

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633774

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900598568

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VINDEX LLC		02/23/2021	Limited Liability Company: DELAWARE
BELONG GAMING, LLC		02/23/2021	Limited Liability Company: DELAWARE
HITBOX, LLC		02/23/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 New York Plaza, 17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6231821	LET'S PLAY
Registration Number:	5219718	NGE
Registration Number:	5343906	SUPER MAGICAL CUP
Serial Number:	88671256	VINDEX
Serial Number:	88671269	ESPORTS ENGINE
Serial Number:	88202137	BELONG
Serial Number:	90299310	WATCH. PLAY. COMPETE.
Serial Number:	90299305	WATCH. PLAY. COMPETE.
Serial Number:	90299299	WATCH. PLAY. COMPETE.
Serial Number:	90299293	WATCH. PLAY. COMPETE.
Serial Number:	90082071	BELONG

CORRESPONDENCE DATA

Fax Number: 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1332024 TM
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NAME OF SUBMITTER:	Andrew Nash
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SIGNATURE:	/Andrew Nash/
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DATE SIGNED:	03/23/2021
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 23, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and VINDEX LLC, a Delaware limited liability company, BELONG GAMING, LLC, a Delaware limited liability company, and HITBOX, LLC, a Delaware limited liability company (each and together, jointly and severally, “Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

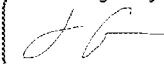
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:
535 Madison Ave, 30th Floor
New York, NY 10022
Attention: Jason Garmise

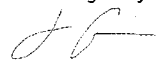
GRANTORS:

VINDEX LLC

DocuSigned by:

By: _____
Name: Jason Garmise
Title: President

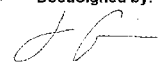
Address:
535 Madison Ave, 30th Floor
New York, NY 10022
Attention: Jason Garmise

BELONG GAMING, LLC

DocuSigned by:

By: _____
Name: Jason Garmise
Title: President

Address:
535 Madison Ave, 30th Floor
New York, NY 10022
Attention: Jason Garmise

HITBOX, LLC

DocuSigned by:

By: _____
Name: Jason Garmise
Title: President

Address:
MM Technology Banking
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Justin B. Kelly

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

VINDEX LLC

Address:
535 Madison Ave, 30th Floor
New York, NY 10022
Attention: Jason Garmise

By: _____
Name: _____
Title: _____

BELONG GAMING, LLC

Address:
535 Madison Ave, 30th Floor
New York, NY 10022
Attention: Jason Garmise

By: _____
Name: _____
Title: _____

HITBOX, LLC

Address:
535 Madison Ave, 30th Floor
New York, NY 10022
Attention: Jason Garmise

By: _____
Name: _____
Title: _____

LENDER:

JPMORGAN CHASE BANK, N.A.

Address:
MM Technology Banking
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Justin B. Kelly

By: Cameron Gray
Name: Cameron Gray
Title: Authorized Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LET'S PLAY AGENCY Logo (Copyright)	1-9047788893	July 21, 2020
VINDEX Logo (Copyright)	1-9047788779	July 21, 2020

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
NONE		

**EXHIBIT C
TRADEMARKS**

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
VINDEX LLC	VINDEX	1547223	February 11, 2020	Brazil
VINDEX LLC	ESPORTS ENGINE	1547223	April 07, 2020	Brazil
VINDEX LLC	LET'S PLAY	1560395	October 06, 2020	Brazil
VINDEX LLC	VINDEX	1533880	February 11, 2020	Canada
VINDEX LLC	ESPORTS ENGINE	1547223	April 07, 2020	Canada
VINDEX LLC	LET'S PLAY	1560395	October 06, 2020	Canada
VINDEX LLC	VINDEX	1533880	February 11, 2020	European Union (Community)
VINDEX LLC	ESPORTS ENGINE	1547223	April 07, 2020	European Union (Community)
VINDEX LLC	LET'S PLAY	1560395	October 06, 2020	European Union (Community)
VINDEX LLC	VINDEX	1533880	February 11, 2020	Int'l Registration - Madrid Protocol Only
VINDEX LLC	ESPORTS ENGINE	1547223	April 07, 2020	Int'l Registration - Madrid Protocol Only
VINDEX LLC	LET'S PLAY	1560395	October 06, 2020	Int'l Registration - Madrid Protocol Only
VINDEX LLC	VINDEX	M2378286	February 11, 2020	Mexico
VINDEX LLC	VINDEX	M2378287	February 11, 2020	Mexico
VINDEX LLC	VINDEX	M2378288	February 11, 2020	Mexico




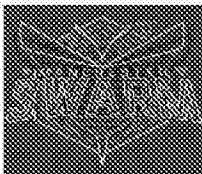

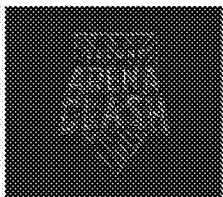
**EXHIBIT C
TRADEMARKS**

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
			2020	
VINDEX LLC	VINDEX	M2378289	February 11, 2020	Mexico
VINDEX LLC	VINDEX	M2378290	February 11, 2020	Mexico
VINDEX LLC	VINDEX	M2378291	February 11, 2020	Mexico
VINDEX LLC	ESPORTS ENGINE	M2419928	April 07, 2020	Mexico
VINDEX LLC	ESPORTS ENGINE	M2419929	April 07, 2020	Mexico
VINDEX LLC	ESPORTS ENGINE	M2419930	April 07, 2020	Mexico
VINDEX LLC	ESPORTS ENGINE	M2419931	April 07, 2020	Mexico
VINDEX LLC	ESPORTS ENGINE	M2419932	April 07, 2020	Mexico
VINDEX LLC	ESPORTS ENGINE	M2419933	April 07, 2020	Mexico
VINDEX LLC	LET'S PLAY	1560395	October 06, 2020	Mexico
VINDEX LLC	VINDEX	1533880	February 11, 2020	United Kingdom
VINDEX LLC	ESPORTS ENGINE	1547223	April 07, 2020	United Kingdom
VINDEX LLC	LET'S PLAY	1560395	October 06, 2020	United Kingdom
VINDEX LLC	VINDEX	88/671256	October 28, 2019	United States of America
VINDEX LLC	ESPORTS ENGINE	88/671269	October 28, 2019	United States of America
VINDEX LLC	LET'S PLAY	6231821	April 09,	United States of

