

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Run Studios Inc.		07/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Skillz Inc.		
Street Address:	PO Box 445		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88981761	BIG RUN STUDIOS	
Serial Number:	88983064	BR	
Serial Number:	97071012	BIG COOKING	
Serial Number:	97070986	BLACKOUT BINGO	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. BAJADA-BARTLETT		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063271-0017		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	07/10/2023		
Total Attachments: 5			
source=Big Run Studios - Trademark Security Agreements [Executed](143481825.1)#page1.tif			

OP \$115.00 88981761

source=Big Run Studios - Trademark Security Agreements [Executed](143481825.1)#page2.tif

source=Big Run Studios - Trademark Security Agreements [Executed](143481825.1)#page3.tif

source=Big Run Studios - Trademark Security Agreements [Executed](143481825.1)#page4.tif

source=Big Run Studios - Trademark Security Agreements [Executed](143481825.1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 7, 2023 (this "Agreement"), is made by BIG RUN STUDIOS INC. ("Borrower") in favor of SKILLZ INC. ("Lender").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 7, 2023 by and between Lender and Borrower (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), the Lender has agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, and Borrower granted Lender continuing security interests in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Loan and Security Agreement, Borrower agreed to execute and this Agreement, in order to record the security interest granted to the Lender with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan and Security Agreement, whether defined directly therein or by reference.

SECTION 2. Grant of Security Interest

To secure the timely payment and performance of all of the Obligations, Borrower hereby grants to Lender continuing security interests in all of the following property, in each case, wherever located and whether now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, 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, those listed on Schedule A (but excluding "intent to use" Trademark applications prior to the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under Applicable Law);
- (ii) all goodwill associated with the use of or symbolized by the foregoing;
- (iii) reissues, extensions or renewals thereof;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof;
- (v) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and
- (vi) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan and Security Agreement, and the Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Loan and 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 Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Borrower and Lender expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof and thereof, as applicable. The words "execution," "signed," "signature" and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper based recordkeeping systems, as the case may be, to the extent and as provided for in any Applicable Law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

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

BIG RUN STUDIOS INC.,
as Borrower

By: Andrew Bell
Name: Andrew Bell
Title: CEO / Founder

Accepted and Agreed:

SKILLZ INC.,
as Lender

By: DocuSigned by:
Jason Roswig
511F581C6720451...
Name: Jason Roswig
Title: President and Chief Financial Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Owner	App. Date App. No.	Reg. Date Reg. No.
BIG RUN STUDIOS	United States	Big Run Studios Inc.	3/23/2020 88981761	7/12/2022 6790286
BR (stylized)	United States	Big Run Studios Inc.	3/23/2020 88983064	11/30/2021 6577472
BIG RUN STUDIOS	United States	Big Run Studios Inc.	10/12/2021 97071012	08/23/2022 6827538
BLACKOUT BINGO	United States	Big Run Studios Inc.	10/12/2021 97070986	09/20/2022 6852326