

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement at Reel/Frame No. 7215/0660		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East West Bank		07/12/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Scopely, Inc.		
Street Address:	3530 Hayden Avenue, Suite A		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6531297	S	
Registration Number:	6406908	S	
Registration Number:	4533621	SCOPELY	
Registration Number:	6375728	GENJOY	
Registration Number:	4925561	SEIZE THE PLAY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	071509-0012		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/RHONDA DELEON/		
DATE SIGNED:	07/12/2023		
Total Attachments: 6			

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of July 12, 2023, is executed by **EAST WEST BANK**, as administrative agent (in such capacity, together with its successors and assigns, the "Secured Party"), and in favor of **SCOPELY, INC., a Delaware corporation** ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. The Intellectual Property Security Agreement, dated as of March 9, 2021, executed by Grantor (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, including by that certain Amended and Restated Intellectual Property Security Agreement dated as of December 10, 2021, the "Intellectual Property Security Agreement"), was entered into in conjunction with that certain Amended and Restated Pledge and Security Agreement, dated as of December 10, 2021, by and among Secured Party, Grantor and the other grantors party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Security Agreement) (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, the "Intellectual Property").

B. Pursuant to the Intellectual Property Security Agreement, Grantor pledged and granted to the Secured Party for the benefit of the lenders a security interest in all of Grantor's right, title and interest in, to and under all of the IP Collateral (as defined below).

C. The Intellectual Property Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on March 9, 2021, at Reel/Frame 7215/0660, to evidence the security interest granted under the Intellectual Property Security Agreement.

D. Secured Party agrees to discharge fully, terminate and release all liens and its security interest in the Intellectual Property specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) Intellectual Property Security Agreement and (b) with respect to the Intellectual Property, the Security Agreement, are hereby terminated and released and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, fully discharges and releases the security interest pledged and granted by Grantor to the Secured Party in any and all right, title and interest of Grantor in, to and under any and all of the following (the "IP Collateral") (including, without limitation, all of the Intellectual Property), and including, without limitation, all proceed thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement or Security Agreement:

(a) all copyrights and all mask works, database and design rights, whether or not registered or published, all registration and recordings thereof and all applications in connection herewith, in each case whether then owned by Grantor or thereafter acquired and whether then existing or thereafter coming into existence, including

without limitation those listed on **Exhibit A**, including the inventions and improvements described and claimed therein together with all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof, and all income, royalties, proceeds and Liabilities (as defined in the Security Agreement) at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or inequity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and in each case, all rights to obtain any other rights corresponding thereto throughout the world; and

(b) all patents and patent applications, in each case whether then owned by Grantor or thereafter acquired and whether then existing or thereafter coming into existence, including without limitation those listed on **Exhibit B**, including the inventions and improvements described and claimed therein together with all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof, and all income, royalties, proceeds and Liabilities (as defined in the Security Agreement) at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or inequity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and in each case, all rights to obtain any other rights corresponding thereto throughout the world;

(c) all of the trademarks, whether then owned or at any time thereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Exhibit C**, including the inventions and improvements described and claimed therein together with all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof, and all income, royalties, proceeds and Liabilities (as defined in the Security Agreement) at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, and including all rights to sue or recover at law or inequity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, in each case, all rights to obtain any other rights corresponding thereto throughout the world, all rights, title and interests arising thereunder in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, and all registrations and recordations thereof and all applications and pending applications associated therewith; and

(d) all proceeds thereof (such as by way of example but without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuation-in-part thereof.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office, and the United States Copyright Office, at the Grantor's sole cost and expense.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and instruments and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

6. This Termination and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of California, but giving effect to federal laws applicable to national banks.

[signature on following page]

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

EAST WEST BANK, as administrative agent

By: 

Name: Benjamin Daykhovsky

Title: First Vice President

[Signature Page to Termination and Release of Intellectually Property Security Agreement]

DMS 26667224

TRADEMARK
REEL: 008131 FRAME: 0160

EXHIBIT A
COPYRIGHTS

<u>Copyright Title</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Star Trek Fleet Command Code	TXu002256628	5/18/2021

EXHIBIT B
PATENTS

NONE

EXHIBIT C
TRADEMARKS

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
"S" Logo	88/472139	6/13/2019	6531297	10/19/2021
"S" Logo	88/979646	6/13/2019	6406908	07/06/2021
Scopely (US)	86/089526	10/11/2013	4533621	05/20/2014
GENJOY (US)	88/767137	1/21/2020	6375728	06/08/2021
Seize the Play (US)	86/615541	04/30/2015	4925561	03/29/2016