

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S.A.OPOLY, INC.		08/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GIBRALTAR BUSINESS CAPITAL, LLC		
Street Address:	400 Skokie Boulevard, Suite 375		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	5141947	AFTER DARK	
Registration Number:	5951488	ASTRO TRASH	
Registration Number:	5542227	BLANK SLATE	
Registration Number:	6126415	CODED CHRONICLES	
Registration Number:	6502770	FURRY FOODIES	
Registration Number:	6996591	HUES AND CUES	
Registration Number:	5951639	MATCH-O-RAMA	
Registration Number:	6755591	PICTWIST	
Registration Number:	5542228	PRIVACY	
Registration Number:	3745365	RATUKI	
Registration Number:	4486439	TAPPLE	
Registration Number:	3732480	TELESTRATIONS	
Registration Number:	3765341		
Registration Number:	5951598	THE OP	
Registration Number:	5951599	THE OP USAOPOLY	
Registration Number:	6313958	UPSIDE DRAWN	
Registration Number:	3856753	USAOPOLY	
Serial Number:	97398392	BLANK SLATE	
Serial Number:	98067790	DA DA DA	

OP \$840.00 5141947

Property Type	Number	Word Mark
Serial Number:	98024069	DADADA
Serial Number:	97274827	EXPRESS ROUTE
Serial Number:	97442740	GHOSTLY GRAVES
Serial Number:	97782243	LET'S GET CANCELLED!
Serial Number:	97246219	MAKE A GOOD NIGHT A GAME NIGHT
Serial Number:	97499720	MISH MATCH
Serial Number:	98131313	MOVE LIKE ME
Serial Number:	97453462	THE OP
Serial Number:	97453449	THE OP
Serial Number:	97453468	THE OP DIGITAL
Serial Number:	97453455	THE OP DIGITAL
Serial Number:	97460544	THE PERFECT WAVE
Serial Number:	88876334	VENN
Serial Number:	97514018	WHAT THE CUP!?

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Michele Urbinati

SIGNATURE: /Michele Urbinati/

DATE SIGNED: 08/18/2023

Total Attachments: 11

- source=Submitted Copy of IP Security Agreement (Gibraltar_USAopoly)#page1.tif
- source=Submitted Copy of IP Security Agreement (Gibraltar_USAopoly)#page2.tif
- source=Submitted Copy of IP Security Agreement (Gibraltar_USAopoly)#page3.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

U.S.A.OPOLY, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 18, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GIBRALTAR BUSINESS CAPITAL, LLC

Street Address: 400 Skokie Boulevard, Suite 375

City: Northbrook

State: Illinois

Country: USA Zip: 60062

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Attached Exhibit C

See Attached Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michele Urbinati

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY Zip: 10169

Phone Number: (212) 905-3668

Docket Number: _____

Email Address: murbinati@otterbourg.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Michele Urbinati

8/18/2023

Signature

Date

Michele Urbinati

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”), dated as of August 18, 2023, is executed by and between **U.S.A.OPOLY, INC.**, a Delaware corporation (the “**Debtor**”) and **GIBRALTAR BUSINESS CAPITAL, LLC**, a Delaware limited liability company, having a business location at the address set forth below under its signature (“**Secured Party**”).

RECITALS:

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“**Copyrights**” means the copyright registrations, applications and exclusive copyright licenses set forth in **Exhibit A**.

“**IP Collateral**” means all Copyrights, Patents and Trademarks, other than any Excluded Property (as defined in the Loan Agreement).

“**Loan Agreement**” means that certain Loan and Security Agreement, dated as of the date hereof, by and among Debtor, **OP DIGITAL MEDIA LLC**, a Delaware limited liability company (“**OP Digital**”) and together with any Person that may hereafter become party to the Loan Agreement as a Guarantor, each individually, a “**Guarantor**” and collectively, “**Guarantors**”) and Secured Party.

“**Patents**” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit B**.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit C**.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “**Security Interest**”), with power of sale to the extent permitted by law, in the IP Collateral, to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Authority.** This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Copyrights.** **Exhibit A** accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. Additionally, Debtor will update **Exhibit A** annually in accordance with, and as required by, Section 7.9 of the Loan Agreement.

(c) **Patents.** **Exhibit B** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. Additionally, Debtor will update **Exhibit B** annually in accordance with, and as required by, Section 7.9 of the Loan Agreement.

(d) **Trademarks.** **Exhibit C** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. Additionally, Debtor will update **Exhibit C** annually in accordance with, and as required by, Section 7.9 of the Loan Agreement.

(e) **Title.** Debtor has absolute title to each Patent, Trademark and Copyright listed on **Exhibits A, B and C**, free and clear of all liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in IP Collateral hereafter arising, absolute title to each such IP Collateral free and clear of all liens except Permitted Liens, and (ii) will keep all IP Collateral free and clear of all liens except Permitted Liens.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the IP Collateral against all claims or demands of all Persons.

(g) **Maintenance.** Debtor will at its own expense maintain the IP Collateral to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor.

(h) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of seven (7) Business Days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or, if Debtor notifies the Secured Party that it intends to abandon any IP Collateral, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** The Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with

interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.

(j) **Power of Attorney.** To the extent required to facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6 for the purpose of perfecting its Security Interest, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default (as defined in the Loan Agreement), to enforce or use the IP Collateral or to grant or issue any exclusive or non-exclusive license under the IP Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the IP Collateral to any third party. The Debtor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue of the power of attorney granted herein. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the IP Collateral.** The Debtor shall be permitted to control and manage the IP Collateral, including the right to exclude others from making, using or selling items covered by the IP Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. **Events of Default.** The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under this Agreement

6. **Remedies.** During the existence of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the IP Collateral.

