

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623675

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAD ENGINE GLOBAL, LLC		12/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	333 South Grand Avenue		
<b>Internal Address:</b>	12th Fl.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 71</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87233471	SKY & OCEAN	
<b>Registration Number:</b>	4958214	ME 87	
<b>Registration Number:</b>	4776398	GLITTER PARTY	
<b>Registration Number:</b>	4768631	MAD CRUSH	
<b>Registration Number:</b>	4647805	WHAT DOES THE FOX SAY?	
<b>Serial Number:</b>	86189170	FLAPPY BIRD	
<b>Registration Number:</b>	3158685	MAD ENGINE	
<b>Registration Number:</b>	5334995	MAD ENGINE	
<b>Registration Number:</b>	4750313	DOE	
<b>Registration Number:</b>	4080207	MF	
<b>Registration Number:</b>	3447018	MINI FINE	
<b>Registration Number:</b>	3554143	MUSTACHE BRIGADE	
<b>Registration Number:</b>	2772876	MIGHTY FINE	
<b>Registration Number:</b>	2650950	FINE	
<b>Registration Number:</b>	4551338	WELOVEFINE	
<b>Serial Number:</b>	88584583	MÊME	
<b>Serial Number:</b>	88856084	SANI+PAK	
<b>Serial Number:</b>	88856013	SANIPAK	
<b>TRADEMARK</b>			

OP \$1790.00 87233471

Property Type	Number	Word Mark
Serial Number:	88897173	HOODIE HERO
Serial Number:	90238531	NEFF
Registration Number:	3946039	L
Registration Number:	3946034	L R G
Registration Number:	5186705	RESEARCH
Registration Number:	4649591	HUSTLE TREES
Registration Number:	4615772	STAY LIFTED
Registration Number:	4597551	LFTD CLOTHING
Registration Number:	4452641	HUSTLE TREES
Registration Number:	3881735	LIFTED RESEARCH GROUP
Registration Number:	3848998	LUXIRIE
Registration Number:	3865959	
Registration Number:	3839357	LUX IRIE
Registration Number:	3833081	
Registration Number:	3808565	LIFTED RESEARCH GROUP
Registration Number:	3753322	L R G
Registration Number:	3738210	LIFTED RESEARCH GROUP
Registration Number:	3703616	
Registration Number:	3703618	L
Registration Number:	3703617	
Registration Number:	4060797	L R G
Registration Number:	2958307	
Registration Number:	4122298	LRG
Registration Number:	3886593	
Registration Number:	3931281	
Registration Number:	3931280	
Registration Number:	3928909	
Registration Number:	3925827	LRG
Registration Number:	3920012	
Registration Number:	3990327	L
Registration Number:	4074404	LRG
Registration Number:	3886592	LR GEANS
Registration Number:	2506859	
Registration Number:	2633832	L R G
Registration Number:	2513951	LIFTED RESEARCH GROUP
Registration Number:	4641515	OMIT
Serial Number:	88002689	LRGIRLS
Serial Number:	88116731	LIFTED RESEARCH GROUP

Property Type	Number	Word Mark
Serial Number:	88116732	LRG
Serial Number:	88116734	
Serial Number:	88116736	LRG
Registration Number:	4637451	
Registration Number:	5039825	N
Registration Number:	4708953	FOREVER FUN
Registration Number:	4768269	NEFF LAND
Registration Number:	4768268	NEFF HOPE
Registration Number:	4768267	NEFF HOPE
Registration Number:	4591489	N377
Registration Number:	4488595	
Registration Number:	3569673	
Registration Number:	3569666	NEFF
Registration Number:	3660069	NEFF
Registration Number:	4129148	NEFF

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 8007130755

**Email:** Ted.Mulligan@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	02/01/2021

**Total Attachments: 18**  
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**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this December 31<sup>st</sup>, 2020, between **MAD ENGINE GLOBAL, LLC**, a Delaware limited liability company ("Borrower"), having its chief executive office at 6740 Cobra Way, Suite 100, San Diego, CA 92121, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Agent"), having a place of business at 333 South Grand Avenue, 12<sup>th</sup> Floor, Los Angeles, California 90071.

