

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600650

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|-----------------------|
| 88Rising, Inc. | | 09/30/2020 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------------|
| Name: | East West Bank |
| Street Address: | 9378 Wilshire Blvd., Suite 100 |
| Internal Address: | Attn: Maytal Shainberg |
| City: | Beverly Hills |
| State/Country: | CALIFORNIA |
| Postal Code: | 90212 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------|
| Registration Number: | 5556192 | 88RISING |
| Registration Number: | 5844896 | HEAD IN THE CLOUDS |
| Registration Number: | 5845537 | 88 HEAD IN THE CLOUDS |
| Serial Number: | 88303953 | 88NIGHTMARKET |
| Serial Number: | 88304203 | 88NIGHTMARKET |
| Serial Number: | 88309537 | 88RISING |
| Serial Number: | 88309550 | 88 |
| Serial Number: | 88912022 | HOUSE OF JADE |
| Serial Number: | 88912016 | HOUSE OF JADE |

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Suite 1130
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20005

TRADEMARK

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 1272374 TM |
| NAME OF SUBMITTER: | Elyssa Pak |
| SIGNATURE: | /Elyssa Pak/ |
| DATE SIGNED: | 10/01/2020 |

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated as of September 30, 2020

WHEREAS, 88Rising, Inc., a Delaware corporation (the “Borrower”), and the guarantors referred to in the Credit Agreement (as hereinafter defined) (the “Guarantors”; and together with the Borrower, collectively, the “Grantors”, and individually, each a “Grantor”), now own or hold and/or may hereafter adopt, acquire or hold certain Trademarks (as defined in the Credit Agreement defined below), including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended or supplemented from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired by any Grantor;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement dated as of September 30, 2020 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement) among the Borrower, as borrower, the Guarantors and East West Bank, a California corporation (the “Lender”), the Lender has agreed to make Loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Lender a security interest in and to all personal property of such Grantor including, without limitation, all right, title and interest of such Grantor in, to and under any Trademarks and Trademark Licenses (as defined below), including, without limitation, those Trademark Licenses listed on Schedule B hereto, whether now owned, presently existing or hereafter acquired or created, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and all products and proceeds thereof or income therefrom, including, without limitation, all rights (but not the obligation) to sue or recover at law or in equity for any past, present or future infringement, dilution, misappropriation, violation, misuse, breach, default or other impairment of any Trademark or any Trademark License, or for injury to goodwill associated with any Trademark, to secure the payment and performance of the Obligations; and

WHEREAS, the Lender and each Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant to the Lender, as security for the Obligations, a continuing security interest in and to all of such Grantor’s right, title and interest in, to and under the following (all of the following items (a) through (e) or types of property being collectively referred to herein as the “Trademark Collateral”) other than Excluded Property, whether now owned, currently existing or hereafter arising, adopted or acquired by, and whether or not in possession of, any Grantor:

(a) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark set forth in Schedule A annexed hereto;

(b) each written agreement, now or hereafter in effect, providing for the grant by or to any Grantor of any right to use any Trademark referenced in clause (a) above (each, a "Trademark License"), including, without limitation, each Trademark License set forth in Schedule B annexed hereto;

(c) all rights to trademark and all rights to renew or extend any Trademarks;

(d) all rights (but not the obligation) to sue in the name of any Grantor or in the name of the Lender for past, present and future infringements of any Trademark; and

(e) all products and proceeds of, and income, royalties, damages, payments, accounts and accounts receivable at any time due and/or payable or asserted under or with respect to, any of the foregoing, including, without limitation, all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, misappropriation, violation, misuse, breach, default or other impairment of any Trademark or any Trademark License, or for injury to goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. Each Grantor and the Lender hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations set forth in the Credit Agreement (including, without limitation, the provisions related to the exercise of remedies by the Lender), the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as the Payment in Full of the Obligations has occurred, the Lender shall promptly execute and deliver to the Grantors, at the Grantors' request and sole expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may reasonably be necessary or advisable to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender or the applicable Grantor pursuant to the terms of the Credit Agreement.

THIS TRADEMARK SECURITY AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute

but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File (“TIFF”), Portable Document Format (“PDF”) or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement, and the parties hereto hereby waive any right they may have to object to said treatment.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 12.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Lender (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantors. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by any Grantor (including its successors and permitted assigns) without the prior written consent of the Lender, and any attempted assignment without such consent shall be null and void.

If any conflict or inconsistency exists between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly Authorized Officer as of the date first set forth above.

GRANTORS:

88RISING, INC.

