

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEEKNET, INC.		11/20/2017	Corporation: DELAWARE
GameStop Corp.		11/20/2017	Corporation: DELAWARE
GameStop, Inc.		11/20/2017	Corporation: MINNESOTA
Sunrise Publications, Inc.		11/20/2017	Corporation: MINNESOTA
ELBO Inc.		11/20/2017	Corporation: DELAWARE
EB International Holdings, Inc.		11/20/2017	Corporation: DELAWARE
GameStop Texas Ltd.		11/20/2017	Corporation: DELAWARE
Simply Mac, Inc.		11/20/2017	Corporation: UTAH
Spring Communications Holding, Inc.		11/20/2017	Corporation: DELAWARE
GS Mobile, Inc.		11/20/2017	Corporation: DELAWARE
SOCOM LLC		11/20/2017	Corporation: DELAWARE
Marketing Control Services, Inc.		11/20/2017	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4681865	GAME INFORMER
Serial Number:	87430253	THINKGEEK CAPSULE
Serial Number:	87245013	GEEKINI
Serial Number:	87029926	EPIC BOX
Registration Number:	5002007	THINKGEEK
Registration Number:	4991955	THINKGEEK
Registration Number:	5001722	THINKGEEK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5099563	GEEKLABS
Registration Number:	4760109	THINKGEEK
Registration Number:	4760111	JOIN IN. GEEK OUT.
Registration Number:	4693043	GEEKLABS
Registration Number:	4098399	
Registration Number:	4034970	JOYSTICK-IT
Registration Number:	4168666	ICADE
Registration Number:	3885125	
Registration Number:	3885126	
Registration Number:	3888853	GEEKNET
Registration Number:	3888854	GEEKNET
Registration Number:	2535695	
Registration Number:	2535696	THINKGEEK
Registration Number:	2326479	NEWS FOR NERDS. STUFF THAT MATTERS.
Registration Number:	3871927	S FACTOR
Registration Number:	3756823	SPRING MOBILE
Registration Number:	5115428	@PLAY GAMING ACCESSORIES
Serial Number:	86867415	
Registration Number:	5261891	G GAMETRUST
Serial Number:	86332112	POWERUP
Serial Number:	87668273	POWERPASS
Registration Number:	4937440	RECHARGED
Serial Number:	87613868	TOTAKU COLLECTION
Serial Number:	86618426	ZING POP CULTURE

CORRESPONDENCE DATA

Fax Number: 6173417729

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 12/27/2017

Total Attachments: 12

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FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED PATENT
AND TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2017 (this "Amendment") is made by and among Geeknet, Inc., a Delaware corporation, having a place of business at 11216 Waples Mill Road Suite 100, Fairfax, Virginia 22030 (the "New Grantor"), GameStop Corp., a Delaware corporation, having a place of business at 625 Westport Parkway, Grapevine, Texas 76051, and the other Borrowers party hereto (individually, an "Existing Grantor", and collectively, the "Existing Grantors", and together with the New Grantor, individually, a "Grantor" and collectively, the "Grantors"), and Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Agent") for its own benefit and the benefit of the Credit Parties (as defined in the Credit Agreement referred to below).

W I T N E S E T H:

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement dated as of March 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between, among others, (i) the Existing Grantors, (ii) the Lenders from time to time party thereto, and (iii) the Agent for its own benefit and the benefit of the Credit Parties referenced therein;

WHEREAS, reference is further made to that certain Third Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors and the Agent, pursuant to which each Grantor granted a Lien and security interest in substantially all of such Grantors' right, title and interest in, to and under the Collateral (including, without limitation, the IP Collateral (as defined in the IP Security Agreement)) as security for the Secured Obligations (as defined in the Security Agreement);

WHEREAS, reference is further made to that certain Second Amended and Restated Patent and Trademark Security Agreement dated as of March 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), by and among the Existing Grantors and the Agent, pursuant to which each Existing Grantor ratified its grant of the Lien provided in the Security Agreement and further granted a Lien and security interest in the IP Collateral described therein, as security for the Secured Obligations;

WHEREAS, the Existing Grantors have advised the Agent that they have acquired new assets of the type constituting IP Collateral;

WHEREAS, contemporaneously herewith, the Agent and the Existing Grantors, among others, are amending the Credit Agreement pursuant to a certain Second

Amendment to Second Amended and Restated Credit Agreement (the “Second Amendment”), dated of even date herewith;

WHEREAS, contemporaneously herewith, the Grantors and the Agent are entering into that certain Joinder, Confirmation, Ratification and Amendment of Ancillary Loan Documents (the “Joinder Agreement”), dated of even date herewith, pursuant to which the New Grantor joins in the execution of, and becomes party to, the Credit Agreement and the Ancillary Loan Documents (as defined in the Joinder Agreement, including, without limitation the IP Security Agreement) as a Borrower, “Pledgor” or “Grantor” thereunder, as applicable;

WHEREAS, the Security Agreement requires that the Grantors confirm the attachment of the Lien and security interest created by the Security Agreement to the Additional IP Collateral (as defined below); and

WHEREAS, the Grantors and the Agent desire to amend the IP Security Agreement to evidence such attachment.

