

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM823926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Trademark Security Agreement at Reel/Frame No. 6940/0569		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
East West Bank		07/12/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scopely, Inc.		
<b>Street Address:</b>	3530 Hayden Avenue, Suite A		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Aftershock LA Studios, Inc.		
<b>Street Address:</b>	3505 Hayden Ave.		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4878593	SPIRIT LORDS	
<b>Registration Number:</b>	4634001	THIS MEANS WAR!	
<b>Serial Number:</b>	88476529	DIRECTED-BY-CONSUMER	
<b>Registration Number:</b>	6531297	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		

OP \$115.00 4878593

<b>ATTORNEY DOCKET NUMBER:</b>	071509-0012
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/RHONDA DELEON/
<b>DATE SIGNED:</b>	07/12/2023

**Total Attachments: 6**

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TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark 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, and AFTERSHOCK LA STUDIOS, INC., a Delaware corporation** (hereinafter, collectively, "Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (defined below).

RECITALS

A. The Trademark Security Agreement, dated as of April 6, 2020, executed by Grantor (the "Trademark Security Agreement") was entered into in conjunction in that certain Amended and Restated Loan and Security Agreement dated as of March 7, 2019, by and between Grantor and Secured Party (including all annexes, exhibits or schedules thereto, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

B. Pursuant to the Trademark Security Agreement, Grantor pledged and granted to the Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under all of the Trademark Collateral (as defined below).

C. The Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on May 15, 2020, at Reel/Frame 6940/0569, to evidence the security interest granted under the Trademark Security Agreement.

D. Secured Party agrees to discharge fully, terminate and release all liens and its continuing first priority security interest in the Trademark Collateral 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. Trademark Security Agreement is 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; whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and all renewals or extensions of the foregoing, including, without limitation, those referred to on **Exhibit A** hereto, and all renewals or extensions of any of the foregoing;

(b) all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any trademark or trademark registration, including without limitation, those referred to on **Exhibit A** hereto; and

(c) all proceeds of the foregoing, including, 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 renewals 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 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.

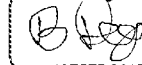
*[signature on following page]*

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

DocuSigned by:



By:

16E5FDC615044E4

Name: Benjamin Daykhovsky

Title: First Vice President

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

DMS 26667224

**TRADEMARK**  
**REEL: 008131 FRAME: 0223**

EXHIBIT A

U.S. TRADEMARKS

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
SPIRIT LORDS	88/499928	01/09/2015	4878593	12/29/2015
THIS MEANS WAR! <sup>1</sup>	86/105197	10/30/2013	4634001	11/04/2014
DIRECTED-BY- CONSUMER <sup>2</sup>	88/476529	01/17/2019		
S	88/472139	06/13/2019	6531297	10/19/2021

FOREIGN TRADEMARK REGISTRATIONS

1. **THIS MEANS WAR!**

Serial No. 81-349,342  
Registration No. 1,527,577  
Class: 41

2. **THIS MEANS WAR!**

Serial No. 81-349,340  
Registration No. 1,528,896  
Class: 9

3. **THIS MEANS WAR!**

Serial No. 81-348,791  
Registration No. 1,0  
01,651  
Class: 9, 41

4. **THIS MEANS WAR!**

Serial No. 81-348,789  
Registration No. 1,209,393  
Class: 9, 41

5. **THIS MEANS WAR!**

Serial No. 81-348,787  
Registration No. TMA956663  
Class: 9, 41

6. **THIS MEANS WAR!**

Serial No. 81-348,785  
Registration No. 1,634,916  
Class: 9, 41

7. **SPIRIT STORM (in Japanese Kanji)**

Serial No. 81-346,314  
Registration No. 5,708,914  
Class: 9, 41

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<sup>1</sup> NTD: Cancelled

<sup>2</sup> NTD: Abandoned

**8. FUREUR DES ESPRITS**

Serial No. 81-345,863

Registration No. 4,095,712

Class: 9, 41

**9. BATALHA DOS ESPIRITOS**

Serial No. 81-345,861

Registration No. 907,8528,653

Class: 41

**10. BATALHA DOES ESPIRITOS**

Serial No. 81-345,859

Registration No. 907,852,599

Class: 9

**11. SENHORES DOS ESPIRITOS**

Serial No. 81-345,857

Class: 41

**12. SENHORES DOS ESPIRITOS**

Serial No. 81-345,855

Class: 9

**13. STRUM DER SEELEN**

Serial No. 81-345,853

Registration No. 302,014,049,049

Class: 9, 41

**14. ESPIRITUS GUARDIANES**

Serial No. 81-345,851

Registration No. 3,514,217

Class: 9

**15. SPIRITI DI GUERRA**

Serial No. 81-345,849

Registration No. 1,632,001

Class: 9, 41

**16. SPIRIT STORM (in Japanese Katakana)**

Serial No. 81-345,845

Registration No. 5,723,866

Class: 9, 41

**17. SPIRIT STORM**

Serial No. 81-345,843

Registration No. 12,721,429

Class: 9, 38, 41

**18. SPIRIT LORDS**

Serial No. 81-345,839

Registration No. 13,633,938

Class: 9, 38, 41

**19. SPIRIT LORDS**

Serial No. 81-345,837

Registration No. 16,771,478

*Exhibit C*

Class: 41

**20. SPIRIT LORDS**

Serial No. 81-345,835

Registration No. 16,771,479

Class: 9

**21. SPIRIT LORDS**

Serial No. 81-345,833

Registration No. 5,789,952

Class: 9, 41

**22. SPIRIT LORDS**

Serial No. 81-345,831

Registration No. 4,500,617,440,000

Class: 9, 41

**23. SHENG LING FENG BAO (SPIRIT STORM in traditional Chinese)**

Serial No. 81-345,825

Registration No. 14,594,279

Class: 9

**24. SHENG LING FENG BAO (SPIRIT STORM in traditional Chinese)**

Serial No. 81-345,823

Registration No. 14,594,278

Class: 41

**25. SHENG LING FENG BAO (SPIRIT STORM in traditional Chinese)**

Serial No. 81-345,821

Registration No. 14,594,274

Class: 9

**26. SHENG LING FENG BAO (SPIRIT STORM in traditional Chinese)**

Serial No. 81-345,819

Registration No. 14,594,273

Class: 41

**27. SPIRIT LORDS (in Cyrillic)**

Serial No. 81-345,817

Registration No. 567,390

Class: 9, 41

**TRADEMARK LICENSES**

None.

*Exhibit C*

ACTIVE/123835344.3

**RECORDED: 07/12/2023**

**TRADEMARK  
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