

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KONG INC.		11/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	150 South Fifth Street		
Internal Address:	Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5489182	GALILEO	
Registration Number:	6174253	INSOMNIA	
Registration Number:	5094093	KONG	
Registration Number:	6176455	KONG	
Registration Number:	6069616	KONG	
Serial Number:	90723973	KRANE	
Registration Number:	5420918	MASHAPE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	35619.54		
NAME OF SUBMITTER:	Juliana Gaines		

CH \$190.00 5489182

SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	11/01/2022
Total Attachments: 7 source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page1.tif source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page2.tif source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page3.tif source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page4.tif source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page5.tif source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page6.tif source=Kong - Trademark Security Agreement [Executed] 4134-6410-9633 1#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by KONG INC., a Delaware corporation (the “*Grantor*”) in favor of ACQUIOM AGENCY SERVICES LLC, a Colorado limited liability company as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is 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 Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, 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, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, 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 all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

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

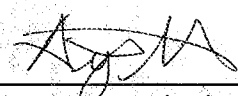
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KONG INC., as Grantor

By:  _____
Name: Augusto Marietti
Title: Chief Executive Officer, President and Secretary

Acknowledged and Agreed:

ACQUIOM AGENCY SERVICES LLC, as
Administrative Agent

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	App. No.	Registration No.	Country	Status
Kong Inc.	GALILEO	86983680	5489182	US	Live
Kong Inc.	INSOMNIA	88850437	6174253	US	Live
Kong Inc.	KONG	86855691	5094093	US	Live
Kong Inc.	KONG	88616822	6176455	US	Live
Kong Inc.	KONG	88977608	6069616	US	Live
Kong Inc.	KRANE	90723973	N/A	US	Abandoned
Kong Inc.	MASHAPE	86983606	5420918	US	Live
Kong Inc.	KONG	3877083	N/A	Argentina	Published
Kong Inc.	KONG	3877084	3272539	Argentina	Registered
Kong Inc.	INSOMNIA	WO1559284	WO1559284	Australia	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Australia	Registered
Kong Inc.	KONG	919330690	919330690	Brazil	Registered
Kong Inc.	KONG	919330711	N/A	Brazil	Published
Kong Inc.	KONG	919330657	N/A	Brazil	Published
Kong Inc.	INSOMNIA	WO1555110	N/A	Canada	Pending
Kong Inc.	KONG	WO1504431	N/A	Canada	Pending
Kong Inc.	KONG	1348576	1334329	Chile	Registered
Kong Inc.	KONG	1348577	N/A	Chile	Published
Kong Inc.	KONG	47064722	47064722	China	Registered
Kong Inc.	KONG	47039102	N/A	China	Published
Kong Inc.	INSOMNIA	WO1555110	WO1555110	European Union	Registered
Kong Inc.	KONG	WO1504431	WO1504431	European Union	Registered
Kong Inc.	KONG	WO1504431	WO1504431	India	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Indonesia	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Israel	Registered
Kong Inc.	INSOMNIA	WO1559284	WO1559284	Japan	Registered
Kong Inc.	KONG	WO1504431	N/A	Japan	Pending
Kong Inc.	KONG	WO1504431	WO1504431	Malaysia	Registered
Kong Inc.	KONG	WO1504431	N/A	Mexico	Pending
Kong Inc.	KONG	WO1504431	WO1504431	New Zealand	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Norway	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Philippines	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Russia	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Singapore	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Switzerland	Registered
Kong Inc.	KONG	109006590	2081036	Taiwan	Registered

Schedule A

4157-2668-0640

TRADEMARK
REEL: 007887 FRAME: 0228

Grantor	Trademark	App. No.	Registration No.	Country	Status
Kong Inc.	KONG	WO1504431	N/A	Thailand	Pending
Kong Inc.	KONG	WO1504431	WO1504431	Turkey	Registered
Kong Inc.	INSOMNIA	3696338	3696338	United Kingdom	Registered
Kong Inc.	KONG	WO1504331	UK00801504431	United Kingdom	Registered
Kong Inc.	KONG	WO1504431	WO1504431	Vietnam	Registered
Kong Inc.	INSOMNIA	WO1555110	WO1555110	WIPO	Registered
Kong Inc.	INSOMNIA	WO1559284	WO1559284	WIPO	Registered
Kong Inc.	KONG	WO1504431	WO1504431	WIPO	Registered

Schedule A

4157-2668-0640

RECORDED: 11/01/2022

TRADEMARK
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