EXHIBIT C
TRADEMARKS

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
			2020	America
Belong Gaming LLC		018199527	21 February 2020	EU
Belong Gaming LLC		018199532	21 February 2020	EU
Belong Gaming LLC		018203012	27 February 2020	EU
Belong Gaming LLC		018203017	27 February 2020	EU
Belong Gaming LLC		018203022	27 February 2020	EU
Belong Gaming LLC		UK00003197977 (series of 2)	22 November 2016	UK
Belong Gaming LLC		UK00003312251 (series of 2)	21 May 2018	UK
Belong Gaming LLC		UK00003462410	30 January 2020	UK

**EXHIBIT C
TRADEMARKS**

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
Belong Gaming LLC		UK00003468818	21 February 2020	UK
Belong Gaming LLC		UK00003468855	21 February 2020	UK
Belong Gaming LLC		UK00003468859	21 February 2020	UK
Belong Gaming LLC	LAKESIDE LEVIATHANS	UK00003468883	21 February 2020	UK
Belong Gaming LLC	BRISTOL BRAWLERS	UK00003468885	21 February 2020	UK
Belong Gaming LLC		UK00003219050	16 March 2017	UK
Belong Gaming LLC		UK00003219053	16 March 2017	UK
Belong Gaming LLC		UK00003219055	16 March 2017	UK

**EXHIBIT C
TRADEMARKS**

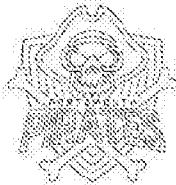
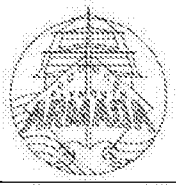
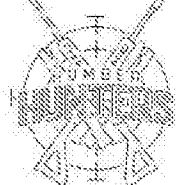
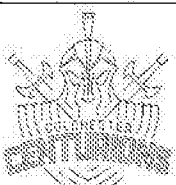
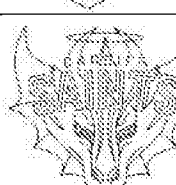

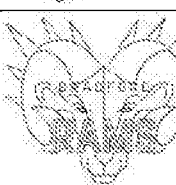

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
Belong Gaming LLC		UK00003226906	25 April 2017	UK
Belong Gaming LLC		UK00003226908	25 April 2017	UK
Belong Gaming LLC		UK00003226909	25 April 2017	UK
Belong Gaming LLC		UK00003226911	25 April 2017	UK
Belong Gaming LLC		UK00003226913	25 April 2017	UK
Belong Gaming LLC		UK00003226914	25 April 2017	UK
Belong Gaming LLC		UK00003226915	25 April 2017	UK
Belong Gaming LLC		UK00003227529	27 April 2017	UK

EXHIBIT C
TRADEMARKS


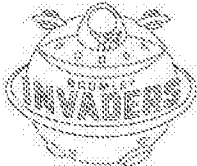

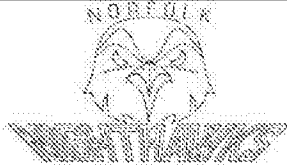
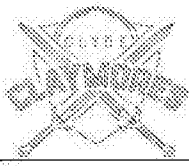
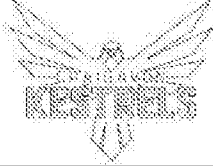
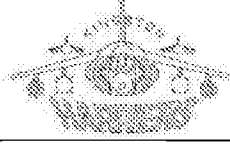
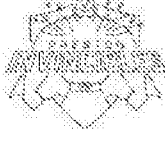

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
Belong Gaming LLC		UK00003227532	27 April 2017	UK
Belong Gaming LLC		UK00003238634	21 June 2017	UK
Belong Gaming LLC		UK00003238635	21 June 2017	UK
Belong Gaming LLC		UK00003238636	21 June 2017	UK
Belong Gaming LLC		UK00003238639	21 June 2017	UK
Belong Gaming LLC		UK00003238640	21 June 2017	UK
Belong Gaming LLC		UK00003238641	21 June 2017	UK
Belong Gaming LLC		UK00003290349	15 February 2018	UK
Belong Gaming LLC		UK00003238645	21 June 2017	UK

EXHIBIT C
TRADEMARKS

APPLICANT	TRADEMARK	REGISTRATION / APPLICATION NO.	REGISTRATION / APPLICATION DATE	COUNTRY
Belong Gaming LLC	B E L O N G	M3744874	21 November 2018	Spain
Belong Gaming LLC	B E L O N G	88202137	21 November 2018	USA
Belong Gaming LLC	Watch.Play.Complete.	90299310	11/2/2020	USA
Belong Gaming LLC	Watch.Play.Complete.	90299305	11/4/2020	USA
Belong Gaming LLC	Watch.Play.Complete.	90299299	11/4/2020	USA
Belong Gaming LLC	Watch.Play.Complete.	90299293	11/4/2020	USA
Belong Gaming LLC	Belong	90082071	7/30/2020	USA
Hitbox, LLC	NGE	5219718	6/6/2017	USA
Hitbox, LLC	Super Magical Cup	5343906	11/28/2017	USA