(c) The Secured Party may enforce the IP Collateral and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. This Agreement shall terminate upon termination of the Loan Agreement. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of

any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the IP Collateral at all or in any particular manner or order, or to apply any cash proceeds of IP Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the IP Collateral shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

If any action or proceeding relating to any Obligations, Loan Documents or related transaction is filed in a court sitting in or applying the laws of California, the court shall, and is hereby directed to, make a general reference pursuant to Cal. Civ. Proc. Code §638 to a referee (who shall be a single active or retired judge) to hear and determine all issues in the case (whether fact or law) and to report a statement of decision; provided, that (a) at the option of any party to such action or proceeding, any issues pertaining to a "provisional remedy" as defined in Cal. Civ. Proc. Code §1281.8 shall be heard and determined by the court, and (b) Debtor shall be solely responsible to pay all fees and expenses of the referee. Nothing in this Section shall limit the right of Lender to exercise self-help remedies, such as setoff, foreclosure or sale of Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after any judicial reference. The exercise of a remedy does not waive the right of any party to require judicial reference. In Lender's discretion, foreclosure under a mortgage or deed of trust may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL, LLC, a
Delaware limited liability company

U.S.A.OPOLY, INC.,
a Delaware corporation

By: _____

Name: Jeremy DeBoer

Title: Senior Vice President

Address:

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

By: _____

Name: Dane Chapin

Title: Chief Executive Officer

Address:

5999 Avenida Encinas, Suite 150
Carlsbad, California 92008

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008172 FRAME: 0507

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL, LLC, a
Delaware limited liability company

U.S.A.OPOLY, INC.,
a Delaware corporation

By: _____
Name:
Title:

By: 
Name: Dane Chapin
Title: Chief Executive Officer

Address:
400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

Address:
5999 Avenida Encinas, Suite 150
Carlsbad, California 92008

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

U.S. Registrations:

MARK	REGISTRATION DATE/FILING DATE	REGISTRATION NUMBER
AFTER DARK	February 14, 2017	5141947
ASTRO TRASH	December 31, 2019	5951488
BLANK SLATE	May 6, 2022	5542227
CODED CHRONICLES	November 19, 2019	6126415
FURRY FOODIES	September 28, 2021	6502770
HUES AND CUES	March 7, 2023	6996591
MATCH-O-RAMA	December 31, 2019	5951639
PICTWIST	June 7, 2022	6755591
PRIVACY	August 14, 2018	5542228
RATUKI	February 2, 2010	3745365
TAPPLE	February 18, 2014	4486439
TELESTRATIONS	December 29, 2009	3732480
(TELESTRATIONS GUY LOGO)	March 23, 2010	3765341
(THE OP LOGO)	December 31, 2019	5951598
(THE OP USAOPOLY LOGO)	December 31, 2019	5951599
UPSIDE DRAWN	April 6, 2021	6313958
USAOPOLY	October 5, 2010	3856753

U.S. Pending Applications:

MARK	FILING DATE	NUMBER
BLANK SLATE	May 6, 2022	97398392
DA DA DA	June 30, 2023	98067790
DADADA	June 1, 2023	98024069
EXPRESS ROUTE	February 18, 2022	97274827
GHOSTLY GRAVES	June 3, 2022	97442740
LET'S GET CANCELLED	February 6, 2023	97782243
MAKE A GOOD NIGHT A GAME NIGHT	January 31, 2022	97246219
MISH MATCH	July 12, 2022	97499720
MOVE LIKE ME	August 14, 2023	98131313
THE OP	June 10, 2022	97453462
THE OP	December 20, 2022	97453449
THE OP DIGITAL	June 10, 2022	97453468
THE OP DIGITAL	June 10, 2022	97453455
THE PERFECT WAVE	June 15, 2022	97460544

VENN	April 17, 2020	88876334
WHAT THE CUP?!	July 21, 2022	97514018

International Registrations:

MARK	COUNTRY	NUMBER
AFTER DARK	EU	018293762
ESQUISSE	FRANCE	3873686
HUES AND CUES	CHINA	63628695
HUES AND CUES	EU	018672725
HUES AND CUES	UK	00003762850
HUES AND CUES (SIMPLE CHINESE)	CHINA	63628695
JARGON	CHINA	4176447
RATUKI	BENELUX	886751
RATUKI	CANADA	784128
RYKTET GAR	SWEDEN	500782
SYNC UP!	CANADA	784160
TELESTRATIONS	AUSTRALIA	1458138
TELESTRATIONS	CANADA	765801
TELESTRATIONS	CHINA	49549483
TELESTRATIONS	EU	00991825
TELESTRATIONS	JAPAN	5529648
TELESTRATIONS (KATANA)	JAPAN	5572414
TELESTRATIONS	NEW ZEALAND	851902
TELESTRATIONS	NORWAY	262267
TELESTRATIONS	RUSSIA	508323
TELESTRATIONS GUY LOGO	AUSTRALIA	1458139
TELESTRATIONS GUY LOGO	CANADA	774156
TELESTRATIONS GUY LOGO	EU	009918582
TELESTRATIONS GUY LOGO	NEW ZEALAND	851903
TELESTRATIONS GUY LOGO	NORWAY	262266
UPSIDE DRAWN	EU	18294729
USAOPOLY	CHINA	53531940
USAOPOLY	MEXICO	2357642