

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jam City, Inc.		02/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6844454	SOLITAIRE SHOWTIME	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
Phone:	3128622272		
Email:	carrie.rosenberg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis LLP		
Address Line 2:	300 N. LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11553-104		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	02/09/2023		
Total Attachments: 5			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 8, 2023 is made by Jam City, Inc., a Delaware corporation, located at 3562 Eastham Drive, Culver City, CA 90232 (the "Obligor"), in favor of FORTRESS CREDIT CORP., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 27, 2021 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), among Jam City, Inc., a Delaware corporation ("Borrower"), the Lenders party thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Security Agreement, dated as of September 7, 2021, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and WHEREAS, 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The 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 Lenders 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 the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit 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.

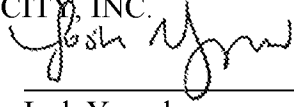
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(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.

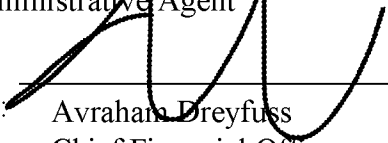
By



Name: Josh Yguado
Title: CEO

FORTRESS CREDIT CORP.,
as Administrative Agent

By

Name:  _____
Title: Chief Financial Officer

Schedule A

U.S. Trademark Registrations and Applications

Mark	Serial No./ Reg. No.	App. Date / Reg. Date	Obligor
SOLITAIRE SHOWTIME	90888015 / 6844454	8/17/2021 / 9/13/2022	Jam City, Inc.

Foreign Trademark Registrations and Applications

Mark	Jurisdiction	App. No. / Reg. No.	App. Date / Reg. Date	Obligor
PANDA POP	Argentina	4055674	9/22/2021	Jam City, Inc.
PANDA POP	Argentina	4055675	9/22/2021	Jam City, Inc.