

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Player One Amusement Group Inc.		02/01/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Kayne Anderson Private Credit, LLC		
Street Address:	477 Madison Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5692197	P	
Registration Number:	5692196	PLAYER ONE AMUSEMENT GROUP	
CORRESPONDENCE DATA			
Fax Number:	6175025002		
<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:	6172485000		
Email:	PatentDocket@choate.com		
Correspondent Name:	Charles E. Lyon		
Address Line 1:	Choate, Hall & Stewart LLP - Patent Docket		
Address Line 2:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	CAROLINE LAWLOR		
SIGNATURE:	CAROLINE LAWLOR		
DATE SIGNED:	02/05/2024		
Total Attachments: 4			
source=Kayne - Player One Amusement - Pixel - Assignment for Security - Trademarks#page1.tif			
source=Kayne - Player One Amusement - Pixel - Assignment for Security - Trademarks#page2.tif			
source=Kayne - Player One Amusement - Pixel - Assignment for Security - Trademarks#page3.tif			

OP \$65.00.00 5692197

ASSIGNMENT FOR SECURITY

TRADEMARKS

DATED: February 1st, 2024

WHEREAS, Player One Amusement Group Inc. (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the Canadian Intellectual Property Office or the United States Patent and Trademark Office, as applicable (the “Trademarks”);

WHEREAS, the Assignor, has entered into a Canadian Security Agreement, dated February 1st, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement), in favour of Kayne Anderson Private Credit, LLC, in its capacity as Administrative Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the “Assignee”);

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the Goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising prior to or after the date hereof for infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations, and in the event any provisions in this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. For the avoidance of doubt, no Excluded Asset shall be included in the Collateral.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the Collateral, all or such applicable portion of the Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Assignee and each Assignor hereunder shall automatically

terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Assignors. At the request of any Assignor following any such termination, Assignee shall promptly execute and deliver to such Assignor such documents as such Assignor reasonably requests to evidence such termination.

THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

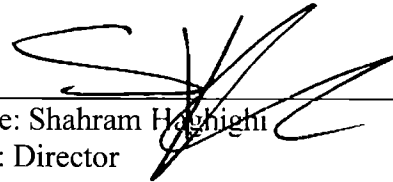
ASSIGNOR:

PLAYER ONE AMUSEMENT GROUP INC.

By: _____

Name: Shahram Haghghi

Title: Director

A handwritten signature in black ink, appearing to be 'SHAHRAM HAGHGI', written over a horizontal line. The signature is stylized and somewhat cursive.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Mark	Application Number	Registration Number	Jurisdiction	Current Owner
	87/205,244	5,692,197	U.S.	Player One Amusement Group Inc.
PLAYER ONE AMUSEMENT GROUP	87/205,240	5,692,196	U.S.	Player One Amusement Group Inc.
Circle P design 	1799665	TMA1011328	Canada	Player One Amusement Group Inc.
PLAYER ONE AMUSEMENT GROUP	1799104	TMA1011330	Canada	Player One Amusement Group Inc.
MOVIE MAGIC	1584669	TMA846637	Canada	Player One Amusement Group Inc.
STARBURST	1561732	TMA855768	Canada	Player One Amusement Group Inc.
PLAYSCAPE	1146770	TMA707182	Canada	Player One Amusement Group Inc.