TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM849199

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE ESCAPE GAME, LLC		10/26/2023	Limited Liability Company: TENNESSEE
THE ESCAPE GAME ALEXANDRIA, LLC		10/26/2023	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	10 South Dearborn, Floor 04	
Internal Address:	Attention: Loan and Agency Servicing	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603-5506	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Serial Number:	97212754	TEAM BUILDING HUB	
Serial Number:	97688746	THE ESCAPE GAME	
Serial Number:	88232921		
Serial Number:	88024383	TEG STUDIOS	
Serial Number:	88232907	THE ESCAPE GAME 60-MINUTE ADVENTURES	
Serial Number:	88024747	TEG	
Serial Number:	88518867	ESCAPE FROM IRON GATE	
Serial Number:	87503943	ESCAPE ROOM LIVE	
Serial Number:	87513033	ESCAPE ROOM LIVE	
Serial Number:	86604694		
Serial Number:	86282305	THE ESCAPE GAME	
Serial Number:	97509985	GREAT BIG GAME SHOW	
Serial Number:	97496897	GREAT BIG GAME SHOW	

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

REEL: 008240 FRAME: 0583 900809887

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.

Phone: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	23743933
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	10/27/2023

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of October 26, 2023 by and from THE ESCAPE GAME, LLC, a Tennessee limited liability company and THE ESCAPE GAME ALEXANDRIA, LLC, a Virginia limited liability company (each, a "Grantor" and together, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantors, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantors, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.
- (b) Except for "intent to use" applications, each Grantor hereby grants to Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition

regarding the same. Upon the acceptance of a statement of use for "intent to use" applications for Trademarks owned by any Grantor, the security interest set forth herein shall attach immediately with respect to such applications.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

THE ESCAPE GAME, LLC

Name: Jonathan Canarick Title: Vice President

THE ESCAPE GAME ALEXANDRIA, LLC

By:

Name: Jonathan Canarick Title: Vice President

Signature Page for Grant of Security Interest in United States Trademarks

GRANTEE:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent for the Secured Parties

By:

Name: Brandon Abney Title: Authorized Officer

Signature Page for Grant of Security Interest in Utilted States Trademarks

TRADEMARK

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Application No.	Registration No.	Trademark	Owner of Record
97212754	7109227	TEAM BUILDING	The Escape Game,
		HUB	LLC
97688746	N/A	THE ESCAPE GAME	The Escape Game,
			LLC
88232921	6034800	[maze and lock design]	The Escape Game,
			LLC
88024383	5909391	TEG STUDIOS	The Escape Game,
			LLC
88232907	5998114	THE ESCAPE GAME	The Escape Game,
		60-MINUTE	LLC
		ADVENTURES	
88024747	5991930	TEG	The Escape Game,
			LLC
88518867	5972885	ESCAPE FROM IRON	The Escape Game,
		GATE	LLC
87503943	5461002	ESCAPE ROOM LIVE	THE ESCAPE GAME
			ALEXANDRIA, LLC
87513033	5517015	ESCAPE ROOM LIVE	THE ESCAPE GAME
			ALEXANDRIA, LLC
86604694	4999579	[silhouette gear design]	THE ESCAPE GAME
			ALEXANDRIA, LLC
86282305	4702769	THE ESCAPE GAME	The Escape Game,
			LLC
97509985	N/A	GREAT BIG GAME	The Escape Game,
		SHOW stylized/design	LLC
97496897	N/A	GREAT BIG GAME	The Escape Game,
		SHOW	LLC

RECORDED: 10/27/2023