (IR 1523794)	5/12/2021	Jam City, Inc.
GENIES & GEMS	TMAI101110	6/1/2021	Jam City, Inc.
HALFPASS	TMA751510	10/29/2009	Jam City, Inc.
JAM CITY	TMAI,013,453	1/21/2019	Jam City, Inc.
JUICE JAM	TMAI100190	5/17/2021	Jam City, Inc.
PANDA POP	TMAI100191	5/17/2021	Jam City, Inc.
VINEYARD VALLEY	TMAI100378 (IR 1488992)	5/19/2021	Jam City, Inc.
LOVELINK	N/A 2046458 (App No)	N/A 8/19/2020 (App Date)	JCMO Studios, LLC
LUDIA	TMA866765	12/6/2013	JCMO Studios, LLC

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RECORDED: 11/15/2022