NOW, THEREFORE, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement, the Security Agreement or the IP Security Agreement, as applicable.

Section 2. Grant of Security Interest in Additional IP Collateral. In furtherance and as confirmation of the Security Interest granted by the Grantors 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, each 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 Grantors 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 “Additional 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

Grantors and their 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; and

(g) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

Section 3. Amendment to IP Security Agreement. The IP Security Agreement is hereby amended by supplementing (but not replacing) Exhibit A thereof with the Patents and Patent Licenses for the foregoing listed on Exhibit A-1 hereto; and supplementing (but not replacing) Exhibit B thereof with the Trademarks and Trademark Licenses for the foregoing listed on Exhibit B-1 hereto. The parties hereto acknowledge and agree that the Additional IP Collateral shall constitute "IP Collateral" under the IP Security Agreement for all purposes.

Section 4. Security Agreement. The security interest granted pursuant to this Amendment is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the IP Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Additional IP Collateral made and granted hereby are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. IP Security Agreement. Except as specifically amended hereby, the IP Security Agreement remains in full force and effect as of the date hereof.

Section 6. Counterparts. This Amendment 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 Amendment by telecopy, pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 7. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date first above written.

EXISTING GRANTORS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
SIMPLY MAC, INC.
SPRING COMMUNICATIONS
HOLDING, INC.
GS MOBILE, INC.
SOCOM LLC,

By: _____

Name: Scott Drake

Title: Senior Vice President and
Treasurer

MARKETING CONTROL SERVICES,
INC.

By: _____

Name: Mike Loftus

Title: President

NEW GRANTOR:

GEEKNET, INC.

By: _____

Name: Scott Drake

Title: Senior Vice President and
Treasurer

GameStop Corp.

Signature Page to First Amendment to Second Amended and Restated Patent and Trademark Security Agreement

TRADEMARK
REEL: 006237 FRAME: 0632


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date first above written.

EXISTING GRANTORS:

GAMESTOP CORP.
GAMESTOP, INC.
SUNRISE PUBLICATIONS, INC.
ELBO INC.
EB INTERNATIONAL HOLDINGS, INC.
GAMESTOP TEXAS LTD.
SIMPLY MAC, INC.
SPRING COMMUNICATIONS
HOLDING, INC.
GS MOBILE, INC.
SOCOM LLC,

By: _____
Name: Scott Drake
Title: Senior Vice President and
Treasurer

MARKETING CONTROL SERVICES,
INC.

By: 
Name: Mike Loftus
Title: President

NEW GRANTOR:

GEEKNET, INC.

By: _____
Name: Scott Drake
Title: Senior Vice President and
Treasurer

AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Andrew Cerussi
Title: Director

EXHIBIT A-1
TO
FIRST AMENDMENT TO SECOND RESTATED PATENT AND TRADEMARK
SECURITY AGREEMENT

Patent Registrations and Applications

Publication No.	Description/Title	Assignee	Application No. and Date
9712914	Costume coordinated, motion activated sound generation system	Geeknet, Inc.	14/010,489 on August 26, 2013
9101830	Motion-responsive entertainment garment	Geeknet, Inc.	13/854,504 on April, 1 2013
D714590	Mug	Geeknet, Inc.	D/458,452 on June 19, 2013
20170173485	Reconfigurable Brick Building System and Structure	Geeknet, Inc.	15/040,081 on February 10, 2016
20130130800	Wireless Controller	Gamestop, Inc.	13/657278 on October 22, 2012
D758,804	Beverage container holder	Geeknet, Inc.	29/502,193 on September 12, 2014
D758,136	Beverage container holder	Geeknet, Inc.	29/502,987 on September 22, 2014
D755,018	Beverage container holder	Geeknet, Inc.	29/502,973 on September 22, 2014
-	Building block game using magnetic levitation	Geeknet, Inc.	15/019,435 on February 9, 2016
-	Customizable lanyard	Geeknet, Inc.	15/710,016 on September 20, 2017
-	Customizable lanyard	Geeknet, Inc.	PCT/US2017/052442 on September 20, 2017
9,675,877	System for remote game access	Elbo, Inc.	14/638,782 on March 4, 2015

9,808,714	Network enabled game controller	Elbo, Inc.	14/667,180 on March 24, 2015
-	System for remote game access	Elbo, Inc.	15/602,957 on May 23, 2017

EXHIBIT B-1
TO
FIRST AMENDMENT TO SECOND RESTATED PATENT AND TRADEMARK
SECURITY AGREEMENT

Trademark Registrations and Applications

Citation	Reg./Appl. No.	Owner	Source	Reg./Appl. Date
AT&T AUTHORIZED RETAILER	686157	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	7/6/2017
AT&T AUTHORIZED RETAILER #2715	669899	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2716	669900	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2717	669901	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2718	669902	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2719	669903	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2721	669906	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2714	669897	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2720	669904	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2300	667502	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	8/22/2016
AT&T AUTHORIZED RETAILER #2298	667504	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	8/22/2016
AT&T AUTHORIZED RETAILER #2297	667505	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	8/22/2016
SPRING MOBILE	10188805	SPRING COMMUNICATIONS HOLDING, INC.	State/ Nebraska	2/25/2014

