

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLIND SQUIRREL GAMES, INC.		11/25/2022	Corporation: DELAWARE
BLIND SQUIRREL ENTERTAINMENT, INC.		11/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97767972	TELL BIG TAILS	
Serial Number:	97868212		
Serial Number:	97868201		
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/02/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 25, 2022 by and among BLIND SQUIRREL GAMES, INC., a Delaware corporation (“**BSG**”), BLIND SQUIRREL ENTERTAINMENT, INC., a Delaware corporation (“**BSE**”) and AVIDBANK, a California corporation (“**Bank**”). BSG and BSE are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Fusion Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits); provided, however, that the Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, (i) any intent-to-use trademark applications at all times prior to the first use thereof, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use, such intent-to-use trademark application shall be considered Collateral. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

Upon the payment in full of all Obligations secured hereby and the termination of the Loan Agreement, the security interest granted herein shall terminate and all rights to the property in which a security interest is granted hereunder shall revert to the Grantors. Upon any such termination, Bank will execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination, at Grantors’ expense.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.


Address of Grantors:

7545 Irvine Center Drive, Suite 150
Irvine, CA 92618
Attn: Bradford Hendricks, CEO

BLIND SQUIRREL GAMES, INC.

By: 
Name: Steven L. Sardagna
Title: COO & CFO

BLIND SQUIRREL ENTERTAINMENT, INC.

By: 
Name: Steven L. Sardagna
Title: COO & CFO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Bank:

AVIDBANK

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson


By: 
Name: DIANA MATTSON
Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B



Patents

Please Check Box if No Patents Exist

Name of Owner	Title	Application Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
BSG	BLIND SQUIRREL	87631657	5639188	12/25/18
BSG	BLIND SQUIRREL	87631652	5723132	4/9/19
BSG	BLIND SQUIRREL GAMES	85613718	4267758	1/1/13
BSE	DRIFTERS LOOT THE GALAXY	88330272	6185892	10/27/20
BSE	BLIND SQUIRREL PUBLISHING	90189525	6828464	8/23/22
BSE	BLIND SQUIRREL PUBLISHING	90975961	6648516	2/15/22
BSE	BLIND SQUIRREL ENGINE	90739416	6829283	8/23/22
BSE	XERUS ENGINE	90252340		10/13/20
BSE	ACORN ENGINE	90033975	N/A	*
BSE	DRIFTERS	88325041	N/A	*
BSG	TELL BIG TAILS	97767972		1/25/23
BSG		97868212		3/31/23
BSG		97868201		3/31/23

* — indicates dead, abandoned or cancelled trademark