

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent and Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GME Entertainment, LLC		03/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	100 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88268049	BAXY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	03/29/2019		
<b>Total Attachments: 12</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 28, 2019 among GME ENTERTAINMENT, LLC, a limited liability company formed under the laws of the State of Delaware having a place of business at 620, 625, and 633 Westport Parkway, Grapevine, Texas 76051, as Borrower (the "Grantor"); and BANK OF AMERICA, N.A., a national banking association, as administrative agent and collateral agent (in such capacities, the "Agent") for the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

### WITNESSETH:

WHEREAS, the Grantor, among others, has entered into (i) that certain Second Amended and Restated Credit Agreement, dated as of March 25, 2014 (as amended, restated, amended and restated, modified, or supplemented, the "Credit Agreement") by, among others, the Grantor, the other Borrowers party thereto, the "Lenders" as defined therein, Bank of America, N.A. as "Administrative Agent" and "Collateral Agent", and the other parties thereto, and (ii) that certain Third Amended and Restated Security Agreement, dated as of November 20, 2017 (as amended, restated, amended and restated, modified, or supplemented, the "Security Agreement") by and among the Grantor, the other Grantors (as defined in the Security Agreement) party thereto and Bank of America, N.A., as "Collateral Agent", and;

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit under the Credit Agreement are each conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof to secure the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

### SECTION 1

#### Definitions

1.1 Generally. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement, as applicable, and all references to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial

Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

(a) “Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

(b) “IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

(c) “Licenses” shall mean, collectively, the Patent Licenses and Trademark Licenses.

(d) “Patents” shall mean all letters patent and applications for letters patent of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT A** annexed hereto and made a part hereof.

(e) “Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

(f) “PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(g) “Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT B** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(h) “Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 through 1.6 of the Credit Agreement shall be applicable to this Agreement.

## **SECTION 2**

### **Security Interest**

In furtherance and as confirmation of the Security Interest granted by the Grantor to the Agent (for the ratable benefit of the Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Agent (for the ratable benefit of the Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Patents and Patent Licenses.
- (b) All Trademarks and Trademark Licenses.
- (c) All renewals of any of the foregoing.
- (d) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (e) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (f) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (g) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

## **SECTION 3**

### **Protection of Intellectual Property By Grantor**

Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), and (d) (collectively, the "Intellectual Property"):

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, Grantor shall not have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, and (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

## **SECTION 4**

### **Grantor's Representations and Warranties**

The Grantor represents and warrants that:

4.1 **EXHIBIT A** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantor as of the date hereof.

4.2 **EXHIBIT B** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantor as of the date hereof.

4.3 Except as set forth in **EXHIBITS A and B**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

4.4 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Agent.

4.5 Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of the Intellectual Property owned by Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does Grantor know of any valid basis for any such claim, except as otherwise set forth in the Credit Agreement. To the knowledge of the Grantor, the use by the Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

4.6 The Grantor shall give the Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

- (a) The Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).
- (b) The Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).
- (c) The Grantor's entering into any new Licenses.
- (d) The Grantor's knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

## **SECTION 5**

### **Agreement Applies to Future Intellectual Property**

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.6, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 Upon the reasonable request of the Agent, the Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Patent or Trademark and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO or any similar office), and the Grantor hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

## **SECTION 6**

### **Grantor's Rights To Enforce Intellectual Property**

Prior to the Agent's giving of notice to the Grantor (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however:

6.1 The Grantor first provides the Agent with written notice of the Grantor's intention to sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, the Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Grantor, the Agent may (but shall not be required to) itself take such action in the name of the Grantor, with any damages recovered in such action, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 7.3 of the Credit Agreement.

6.2 Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence of any Event of Default, the Agent, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 6.

## **SECTION 7**

### **Agent's Actions To Protect Intellectual Property**

In the event of:

- (a) the Grantor's failure, within five (5) days of written notice from the Agent, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or
- (b) the occurrence and continuance of any other Event of Default,



the Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Agent's own right in connection therewith.

## **SECTION 8**

### **Rights Upon Default**

Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies of a secured party under the UCC and other Applicable Law, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

## **SECTION 9**

### **Agent as Attorney In Fact**

9.1 The Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

- (a) To supplement and amend from time to time Exhibits A and B of this Agreement to include any new or additional Intellectual Property of the Grantor.
- (b) To exercise any of the rights and powers referenced herein.
- (c) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The foregoing grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

9.3 The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) by a court of competent jurisdiction which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

## **SECTION 10**

## Agent's Rights

Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement, under the Security Agreement or under the Credit Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

## **SECTION 11**

### Intent

This Agreement is being executed and delivered by the Grantor for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Agent, for the ratable benefit of the Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

## **SECTION 12**

### Governing Law

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

## **SECTION 13**

### Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[SIGNATURE PAGES FOLLOW]

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

**GRANTOR:**

**GME ENTERTAINMENT, LLC,**  
as Grantor

By:



Name: Scott Drake

Title: Senior Vice President

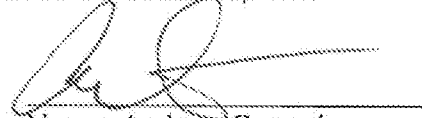
[Gamestop - Signature Page to Patent and Trademark Security Agreement (GME Entertainment)]

**TRADEMARK**  
**REEL: 006604 FRAME: 0044**

**AGENT:**

**BANK OF AMERICA, N.A.**

By:



Name: Andrew Cerussi

Title: Director

[Gamestop - Signature Page to Patent and Trademark Security Agreement (GME Entertainment)]

**TRADEMARK**  
**REEL: 006604 FRAME: 0045**

**EXHIBIT A**

**List of Patents and Patent Licenses**

**Patents and Patent Applications**

**NONE**

**Patent Licenses**

**NONE**

**EXHIBIT B**

List of Trademarks and Trademark Licenses

**Trademark Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Application/ Serial Number</b>	<b>Filing Date</b>
U.S.	BAXY	Pending	88268049	1/18/19

**Trademark Licenses**

**None.**

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