

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7034006

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEEKNET, INC.	11/03/2021
ELBO INC.	11/03/2021
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	125 HIGH STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	D758804
Patent Number:	D758136
Patent Number:	D755018
Application Number:	15019435
Patent Number:	9101830
Patent Number:	9712914
Application Number:	15710016
PCT Number:	US2017052442
Application Number:	15040081
Patent Number:	9675877
Patent Number:	8998719
Patent Number:	7841946
Patent Number:	8568238
Patent Number:	8894494
Patent Number:	8974307
Patent Number:	9808714
Application Number:	15602957
CORRESPONDENCE DATA	

Fax Number: (800)914-4240

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: 8007130755

Email: sarah.schmelzer@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:	JESSICA HILDEBRANDT
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SIGNATURE:	/Jessica Hildebrandt/
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DATE SIGNED:	11/19/2021
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Total Attachments: 10

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- source=Patent#page10.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of November 3, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), in its capacities as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as pledgee, assignee and Secured Party (in such capacities and together with any successors in such capacities, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GameStop Corp., a Delaware corporation, as the Lead Administrative Loan Party and a Guarantor, the Borrowers from time to time party thereto, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the US Security Agreement, dated as of the date hereof (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant to Agent (for the benefit of the Secured Parties) a security interest in all or substantially all of its assets to secure the Secured Obligations pursuant to the terms thereof; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.
2. Grant of Security Interest in Intellectual Property. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Agent for its benefit and for the benefit of the other Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following Collateral of such Grantor, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Intellectual Property Collateral"):
 - (a) all of its Patents and all related Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all products and proceeds of the foregoing, and all income, royalties and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Patent Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Assets.

3. Security for Secured Obligations. This Patent Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other members of the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If any Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto.

(b) Without limiting Grantors' obligations under this section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Intellectual Property Collateral of which notice is provided to the Agent for such purpose in accordance with the terms of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. Counterparts. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

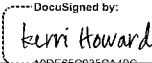
7. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, SERVICE OF PROCESS, AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 9.8 AND 9.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

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

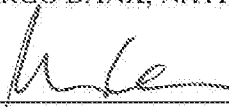
GRANTORS:

GEEKNET, INC.
ELBO INC.

By:  _____
Name: Kerri Howard
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: William Ceras
Title: Authorized Signatory

[Signature Page to Patent Security Agreement (GameStop)]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Geeknet, Inc.	United States	BEVERAGE CONTAINER HOLDER	D/502,193 / D758,804	9/12/2014
Geeknet, Inc.	United States	BEVERAGE CONTAINER HOLDER	D/502,987 / D758,136	9/22/2014
Geeknet, Inc.	United States	BEVERAGE CONTAINER HOLDER	D/502,973 / D755,018	9/22/2014
Geeknet, Inc.	United States	BUILDING BLOCK GAME USING MAGNETIC LEVITATION	15/019,435	2/9/2016
Geeknet, Inc.	United States	MOTION- RESPONSIVE ENTERTAINME NT GARMENT	13/854,504 / 9101830	4/1/2013
Geeknet, Inc.	United States	COSTUME COORDINATED, MOTION ACTIVATED SOUND GENERATION SYSTEM	14/010,489 / 9712914	8/26/2013
Geeknet, Inc.	United States	CUSTOMIZABLE LANYARD	15/710,016	9/20/2017
Geeknet, Inc.	United States	CUSTOMIZABLE LANYARD	PCT/US2017/0524 42	9/20/2017
Geeknet, Inc.	United States	RECONFIGURA BLE BRICK BUILDING	15/040,081	2/10/2016

		SYSTEM AND STRUCTURE		
Elbo Inc.	United States	SYSTEM FOR REMOTE GAME ACCESS	14/638,782 / 9675877	3/5/2015
Elbo Inc.	United States	NETWORK- ENABLED GAME CONTROLLER	13/716,019 / 8998719	12/14/2012
Elbo Inc.	United States	SYSTEM FOR REMOTE GAME ACCESS	11/761,168 / 7841946	6/11/2007
Elbo Inc.	United States	SYSTEM FOR REMOTE GAME ACCESS	12/925,651 / 8568238	10/26/2010
Elbo Inc.	United States	SYSTEM FOR REMOTE GAME ACCESS	14/049,986 / 8894494	10/9/2013
Elbo Inc.	United States	SYSTEM FOR REMOTE GAME ACCESS	14/049,934 / 8974307	10/9/2013
Elbo Inc.	United States	NETWORK- ENABLED GAME CONTROLLER	14/667,180 / 9808714	3/24/2015
Elbo Inc.	United States	SYSTEM FOR REMOTE GAME ACCESS	15/602,957	5/23/2017

Patent Licenses

1. That certain Intellectual Property License Agreement, dated as of June 1, 2021, by and among EB International Holdings, Inc., a Delaware corporation, GameStop, Inc., a Minnesota corporation and Electronics Boutique Canada Inc., a corporation organized under the laws of the province of Ontario, Canada.
2. That certain Intellectual Property License Agreement, dated as of January 27, 2007 with an effective date of January 29, 2006, by and between ELBO, Inc., a Delaware corporation and Electronics Boutique Australian Pty Ltd., an Australian company with limited liability.