**WITNESSETH:**

**WHEREAS**, Agent has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Loan and Security Agreement dated as July 31, 2017 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), pursuant to which Agent and the Lenders (as defined in the Loan Agreement) may make loans and advances and provide other financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

**WHEREAS**, in order to induce Agent to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Agent, for its benefit and the benefit of the Lenders, certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

**1. DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

**2. GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Agent, for itself and its affiliates and the Lenders, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing

or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Agent's rights under the Financing Agreements. Notwithstanding the foregoing, the pledge, grant of a lien and security interest, and assignments as provided herein shall not extend to, and the term "Collateral" shall not include any agreement, contract, or Trademark License in or to which Borrower has any right, title or interest to the extent such contract or agreement includes an enforceable provision containing a restriction on assignment such that (i) the creation or perfection of a security interest in the right, title or interest of Borrower therein would be prohibited or (ii) the creation or perfection of a security interest, or the assignment of, such agreement contract, or Trademark License would, in and of itself, cause or result in a default thereunder enabling another person who is a party to such agreement or contract to enforce any remedy with respect thereto; provided that the foregoing exclusion shall not apply if (a) such prohibition has been waived or such other person has otherwise consented to the creation or perfection hereunder of a security interest in such agreement or contract or (b) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law or principles of equity.

### **3. OBLIGATIONS SECURED**

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Borrower to Agent or to any affiliate of Agent. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future Borrowers of Agent, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Borrower's account under the Loan Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Borrower as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

Borrower hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Agent to Borrower under the Financing Agreements:

- (a) Borrower shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in Agent's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.
- (c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.
- (d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Borrower further authorizes Agent to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.
- (e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.
- (f) Borrower shall, within thirty (30) days of the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.
- (g) Agent may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Borrower, shall be payable on demand

together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower provides Agent, within thirty (30) days, written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Borrower shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests in and conditional assignment of such Trademark in favor of Agent.

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Borrower shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrower shall render any assistance, as Agent shall determine is necessary or advisable, to Agent in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Agent's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify Agent if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Agent, Borrower, at Borrower's sole expense, shall join with Agent in such action as Agent, in Agent's sole and absolute discretion, may deem advisable for the protection of Agent's interest in and to any or all of the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Borrower shall promptly pay Agent for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the



Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

## 5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent by Borrower or any affiliate of Borrower or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Agent on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement.

(f) Borrower shall supply to Agent or to Agent's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of California and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of California. Borrower and Agent expressly submit and consent to the jurisdiction of the state and federal courts located in the County of Los Angeles, State of California with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Agent irrevocably waive all claims, obligations and defenses that Borrower or Agent, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Agent to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) AGENT AND BORROWER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Reference Provisions.

(i) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in this Agreement, but the California Supreme Court has held that pre-dispute Jury Trial Waivers not authorized by statute are unenforceable. This Reference Provision will be applicable until: (i) the California Supreme Court holds that a pre-dispute Jury Trial Waiver provision similar to that contained in this Agreement is valid or enforceable; or (ii) the California Legislature enacts a statute which becomes law, authorizing pre-dispute Jury Trial Waivers of the type in this Agreement and, as a result, such waivers become enforceable.

(ii) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement, will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in this Agreement, venue for the reference proceeding will be in the Superior Court

or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(iv) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within thirty (30) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within thirty (30) days after the matter has been submitted for decision.

(v) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon twenty-one (21) days written notice, and all other discovery shall be responded to within thirty (30) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(vi) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(vii) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(viii) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be

conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(ix) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

(d) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(e) Agent shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent that the losses were the result of Agent's acts or omissions constituting gross negligence or willful misconduct.

## 7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Agent shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Agent and Borrower and their respective successors and assigns.

(d) No failure or delay by Agent in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Agent's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Agent may have. No waiver by Agent will be effective unless in writing and then only to the extent specifically stated.

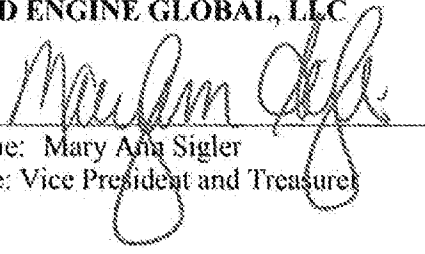
(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Agent have executed this Agreement as of the day and year first above written.

**MAD ENGINE GLOBAL, LLC**

By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

LP5

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Title: Authorized Signatory

Address: 333 South Grand Avenue  
12<sup>th</sup> Floor  
Los Angeles, California 90071

IN WITNESS WHEREOF, Borrower and Agent have executed this Agreement as of the day and year first above written.

