

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skybound Holdings LLC		08/03/2023	Limited Liability Company: DELAWARE
Skybound, LLC		08/03/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	9378 Wilshire Blvd., Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4860653	SUPERFIGHT	
Registration Number:	5570894	THIEF OF THIEVES	
Registration Number:	4430107	THIEF OF THIEVES	
Registration Number:	6009611	TRIAL BY TROLLEY	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2088697		
NAME OF SUBMITTER:	Arman Sharif		
SIGNATURE:	/Arman Sharif/		

OP \$115.00 4860653

DATE SIGNED:

08/07/2023

Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of August 3, 2023

WHEREAS, Skybound Holdings LLC and Skybound, LLC (the “Borrowers”) and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the “Guarantors”; and together with the Borrowers, collectively, the “Grantors”, and individually, each a “Grantor”) now own or hold and may hereafter adopt, acquire or hold Trademarks (as defined in the Credit Agreement defined below) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired by any Grantor;

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of August 3, 2023 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement) among the Borrowers, as borrowers, the Guarantors and East West Bank (the “Lender”), the Lender has agreed to make Loans to the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Lender a security interest in and to all personal property of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under all of such Grantor’s Trademarks and Trademark Licenses (as defined below), including, without limitation, those Trademark Licenses listed on Schedule B hereto, whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of any Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (in the case of the Borrowers) or its obligations under and in connection with its guaranty of the Obligations (in the case of each Guarantor); and

WHEREAS, the Lender and each Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith; and

WHEREAS, the Borrower, the Guarantors and the Lender are parties to that certain Trademark Security Agreement dated as of September 25, 2020 and recorded by the United States Patent and Trademark Office (the “USPTO”) on October 32, 2020 at Reel 7081 Frame 0983 (as may have been further amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Original Trademark Security Agreement”) and are executing this Amended and Restated Trademark Security Agreement to amend and restate and replace in its entirety the Original Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Lender, as security for the Obligations (in the case of the Borrowers) or its obligations under and in connection with its guaranty of the Obligations (in the case of each Guarantor), a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following (all of the following items (a) through (e) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of any Grantor:

(a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark referred to in Schedule A annexed hereto;

(b) each agreement, whether written or oral, now or hereafter in effect, providing for the grant by or to any Grantor of any right to use any Trademark referenced in clause (a) above (each, a "Trademark License"), including, without limitation, each Trademark License referred to in Schedule B annexed hereto;

(c) all right to trademark and all rights to renew or extend any Trademarks referenced in clause (a) above;

(d) subject to the terms of the Credit Agreement, all right (but not obligation) to sue in the name of any Grantor or in the name of the Lender for past, present and future infringements of any Trademark; and

(e) all products and proceeds of, and income, royalties, damages, payments, accounts and accounts receivable at any time due and/or payable or asserted under or with respect to, any of the foregoing, including, without limitation, all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, misappropriation, violation, misuse, breach, default or other impairment of any Trademark or any Trademark License referenced in clause (a) or clause (b) above, or for injury to goodwill associated with any Trademark referenced in clause (a) above.

Each Grantor agrees that, if any Person shall do or perform any act which the Lender believes constitutes an infringement of any Trademark, or violates or infringes any right therein of any Grantor, the Lender, or if any Person shall do or perform any act which the Lender reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantors (or if an Event of Default is at the time continuing, then without notice), the Lender may and shall have the right to take such steps and institute such suits or proceedings as the Lender may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Lender may take such steps or institute such suits or proceedings in its own name or in the name of any Grantor or in the names of the parties jointly. The Lender hereby agrees to give the Grantors notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and each Grantor agrees to assist the Lender with any steps taken, or

any suits or proceedings instituted by the Lender pursuant to this paragraph at the Grantors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Each Grantor and the Lender hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement (including, without limitation, the provisions related to the exercise of remedies by the Lender), the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as the Commitment under the Credit Agreement has terminated and all Obligations have been indefeasibly paid in full and performed, the Lender shall execute and deliver to the Grantors, at the Grantors' request and sole expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or advisable to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Credit Agreement and the other Fundamental Documents, a Grantor may use its Trademark Collateral in any lawful manner except as otherwise provided in the Credit Agreement or the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 12.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Lender (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Lender, and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