SPRING COMMUNICATIONS	10188608	SPRING COMMUNICATIONS HOLDING, INC.	State/ Nebraska	2/20/2014
SPRING MOBILE		SPRING COMMUNICATIONS HOLDING, INC.	State/ Wisconsin	2/12/2014
SPRING COMMUNICATIONS		SPRING COMMUNICATIONS HOLDING, INC.	State/ Wisconsin	2/12/2014
SPRING COMMUNICATIONS	591136	SPRING COMMUNICATIONS HOLDING, INC.	State/ Arizona	2/11/2014
SPRING MOBILE	591132	SPRING COMMUNICATIONS HOLDING, INC.	State/ Arizona	2/11/2014
SPRING COMMUNICATIONS	2014-000658529	SPRING COMMUNICATIONS HOLDING, INC.	State/ Wyoming	2/5/2014
SPRING MOBILE	2014-000658530	SPRING COMMUNICATIONS HOLDING, INC.	State/ Wyoming	2/5/2014
GAME INFORMER	4681865	SUNRISE PUBLICATIONS, INC.	USPTO	2/3/2015
MIDTOWN LIVING MAGAZINE	S22687	SUNRISE PUBLICATIONS, INC.	State/ Georgia	4/6/2006
BUCKHEAD LIVING MAGAZINE	T22493	SUNRISE PUBLICATIONS, INC.	State/ Georgia	12/21/2005
GAMESTOP	10183315	GAMESTOP, INC.	State/ Nebraska	10/18/2013
GAMESTOP AND MOVIES TOO	559232	GAMESTOP, INC.	State/ Arizona	11/1/2012
GAMESTOP #6920	32931200	GAMESTOP, INC.	State/ North Dakota	10/29/2012
GAMESTOP	277616	GAMESTOP, INC.	State/ Arizona	9/9/2002
GAMESTOP	574781	GAMESTOP, INC.	State/ Louisiana	7/22/2002
GAMESTOP		GAMESTOP, INC.	State/ Wisconsin	7/17/2002
THINKGEEK CAPSULE	87430253	GEEKNET, INC.	USPTO	4/28/2017
GEEKINI	87245013	GEEKNET, INC.	USPTO	11/22/2016
EPIC BOX	87029926	GEEKNET, INC.	USPTO	5/9/2016

THINKGEEK	5002007	GEEKNET, INC.	USPTO	7/19/2016
THINKGEEK	4991955	GEEKNET, INC.	USPTO	7/5/2016
THINKGEEK	5001722	GEEKNET, INC.	USPTO	7/19/2016
GEEKLABS	5099563	GEEKNET, INC.	USPTO	12/13/2016
THINKGEEK	4760109	GEEKNET, INC.	USPTO	6/23/2015
JOIN IN. GEEK OUT.	4760111	GEEKNET, INC.	USPTO	6/23/2015
GEEKLABS	4693043	GEEKNET, INC.	USPTO	2/24/2015
Design Only	4098399	GEEKNET, INC.	USPTO	2/14/2012
JOYSTICK-IT	4034970	GEEKNET, INC.	USPTO	10/4/2011
ICADE	4168666	GEEKNET, INC.	USPTO	7/3/2012
Design Only	3885125	GEEKNET, INC.	USPTO	12/7/2010
Design Only	3885126	GEEKNET, INC.	USPTO	12/7/2010
GEEKNET	3888853	GEEKNET, INC.	USPTO	12/14/2010
GEEKNET	3888854	GEEKNET, INC.	USPTO	12/14/2010
Design Only	2535695	GEEKNET, INC.	USPTO	2/5/2002
THINKGEEK	2535696	GEEKNET, INC.	USPTO	2/5/2002
NEWS FOR NERDS. STUFF THAT MATTERS.	2326479	GEEKNET, INC.	USPTO	3/7/2000
S FACTOR	3871927	SPRING COMMUNICATIONS, INC.	USPTO	11/9/2010
SPRING MOBILE	3756823	SPRING COMMUNICATIONS, INC.	USPTO	3/9/2010

@PLAY GAMING ACCESSORIES and Design	5115428	Elbo, Inc.	USPTO	1/3/2017
Design Only	86867415	Elbo, Inc.	USPTO	1/6/2016
G GAMETRUST and Design	5261891	Elbo, Inc.	USPTO	8/8/2017
POWERUP	86332112	Elbo, Inc.	USPTO	7/9/2014
POWERPASS	87668273	Elbo, Inc.	USPTO	11/1/2017
RECHARGED	4937440	Elbo, Inc.	USPTO	4/12/2016
TOTAKU COLLECTION	SN: 87613868	Elbo, Inc.	USPTO	9/19/2017
ZING POP CULTURE	SN: 86618426	Elbo, Inc.	USPTO	5/4/2015

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RECORDED: 12/28/2017

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