

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830597

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900791154		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiritual Gangster Holdings, Inc.		08/04/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	La Jolla Interactive, Inc.		
Street Address:	14350 Myford Road		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6138203		
Registration Number:	5416821	SPIRITUAL GANGSTER	
Registration Number:	5944214	SPIRITUAL GANGSTER	
Registration Number:	6301976	SPIRITUAL GANGSTER	
Registration Number:	6866684		
Serial Number:	77483826	SPIRITUAL GANGSTER	
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:	7609428505		
Email:	seyamack@coastlaw.com		
Correspondent Name:	Coast Law Group LLP		
Address Line 1:	1140 s. Coast Highway 101		
Address Line 4:	Encinitas, CALIFORNIA 92024		
NAME OF SUBMITTER:	Nathalia M.F. Bier		
SIGNATURE:	/nmbier/		
DATE SIGNED:	08/09/2023		

Total Attachments: 6

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of August 4, 2023 (as amended, supplemented, or otherwise modified from time to time in accordance with the provisions hereof, this “**Agreement**”), is made by and between **SPIRITUAL GANGSTER HOLDINGS, INC.**, an Arizona corporation (“**Grantor**”), in favor of **LA JOLLA INTERACTIVE, INC.**, a California corporation (“**Secured Party**”).

Recitals

A. On the date hereof, Grantor has entered into that certain Secured Promissory Note (“**Note**”) with Secured Party, pursuant to which Secured Party has agreed to a payment plan, as provided in the Note.

B. Under the terms of this Agreement, Grantor desires to grant to Secured Party a security interest in the Collateral, as defined herein, to secure the Secured Obligations, as defined herein.

Agreement

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used herein without definitions shall have their respective meanings set forth in the Note. Unless otherwise defined herein, terms used herein that are defined in the Uniform Commercial Code as in effect from time to time in the State of California (the “**UCC**”) shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

2. **Grant; Priority and Collateral.** For value received, Grantor hereby grants to Secured Party, to secure the payment and performance in full of all of the Secured Obligations (as defined in Section 3 of this Agreement), a first priority lien security interest in, and pledges and assigns to Secured Party, the following properties, assets, and rights of Grantor (collectively the “**Collateral**”): all of Grantor’s registered and unregistered trademarks and copyrights, including but not limited to the registered trademarks set forth on Schedule A, attached hereto, together with all of Grantor’s associated good will and moral rights in all of Grantor’s registered and unregistered trademarks and copyrights.

3. **Secured Obligations.** This Agreement secures the prompt and full performance and payment of \$1,207,151.39, plus interest thereon, which is owed Secured Party in connection with the Note, which amount will be subsequently reduced, based on payments made Grantor, as reflected in the Note, (hereinafter, the “**Secured Obligations**”).

4. **Changes in Grantor.** Grantor hereby agrees to notify Secured Party, in writing or via electronic communication, at least thirty (30) days before any of the following actions:

(a) change in the location of Grantor's principle place of business; (b) change in Grantor's company or entity name; (c) change in Grantor's type of organization; and (d) change in Grantor's jurisdiction of organization; and (e) change in the Grantor's corporate structure.

5. **Transfer of Collateral**. Grantor shall not sell, offer to sell, assign, lease, license, or otherwise transfer, or grant, create, permit, or suffer to exist any option, security interest, lien, license, or other encumbrance in, any part of the Collateral without the prior written consent of Secured Party.

6. **Grantor Representations and Warranties**. Grantor hereby represents, warrants, and covenants to Secured Party that:

(a) **Marketable Title**. Grantor owns or has good and marketable title to the Collateral and no other person or organization, can make any claim of ownership or right of any kind on or to the Collateral;

(b) **Commercial Purposes**. The Secured Obligations are incurred only for, and the Collateral is to be used only for, commercial purposes and not for personal, family, household, or farming purposes;

(c) **Power and Authority**. Grantor has the full power, authority and legal right to grant the security interest in the Collateral to Secured Party;

(d) **Free from Liens and Licenses**. The Collateral is free and clear from any and all claims, encumbrances, rights of setoff, licenses, and/or any other security interests and/or liens of any kind.

7. **Grantor Covenants**.