The parties hereto hereby acknowledge and agree that (a) this Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement that is being entered into in connection with an amendment and restatement of the Existing Credit Agreement on or about the date hereof, (b) the amendment and restatement of the Existing Credit Agreement does not constitute a novation or termination of the underlying obligations secured by this Amended and Restated Trademark Security Agreement and (c) the Original Trademark Security Agreement and all security interests previously created and/or perfected by or under the Original Trademark Security Agreement (including any supplements thereto) are in all respects continuing, including with respect to the timing of filing, notwithstanding the amendment and restatement of the Credit Agreement or the Original Trademark Security Agreement.



[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

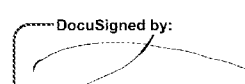

GRANTORS:

BORROWERS:

SKYBOUND HOLDINGS LLC

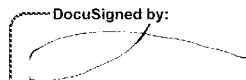

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

SKYBOUND, LLC

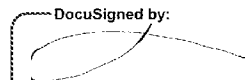

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

GUARANTORS:

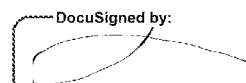

SKYBOUND GAME STUDIOS, INC.

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

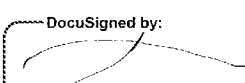

THIS IS JOJO LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary



DARK STORIES, LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary



HOWYAKNOW, LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

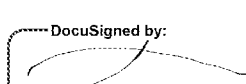

VILTRUMITE PANTS, LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary



BUMBIO LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

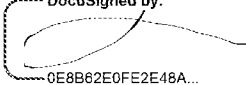
ITCHY WATER, LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

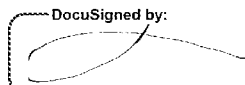
EL EL SEE, LLC

By:  
Name: David Alpert
Title: Chief Executive Officer and Secretary

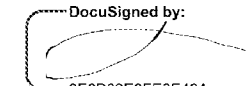
SKYBOUND INTERACTIVE, LLC

DocuSigned by:

By: _____
Name: David Alpert
Title: Chief Executive Officer and Secretary

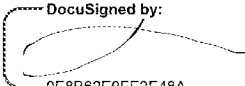
SHOE LEATHER DIGITAL, INC.

DocuSigned by:

By: _____
Name: David Alpert
Title: Chief Executive Officer and Secretary

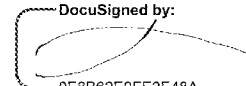
TEA HOT LLC

DocuSigned by:

By: _____
Name: David Alpert
Title: Chief Executive Officer and Secretary

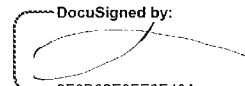
BLAH BLAH BOYS, LLC

DocuSigned by:

By: _____
Name: David Alpert
Title: Chief Executive Officer and Secretary

BOATY BOAT BOAT, LLC

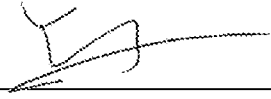
DocuSigned by:

By: _____
Name: David Alpert
Title: Chief Executive Officer and Secretary

FAKATA STUDIOS, INC.

DocuSigned by:

By: _____
Name: David Alpert
Title: Chief Executive Officer and Secretary

Accepted:

EAST WEST BANK

By:  _____

Name: Yang Song

Title: First Vice President

Schedule A
to Amended and Restated Trademark Security Agreement

TRADEMARKS

Trademarks	Name of Applicant/Registrant and Current Owner of Record	Jurisdiction	Application or Registration Number	Status of Application or Registration
SUPERFIGHT	Skybound, LLC	United States	4860653	Registered
THIEF OF THIEVES	Skybound, LLC	United States	5570894	Registered
THIEF OF THIEVES	Skybound, LLC	United States	4430107	Registered
TRIAL BY TROLLEY	Skybound, LLC	United States	6009611	Registered

Schedule B
to Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES

All of Skybound, LLC's right, title and interest in the Trademarks subject to the Amended and Restated Master License Agreement dated November 4, 2019, but effective as of August 30, 2019, between Robert Kirkman, LLC and Skybound, LLC, as amended.