

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craze, Inc.		02/06/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GMF Venture LP		
Street Address:	650 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5721354	SHOP YOUR INSPIRATION	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	(214) 939-4804		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	699749.0001		
NAME OF SUBMITTER:	Brenda Love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	02/06/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Craze, Inc., a New York corporation (the “**Grantor**”) in favor of GMF Venture LP, as Holder for itself and the other Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Holder**”).

WHEREAS, the Grantor is party to a Security Agreement dated as of February 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the Holder pursuant to which the Grantor granted a security interest to the Holder in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Holder as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement (whether defined therein or by reference to another agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor, hereby pledges to the Holder, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Holder, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof,

(ii) all goodwill connected with the use thereof and symbolized thereby,

(iii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,

- (iv) all rights to sue or otherwise recover for infringements, misappropriations, dilutions or other violations thereof,
- (v) all rights of priority arising from or related to the foregoing,
- (vi) all other rights arising thereunder or pertaining thereto throughout the world, and
- (vii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted herein attach to any “intent-to-use” application for registration of a Trademark, prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues therefrom under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Holder for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirm that the rights and remedies of the Holder with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the security interest in the Trademark Collateral shall be released in accordance with Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Holder shall promptly execute and deliver to the Grantor, at the Grantor’s expense, all documents that the Grantor shall reasonably requests to evidence such termination or release and shall promptly perform such other actions reasonably requested by the Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

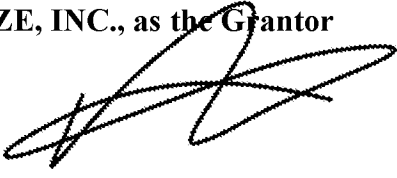
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

CRAZE, INC., as the Grantor

By: 

Name: Mark Fishman
Title: CEO

**GMF VENTURE LP,
as Holder**

By 

Name: Gary Fegel, Authorized signer for GMF

Title: Management LLC, General Partner for GMF Venture, LP

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006858 FRAME: 0763**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	U.S. Reg. No.	Goods/Services
SHOP YOUR INSPIRATION	5,721,354	Class 9: Downloadable computer software and mobile applications for facilitating online shopping and promoting the goods of others