

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNK America, Inc.		03/28/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1361434	SNK	
CORRESPONDENCE DATA			
Fax Number:	3109563154		
<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:	310.315.8239		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Raisa J. Garvin, McGuireWoods LLP		
Address Line 1:	1800 Century Park East		
Address Line 2:	8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067-1501		
ATTORNEY DOCKET NUMBER:	2068279-5030		
NAME OF SUBMITTER:	Raisa J. Garvin		
SIGNATURE:	/Raisa J. Garvin/		
DATE SIGNED:	04/05/2016		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 28, 2016, by SNK AMERICA, INC., an Illinois corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof between Grantor, as borrower, and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement), Lender has agreed to make the Loans and to incur LC Obligations for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans and to incur LC Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor executes and delivers to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) As used herein, the following terms shall have the meaning set for below:

"Trademark License" means any written agreement, in which the Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether the Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which the Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by the Grantor and now or hereafter covered by such license agreements.

"Trademarks" means any of the following in which the Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"), (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with

the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS.

(a) Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantor or Lender in, any material Trademark Collateral, Grantor shall (i) use commercially reasonable efforts to prosecute any Trademark pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Trademark or Trademark License, which is (a) set forth in **Schedule I** or (b) individually or in the aggregate, material to the conduct of the Grantor's business, with the United States Patent and Trademark Office, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Patent and Trademark Office requests and inquiries. Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantor or Lender in, any material

Trademark Collateral, Grantor also agrees to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantor. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Except as would not have an adverse effect on the value or enforceability of, or any rights of the Grantor or Lender in, any material Trademark Collateral, no Grantor shall, without Lender's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Trademark listed in **Schedule I** or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in **Schedule I**. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to Lender under this Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If the Grantor fails to comply with any of the foregoing provisions of this **Section 4(a)**, Lender shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees to reimburse Lender in full for all expenses, including the fees and disbursements of counsel incurred by Lender in procuring, protecting, defending and maintaining the Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Agreement, Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of Grantor repayable on demand, together with interest from the date incurred until paid in full, at the Default Rate applicable to Base Rate Revolver Loans.

(b) Grantor shall promptly advise Lender of any right, title or interest of the Grantor obtained after the date hereof in or to any material copyright, patent, trademark or license not specified on Schedule I hereto, the provisions of Section 2 above shall automatically apply thereto, and Grantor hereby authorizes and appoints Lender as the Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and to make any additional filings. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule I to include any future Trademarks or Trademark Licenses that are Trademark Collateral under **Section 2** above. Lender will make good faith efforts to provide copies of such amended **Schedule I** to Grantor, provided, that, Lender's failure to provide such copies shall not constitute a breach of this Agreement nor render such amendments ineffective. In addition to any requirements in this Agreement for notification, Grantor shall also provide Lender with quarterly reports that identify the status of the Trademark Collateral, any new Trademarks and/or Trademark Licenses, any newly filed applications, the status of any pending applications, the payment of any maintenance or renewal fees, the status of litigation or proceedings and licensing, any threats of litigation or proceedings, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may affect the validity or enforceability of the Collateral.

(c) Grantor shall (i) protect, defend and maintain the validity and enforceability of all material current and future Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Trademarks and promptly advise Lender in writing of material infringements detected and (iii) not allow any material Trademarks to be abandoned, forfeited or dedicated to the public. Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Lender, such consent not to be unreasonably withheld or delayed, nor shall the Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Lender shall have the right (but shall not be obligated) to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of the Grantor or Lender in, the Trademark Collateral must be approved, in writing, by Lender.

5. SECTION TITLES. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SNK AMERICA, INC.

By: 

Name: Tomohiro Naokawa

Title: President

SNK AMERICA, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005765 FRAME: 0218

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,
a national banking association

By:  _____

Name: Steven Friedlander
Title: Senior Vice President

SNK AMERICA, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	NUMBER	DATE
SNK	1361434	September 24, 1985

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.