By: 8
Name: Sean Miyashiro
Title: Chief Executive Officer

WESTERN AND 6TH RECORDS LLC

By: 8
Name: Sean Miyashiro
Title: Chief Executive Officer

88RISING MUSIC GROUP LLC

By: 8
Name: Sean Miyashiro
Title: Manager

88RISING RECORDS LLC

By: 8
Name: Sean Miyashiro
Title: Chief Executive Officer

88RISING PUBLISHING LLC

By: 8
Name: Sean Miyashiro
Title: Chief Executive Officer

88RISING TOURING LLC

By: 8
Name: Sean Miyashiro
Title: Chief Executive Officer

88RISING MANAGEMENT LLC

By: 8
Name: Sean Miyashiro
Title: Chief Executive Officer


88RISING CHINA MUSIC GROUP LIMITED


By: 8
Name: Sean Miyashiro
Title: Sole Director

Signature Page to Trademark Security Agreement

八诗八声（上海）文化传媒有限公司
(a/k/a 88 RISING (SHANGHAI)
CULTURE & MEDIA COMPANY
LIMITED)

DOUBLE HAPPINESS PICTURES LLC

By: 
Name: Sean Miyashiro
Title: General Manager

By: 
Name: Sean Miyashiro
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007066 FRAME: 0495

Account:

EAST WEST BANK,
as Lender




By: M. J. Shady
Name: MAYOR MANDALA
Title: SECRETARY

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007066 FRAME: 0496

TRADEMARKS

US Trademarks

| <u>Applicant/ Registrant</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|----------------------------------|--|--------------------------------|---------------------------------|
| 88Rising, Inc. | 88RISING | 86/945566 3/18/2016 | 5556192 9/04/2018 |
| 88Rising, Inc. | 88NIGHTMARKET | 88/303953 2/15/2019 | N/A |
| 88Rising, Inc. |  (88NIGHTMARKET stylized) | 88/304203 2/15/2019 | N/A |
| 88Rising, Inc. | 88RISING | 88/309537 2/20/2019 | N/A |
| 88Rising, Inc. |  | 88/309550 2/20/2019 | N/A |
| 88Rising, Inc. | HEAD IN THE CLOUDS | 88/311348 2/22/2019 | 5844896 8/27//2019 |
| 88Rising, Inc. |  | 88/326251 3/05/2019 | 5845537 8/27//2019 |

Schedule A
to Trademark Security Agreement

| <u>Applicant/ Registrant</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|----------------------------------|--|--------------------------------|---------------------------------|
| 88Rising, Inc. | HOUSE OF JADE | 88/912022 5/12/2020 | N/A |
| 88Rising, Inc. |  | 88/912016 5/12/2020 | N/A |
| 88Rising, Inc. | PARADISE RISING | N/A | N/A |
| 88Rising, Inc. |  PARADISE RISING DESIGN (black and white) | N/A | N/A |

Schedule A
to Trademark Security Agreement

Foreign Trademarks

| <u>Applicant</u> | <u>Country</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|--|----------------|---------------------|--------------------------------|---------------------------------|
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88rising | 43537983 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88rising | 43537984 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88rising | 43537985 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88rising | 43537986 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88rising | 43537987 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | Heads in the Clouds | 43537978 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | Heads in the Clouds | 43537979 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | Heads in the Clouds | 43537980 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | Heads in the Clouds | 43537981 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | Heads in the Clouds | 43537982 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88上升 | 43537973 3/03/2020 | N/A |



Schedule A
to Trademark Security Agreement

| <u>Applicant</u> | <u>Country</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|--|----------------|-------------|--------------------------------|---------------------------------|
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88 上升 | 43537974 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88 上升 | 43537975 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88 上升 | 43537976 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88 上升 | 43537977 3/03/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88RISING | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88RISING | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88↑ | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88↑ | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88↑ | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88↑ | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88↑ | 5/19/2020 | N/A |



Schedule A
to Trademark Security Agreement

| <u>Applicant</u> | <u>Country</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|--|----------------|---------------|--------------------------------|---------------------------------|
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | 88NIGHTMARKET | 5/19/2020 | N/A |

Schedule A
to Trademark Security Agreement

| <u>Applicant</u> | <u>Country</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|--|----------------|--|--------------------------------|---------------------------------|
| 88 Rising (Shanghai) Culture & Media Company Limited | China |  | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HEAD IN THE CLOUDS | 5/19/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HOUSE OF JADE | 5/21/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China | HOUSE OF JADE | 5/21/2020 | N/A |
| 88 Rising (Shanghai) Culture & Media Company Limited | China |  | 5/21/2020 | N/A |

Schedule A
to Trademark Security Agreement

| <u>Applicant</u> | <u>Country</u> | <u>Mark</u> | <u>App No. / App. Date</u> | <u>Reg. No. / Reg. Date</u> |
|--|----------------|---|--------------------------------|---------------------------------|
| 88 Rising (Shanghai) Culture & Media Company Limited | China |  | 5/21/2020 | N/A |
| 88Rising, Inc. | Indonesia | 88RISING | N/A | N/A |
| 88Rising, Inc. | Indonesia | 88↑ | N/A | N/A |
| 88Rising, Inc. | Indonesia | HEAD IN THE CLOUDS | N/A | N/A |
| 88Rising, Inc. | Indonesia |  | N/A | N/A |
| 88Rising, Inc. | Indonesia | 88NIGHTMARKET | N/A | N/A |
| 88Rising, Inc. | Indonesia |  | N/A | N/A |

TRADEMARK LICENSES

None.