507389605 07/18/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7436531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DELAWARE TRUST COMPANY, AS ADMINISTRATIVE AGENT, AS SUCCESSOR TO VIRTUS GROUP, LP	07/15/2022

RECEIVING PARTY DATA

Name:	BUNGIE, INC.
Street Address:	550 106TH AVE NE, STE 207
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
Name:	BUNGIE AEROSPACE CORPORATION
Street Address:	550 106TH AVE NE, STE 207
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004

PROPERTY NUMBERS Total: 4

Property Type	Number	
Patent Number:	8823701	
Patent Number:	8632409	
PCT Number:	US2012036394	
PCT Number:	US2011035774	

CORRESPONDENCE DATA

Fax Number: (415)947-2099

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ATTORNEY DOCKET NUMBER:	36585.026
NAME OF SUBMITTER:	QUI LU FLOOD

PATENT 507389605 REEL: 060533 FRAME: 0967

SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	07/18/2022		
Total Attachments: 7			
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TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT

This **Termination and Release of Patent Security Agreement**, dated as of July 15, 2022 (this "<u>Release</u>"), is made by DELAWARE TRUST COMPANY, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement), as successor to VIRTUS GROUP, LP (in such capacity, the "<u>Administrative Agent</u>"), in favor of Bungie, Inc., a Delaware corporation and Bungie Aerospace Corporation, a Delaware corporation (individually, a "Grantor", and, collectively, the "Grantors").

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Security Agreement, dated as of August 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure payment or performance in full of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest (the "<u>Security Interest</u>") in and to certain patent collateral, including all of such Grantor right, title and interest in and to the Patents listed on <u>Schedule 1</u> hereto (collectively, the "<u>Released Patent Collateral</u>");

WHEREAS, pursuant to the Security Agreement, on August 28, 2019, the Administrative Agent and the Grantors entered into a Patent Security Agreement, which was recorded with the United States Patent and Trademark Office on September 3, 2019 in its records at Reel 050244, Frame 0933 (the "Patent Security Agreement");

WHEREAS, pursuant to the Assignment of Security Interest in Patents, Trademarks, And Copyrights, dated as of June 10, 2022, by and among VIRTUS GROUP, LP, in its capacity as initial administrative agent (in such capacity, the "**Retiring Agent**"), Administrative Agent (in such capacity, the "**Successor Agent**"), and the Grantors, the Retiring Agent assigned to Successor Agent, all of Retiring Agent's right, title and interest in any and to all claims, rights and causes of action Retiring Agent may have against any Grantor, as they relate to the patents and patent applications referenced in the Patent Security Agreement; and

WHEREAS, at the request of each Grantor, the Administrative Agent has agreed to evidence and confirm the termination and release of its Security Interest in the Released Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and each Grantor hereby agree as follows:

- 1. <u>Defined Terms</u>. Unless otherwise defined herein or the context requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Patent Security Agreement and the Security Agreement, as applicable.
- 2. <u>Release</u>. The Administrative Agent hereby (i) fully, finally, unconditionally and irrevocably releases, terminates and forever discharges (a) its Security Interest in all of each Grantor's right, title and interest, as applicable, in and to the Released Patent Collateral and (b) any

and all other rights it may have under the Security Agreement or the Patent Security Agreement, other than any rights that expressly survive termination thereof, (ii) agrees that it shall, at the expense of each Grantor, execute all other documents (as prepared by the applicable Loan Party and in form and substance reasonably satisfactory to the Administrative Agent) and do all other acts reasonably requested by a Grantor to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement or the Patent Security Agreement with respect to the Released Patent Collateral. This Release shall be binding upon the Administrative's Agent representatives, successors, assigns and transferees.

- 3. <u>Counterparts</u>. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.
- 4. <u>Governing Law</u>. The validity of this Release, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereto has caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

DELAWARE TRUST COMPANY, as

Sear Forcery

Administrative Agent

By:

Name: Sean Foronjy
Title: Vice President

SCHEDULE 1

Released Patent Collateral

Patents:

Owner	Patent Title	Jurisdictio	Registration Date	Registration No.
		n of Registratio		
Bungie, Inc.	Apparatus and method for improved presentation of objects in a distributed interactive simulation	us US	09/02/2014	8,823,701
Bungie, LLC	Method and apparatus for online rendering of game files	US	01/21/2014	8,632,409
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	AU	8/13/2015	2012250680
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	CA	5/22/2018	2835066
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	CN	1/27/2016	201280032186.8
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	DE	8/30/2017	60 2012 036 671.0
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	DE	8/30/2017	2704806
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects	ЕР	8/30/2017	2704806

	in a Distributed Interactive Simulation			
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	ES	8/30/2017	2704806
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	FR	8/30/2017	2704806
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	GB	8/30/2017	2704806
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	JP	12/18/2015	5855237
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	KR	1/11/2019	10-1939860
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	NZ	9/29/2015	617145
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in a Distributed Interactive Simulation	RU	7/20/2015	2557522
Bungie, Inc.	Apparatus and Method for Improved Presentation of Objects in A Distributed Interactive Simulation	WO	05/03/2012	PCT/US2012/036 394

Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	AU	10/15/2015	2011253221
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	BE	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	СН	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	CN	10/19/2016	201180034037.0
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	DE	10/3/2018	602011052588.3
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	EP	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	ES	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	FR	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	GB	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	IE	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	IT	10/3/2018	2569751
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	JP	5/27/2016	5941039
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	KR	8/23/2017	10-1772584
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	NZ	5/1/2015	604291
Bungie, Inc.	Method and Apparatus for Online Rendering of Game Files	RU	6/10/2016	2586026

Bungie, Inc.	Method and Apparatus	TR	10/3/2018	2569751
	for Online Rendering of			
	Game Files			
Bungie, Inc.	Method and Apparatus	WO	11/17/2011	PCT/US2011/035
_	for Online Rendering of			774
	Game Files			

Patent Applications:

Owner	Patent	Jurisdiction of Registration	Application Date	Application No.
Bungie, Inc.	Method and	CA	N/A	2799182.0
	Apparatus for Online Rendering of			
	Online Rendering of			
	Game Files			

PATENT REEL: 060533 FRAME: 0975

RECORDED: 07/18/2022