(a) **Waiver**. Grantor hereby waives presentment, demand, notice of dishonor, protest and notice of protest, and all other related notices.

(b) **Covenants**. Grantor agrees to maintain the Collateral in good order, free and clear from any and all claims, encumbrances, rights of setoff, licenses, and/or any other security interest and/or liens of any kind;

8. **Perfection of Security Interest**. Grantor agrees that at any time and from time to time, at the expense of the Grantor, Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral. The Grantor hereby authorizes the Secured Party to file or record any document necessary to perfect, continue, amend, or terminate its security interest in the Collateral, including, but not limited to, any financing statements, including amendments, authorized to be filed under the UCC, without signature of the Grantor where permitted by law; and any and all documents required by Secured Party to be filed with the United States Patent and Trademark Office.

9. **Power of Attorney.** The Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time during the continuance of an Event of Default in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

10. **Remedies.** If an Event of Default shall have occurred and be continuing, the Secured Party may do any or all of the following: (a) declare all Secured Obligations immediately due and payable; , (a) sell, license, or otherwise dispose of the Collateral at any public or private sale in accordance with the law; and (b) enforce payment of the Secured Obligations and exercise any rights and remedies available to Secured Party under law, including, but not limited to, those rights and remedies available to Secured Party under Article 9 of the UCC. Any monies received in excess of the Secured Obligation, together with interest thereon at the Default Rate, and all costs and fees incurred by Secured Party related to or arising in in connection with this Agreement and/or the Note, shall thereafter be promptly delivered to the Grantor.

11. **Secured Party Rights.** Any and all rights of Secured Party provided by this Agreement are in addition to any and all rights available to Secured Party by law, and shall be cumulative and may be exercised simultaneously. No delay, omission, or failure on the part of Secured Party to exercise or enforce any of its rights or remedies, either granted under this Agreement or by law, shall constitute an estoppel or waiver of such right or remedy or any other right or remedy. Any and all rights of Secured Party provided by this Agreement shall inure to the benefit of its successors and assigns.

12. **Severability and Modification.** If any of the provisions in this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the other provisions in this Agreement. No waiver, modification or amendment of, or any other change to, this Agreement will be effective unless done so in a separate writing signed by Secured Party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement, including, without limitation, notices under Section 4 of this Agreement, shall be given and shall become effective in accordance with the terms of the Note.

14. **Entire Agreement.** This Agreement (including all documents referred to herein) and the Note, represent the entire agreement between Grantor and Secured Party regarding the Note, and supersede all previous understandings and agreements between Grantor and Secured Party, whether oral or written, regarding the subject matter hereof.

15. **Jurisdiction.** This Agreement will be interpreted and construed according to the laws of the State of California, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction. Any dispute related hereto shall be brought before the federal and/or state courts located in Orange County, California.

16. **Execution.** This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (“UETA”) and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

IN WITNESS WHEREOF, the undersigned Grantor and Secured Party have executed this Security Agreement as of the date first above written.

GRANTOR:

SPIRITUAL GANGSTER HOLDINGS, INC.



DocuSigned by:
By: Kari Johnson
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Kari Johnson, CEO

SECURED PARTY:

LA JOLLA INTERACTIVE, INC.

DocuSigned by:
By: Michael Pratt
4E3E5B3E69FE496...)

SCHEDULE A
REGISTERED TRADEMARKS

Mark	Logo	Jurisdiction	Reg. No.
Spiritual Gangster		Costa Rica	257878
SPIRITUAL GANGSTER		USA	5416821
SPIRITUAL GANGSTER		European Union	010510139
SPIRITUAL GANGSTER		USA	5944214
SPIRITUAL GANGSTER		USA	6301976
SPIRITUAL GANGSTER		Mexico	2347745
No Verbal Elements		USA	6138203
No Verbal Elements		USA	6866684
SPIRITUAL GANGSTER		China	1302347

Schedule A-1

SPIRITUAL GANGSTER	Australia	1669062
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SPIRITUAL GANGSTER	Canada	TMA940426
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SPIRITUAL GANGSTER	Japan	5650617
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SPIRITUAL GANGSTER	USA	77483826
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SPIRITUAL GANGSTER	India	1529319
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Schedule A-2

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RECORDED: 08/04/2023

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