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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394016

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|-----------------------------------|------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Trion Worlds, Inc. | FORMERLY Trion World Network, Inc. | 08/05/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PARTNERS FOR GROWTH IV, L.P. | | |
| Street Address: | 1660 TIBURON BLVD. | | |
| Internal Address: | SUITE D | | |
| City: | TIBURON | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94920 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4459422 | TRION WORLDS | |
| Registration Number: | 4362998 | TRION WORLDS | |
| Registration Number: | 4692692 | DEFIANCE | |
| Registration Number: | 4385618 | DEFIANCE | |
| Registration Number: | 4622592 | GLYPH | |
| Registration Number: | 4733162 | NIGHTMARE TIDE | |
| Registration Number: | 4733163 | NIGHTMARE TIDE | |
| Registration Number: | 4183943 | RIFT | |
| Registration Number: | 4211665 | RIFT | |
| Registration Number: | 4183944 | RIFT | |
| Registration Number: | 4471618 | STORM LEGION | |
| Registration Number: | 4471619 | STORM LEGION | |
| Registration Number: | 4471620 | STORM LEGION | |
| Registration Number: | 4459421 | TRION | |
| Registration Number: | 4362997 | TRION | |
| Registration Number: | 4607248 | TROVE | |
| Serial Number: | 86718697 | A ATLAS REACTOR | |
| Serial Number: | 86718704 | ATLAS REACTOR | |
| TRADEMARK | | | |

OP \$640.00 4459422

| Property Type | Number | Word Mark |
|----------------|----------|-------------------|
| Serial Number: | 86911877 | ATLAS REACTOR |
| Serial Number: | 86911886 | ATLAS REACTOR |
| Serial Number: | 86297586 | NIGHTMARE TIDE |
| Serial Number: | 86715995 | PHASE REACTOR |
| Serial Number: | 86715997 | SIGMA REACTOR |
| Serial Number: | 87091806 | STARFALL PROPHECY |
| Serial Number: | 87091807 | STARFALL PROPHECY |

CORRESPONDENCE DATA

Fax Number: 4157385371

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: 4143813283

Email: ben@greenspan-law.com

Correspondent Name: Benjamin Greenspan

Address Line 1: 620 Laguna Rd

Address Line 4: MILL VALLEY, CALIFORNIA 94941

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Benjamin Greenspan |
| SIGNATURE: | /bg/ |
| DATE SIGNED: | 08/05/2016 |

Total Attachments: 4

source=Item 03 - PFG-Trion Trademark Collateral Agreement#page1.tif
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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of August 5th, 2016 ("Trademark Agreement"), is between Trion Worlds, Inc., a Delaware corporation with its principal place of business at 1200 Bridge Parkway, Suite 201, Redwood City, CA 94065 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, California 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Trion Worlds, Inc.

By [Signature]
Chief Executive Officer CEO

By [Signature]
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth IV, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Trion Worlds, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By  _____
Name: Philip Lawson

Title: Manager, Partners for Growth IV, LLC
Its General Partner

EXHIBIT 1
Trion Worlds, Inc.
Trademark Schedule

| Serial Number - Registration Number | Date | Mark | Owner |
|--|----------|----------------|--------------------|
| 4459422 | 12/31/13 | TRION | Trion Worlds, Inc. |
| 4362998 | 7/9/13 | TRION | Trion Worlds, Inc. |
| 4692692 | 2/24/15 | DEFIANCE | Trion Worlds, Inc. |
| 4385618 | 8/13/13 | DEFIANCE | Trion Worlds, Inc. |
| 4622592 | 10/14/14 | GLYPH | Trion Worlds, Inc. |
| 4733162 | 5/5/15 | NIGHTMARE TIDE | Trion Worlds, Inc. |
| 4733163 | 5/5/15 | NIGHTMARE TIDE | Trion Worlds, Inc. |
| 4183943 | 7/31/12 | RIFT | Trion Worlds, Inc. |
| 4211665 | 9/18/12 | RIFT | Trion Worlds, Inc. |
| 4183944 | 7/31/12 | RIFT | Trion Worlds, Inc. |
| 4471618 | 1/21/14 | STORM LEGION | Trion Worlds, Inc. |
| 4471619 | 1/21/14 | STORM LEGION | Trion Worlds, Inc. |
| 4471620 | 1/21/14 | STORM LEGION | Trion Worlds, Inc. |
| 4459421 | 12/31/13 | TRION | Trion Worlds, Inc. |
| 4362997 | 7/9/13 | TRION | Trion Worlds, Inc. |
| 4607248 | 9/16/14 | TROVE | Trion Worlds, Inc. |
| 4459422 | 12/31/13 | TRION | Trion Worlds, Inc. |
| 4362998 | 7/9/13 | TRION | Trion Worlds, Inc. |
| 4692692 | 2/24/15 | DEFIANCE | Trion Worlds, Inc. |
| 4385618 | 8/13/13 | DEFIANCE | Trion Worlds, Inc. |
| 4622592 | 10/14/14 | GLYPH | Trion Worlds, Inc. |
| 4733162 | 5/5/15 | NIGHTMARE TIDE | Trion Worlds, Inc. |
| 4733163 | 5/5/15 | NIGHTMARE TIDE | Trion Worlds, Inc. |
| 4183943 | 7/31/12 | RIFT | Trion Worlds, Inc. |
| 4211665 | 9/18/12 | RIFT | Trion Worlds, Inc. |
| 4183944 | 7/31/12 | RIFT | Trion Worlds, Inc. |
| 4471618 | 1/21/14 | STORM LEGION | Trion Worlds, Inc. |

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|-------------|---------------------|---|--------------------|
| 4471619 | 1/21/14 | STORM LEGION | Trion Worlds, Inc. |
| 4471620 | 1/21/14 | STORM LEGION | Trion Worlds, Inc. |
| 4459421 | 12/31/13 | TRION | Trion Worlds, Inc. |
| 4362997 | 7/9/13 | TRION | Trion Worlds, Inc. |
| 4607248 | 9/16/14 | TROVE | Trion Worlds, Inc. |
| 86/718697 | 8/7/15 |  REACTOR | Trion Worlds, Inc. |
| 86/718704 | 8/7/15 |  REACTOR | Trion Worlds, Inc. |
| 86/911877 | 2/18/16 | ATLAS  REACTOR | Trion Worlds, Inc. |
| 86/911886 | 2/18/16 |  ATLAS REACTOR | Trion Worlds, Inc. |
| 86/297586 | 6/2/14 | NIGHTMARE TIDE | Trion Worlds, Inc. |
| 86/715995 | 8/5/15 | PHASE REACTOR | Trion Worlds, Inc. |
| 86/715997 | 8/5/15 | SIGMA REACTOR | Trion Worlds, Inc. |
| 87/091806 | 7/1/16 | STARFALL PROPHECY | Trion Worlds, Inc. |
| 87/091807 | 7/1/16 | STARFALL PROPHECY | Trion Worlds, Inc. |
| Korea | 45-42638 12/7/12 | 리프트 | Trion Worlds, Inc. |
| New Zealand | 848448 2/29/12 | DEFIANCE | Trion Worlds, Inc. |
| New Zealand | 958902 5/3/12 | STORM LEGION | Trion Worlds, Inc. |
| Russia | 500482 11/22/13 |  TRION | Trion Worlds, Inc. |
| Russia | 459235 4/12/12 |  TRION | Trion Worlds, Inc. |
| Russia | 468709 8/17/12 | RIFT | Trion Worlds, Inc. |