**MAD ENGINE GLOBAL, LLC**

By: \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: **Wes Takeuchi** \_\_\_\_\_  
Digitally signed by Wes Takeuchi  
Date: 2020.12.30 11:23:12 -08'00'

Title: Authorized Signatory

Address: 333 South Grand Avenue  
12<sup>th</sup> Floor  
Los Angeles, California 90071

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS

The following Trademarks are assigned to Mad Engine Global, LLC pursuant to the Intellectual Property Assignment Agreement dated as of the date hereof:

*[See Attached]*



1. Trademarks

Country:	Mark:	Serial No.:	Reg. No.:
US	SKY & OCEAN	87233471	
US	ME 87	86456768	4958214
US	GLITTER PARTY	86456450	4776398
US	MAD CRUSH	86456717	4768631
US	WHAT DOES THE FOX SAY?	86094752	4647805
US	FLAPPY BIRD	86189170	
US	MAD ENGINE (Stylized and design)	78769635	3158685
US	MAD ENGINE	87414535	5334995
US	DOE	85842986	4750313
US	MF	85336759	4080207
US	MINI FINE	78940168	3447018
US	MUSTACHE BRIGADE	77531973	3554143
US	MIGHTY FINE	76016985	2772876
US	FINE	75647898	2650950
US	WELOVEFINE	86106707	4551338
US	MÊME	88584583	
US	SANI+PAK	88856084	
US	SANIPAK	88856013	
US	HOODIE HERO	88897173	
US	NEFF and Design	90238531	
US	L (Stylized)	78726559	3946039
US	L R G	78643716	3946034
US	RESEARCH	85810795	5186705
US	HUSTLE TREES	85656173	4649591
US	STAY LIFTED	85513977	4615772
US	LFTD CLOTHING	85481203	4597551
US	HUSTLE TREES	85980389	4452641
US	LIFTED RESEARCH GROUP	78724712	3881735
US	LUXIRIE	78724724	3848998
US	MISCELLANEOUS DESIGN (Old tree)	78726549	3865959
US	LUX IRIE	78619472	3839357
US	MISCELLANEOUS DESIGN (New tree)	78726542	3833081
US	LIFTED RESEARCH GROUP	78643708	3808565
US	L R G	78619514	3753322
US	LIFTED RESEARCH GROUP	78726535	3738210
US	MISCELLANEOUS DESIGN (New tree)	78726546	3703616
US	L (Stylized and heart design)	78726566	3703618
US	MISCELLANEOUS DESIGN (Old tree)	78726554	3703617
US	L R G	78724708	4060797
US	MISCELLANEOUS DESIGN (New Tree)	78284069	2958307
US	LRG (Stylized)	77975766	4122298
US	MISCELLANEOUS DESIGN (New tree in circle)	77173622	3886593
US	MISCELLANEOUS DESIGN (Old tree)	77174975	3931281
US	MISCELLANEOUS DESIGN (New Tree)	77174970	3931280
US	MISCELLANEOUS DESIGN (Heart)	77478538	3928909
US	LRG (Stylized)	77173650	3925827

US	L (Stylized-Sideway)	77144774	3920012
US	L (Stylized)	77265167	3990327
US	LRG (Stylized)	77174963	4074404
US	LR GEANS (Stylized)	77173569	3886592
US	MISCELLANEOUS DESIGN (Old tree)	76200608	2506859
US	L R G	75804445	2633832
US	LIFTED RESEARCH GROUP	75804444	2513951
US	OMIT (Stylized and design)	85393237	4641515
US	LRGIRLS	88002689	
US	LIFTED RESEARCH GROUP	88116731	
US	LRG	88116732	
US	NEW TREE IN CIRCLE DESIGN ONLY	88116734	
US	LRG SCRIPT	88116736	
US	DESIGN ONLY	85254780	4637451
US	N and Design	86876886	5039825
US	FOREVER FUN	86010573	4708953
US	NEFF LAND	86446979	4768269
US	NEFF HOPE	86446922	4768268
US	NEFF HOPE	86446794	4768267
US	N377 (Stylized)	86010818	4591489
US	MISCELLANEOUS DESIGN (Head of girl)	86025087	4488595
US	MISCELLANEOUS DESIGN (Head of boy)	77504183	3569673
US	NEFF (Stylized and design-head of boy)	77504013	3569666
US	NEFF	77501610	3660069
US	NEFF	77921606	4129148

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADEMARK LICENSES GRANTED BY BORROWER

None.



