

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM C/A

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

- Form C: Offering Statement
 Form C-U: Progress Update
 Form C/A: Amendment to Offering Statement
 Check box if Amendment is material and investors must reconfirm within five business days.
 Form C-AR/A: Amendment to Annual Report
 Form C-TR: Termination of Reporting

Name of Issuer:

Skybound Holdings LLC

Describe the Nature of the Amendment:

Reduction of Minimum Individual Purchase Amount and clarification of Offering Deadline

Legal status of Issuer:

Form:

Limited Liability Company

Jurisdiction of Organization:

Delaware

Date of Organization:

December 14, 2016

Physical Address of Issuer:

9570 West Pico Boulevard, Los Angeles, California 90035

Website of Issuer:

<https://www.skybound.com/>

Is there a co-issuer? ___ yes X no.

Name of Intermediary through which the Offering will be Conducted:

OpenDeal Portal LLC dba Republic

CIK Number of Intermediary:

0001751525

SEC File Number of Intermediary:

007-00167

CRD Number of Intermediary:

283874

Amount of compensation to be paid to the Intermediary, whether as a percentage of the Offering amount or as a dollar amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the Offering, including the amount of referral and any other fees associated with the Offering:

The Issuer has paid the Intermediary a one-time onboarding fee of five thousand dollars (\$5,000.00) in connection with this Offering. At the conclusion of the Offering, the Issuer shall pay the Intermediary a fee of six percent (6%) of the first two million dollars (\$2,000,000.00) raised in the Offering and five percent (5%) of the dollar amount raised in the Offering in excess of two million dollars (\$2,000,000.00).

Any other direct or indirect interest in the Issuer held by the Intermediary, or any arrangement for the Intermediary to acquire such an interest:

The Intermediary will also receive compensation in the form of securities equal to two percent (2%) of the total dollar amount raised in the Offering.

Type of Security Offered:

Crowd SAFE (Simple Agreement for Future Equity)

Target Number of Securities to be Offered:

50,000

Price (or Method for Determining Price):

\$1.00

Target Offering Amount:

\$50,000

Oversubscriptions Accepted:

- Yes
 No

Oversubscriptions will be Allocated:

- Pro-rata basis
 First-come, first-served basis
 Other: At the Intermediary's discretion

Maximum Offering Amount (if different from Target Offering Amount):

\$5,000,000

Deadline to reach the Target Offering Amount:

11:59 p.m., Pacific time, on April 29, 2024

If the sum of the investment commitments does not equal or exceed the target offering amount at the deadline to reach the target offering amount, no Securities will be sold in the Offering, investment commitments will be canceled and committed funds will be returned.

Current Number of Employees:

158 full-time employees and 2 part-time employees

	Most recent fiscal year-end (2022)	Prior fiscal year-end (2021)
Total Assets	\$144,118,644	\$60,011,768
Cash & Cash Equivalents	\$26,471,217	\$20,901,009
Accounts Receivable	\$18,503,433	\$15,973,195
Short-term Debt	\$58,715,384	\$15,999,496
Long-term Debt¹	\$9,495,006	\$3,604,869
Revenues/Sales	\$107,589,467	\$64,386,320
Cost of Revenue	\$65,875,704	\$33,863,197
Income Taxes Paid	\$8,319,502	\$2,347,149
Net Income	\$29,921,686	\$9,028,875

The jurisdictions in which the Issuer intends to offer the securities:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, U.S., Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, and Northern Mariana Islands

¹ Includes long-term lease liability, deferred tax liability and long-term deferred revenue.

Skybound Holdings LLC



A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any Securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.

These Securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these Securities are exempt from registration.

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK THAT MAY NOT BE APPROPRIATE FOR ALL INVESTORS. THERE ARE ALSO SIGNIFICANT UNCERTAINTIES ASSOCIATED WITH AN INVESTMENT IN THIS OFFERING AND THE SECURITIES. THE SECURITIES OFFERED HEREBY ARE NOT PUBLICLY TRADED. THERE IS NO PUBLIC MARKET FOR THE SECURITIES AND ONE MAY NEVER DEVELOP. AN INVESTMENT IN THIS OFFERING IS HIGHLY SPECULATIVE. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME AND WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE THE SECTION OF THIS FORM C/A TITLED "RISK FACTORS".

THE SECURITIES OFFERED HEREBY WILL HAVE TRANSFER RESTRICTIONS. NO SECURITIES MAY BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF BY ANY INVESTOR EXCEPT PURSUANT TO RULE 501 OF REGULATION CF. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES MAY HAVE FURTHER TRANSFER RESTRICTIONS NOT PROVIDED FOR BY FEDERAL, STATE OR FOREIGN LAW.

NO ONE SHOULD CONSTRUE THE CONTENTS OF THIS FORM C/A AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO YOUR PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT THEIR OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THEIR INVESTMENT.

THIS OFFERING IS ONLY EXEMPT FROM REGISTRATION UNDER THE LAWS OF THE UNITED STATES AND ITS TERRITORIES. NO OFFER IS BEING MADE IN ANY JURISDICTION NOT LISTED ABOVE. PROSPECTIVE INVESTORS ARE SOLELY RESPONSIBLE FOR DETERMINING THE PERMISSIBILITY OF THEIR PARTICIPATING IN THIS OFFERING, INCLUDING OBSERVING ANY OTHER REQUIRED LEGAL FORMALITIES AND SEEKING CONSENT FROM THEIR LOCAL REGULATOR, IF NECESSARY. THE INTERMEDIARY FACILITATING THIS OFFERING IS LICENSED AND REGISTERED SOLELY IN THE UNITED STATES AND HAS NOT SECURED, AND HAS NOT SOUGHT TO SECURE, A LICENSE OR WAIVER OF THE NEED FOR SUCH LICENSE IN ANY OTHER JURISDICTION. THE ISSUER, THE ESCROW AGENT AND THE INTERMEDIARY, EACH RESERVE THE RIGHT TO REJECT ANY INVESTMENT COMMITMENT MADE BY ANY PROSPECTIVE INVESTOR, WHETHER FOREIGN OR DOMESTIC.

SPECIAL NOTICE TO FOREIGN INVESTORS

INVESTORS OUTSIDE OF THE UNITED STATES, TAKE NOTICE IT IS EACH INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. WE RESERVE THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

NOTICE REGARDING THE ESCROW AGENT

THE ESCROW AGENT SERVICING THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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ABOUT THIS FORM C/A

You should rely only on the information contained in this Form C/A. We have not authorized anyone to provide any information or make any representations other than those contained in this Form C/A, and no source other than OpenDeal Portal LLC dba Republic (the “**Intermediary**”) has been authorized to host this Form C/A and the Offering. If anyone provides you with different or inconsistent information, you should not rely on it. We are not offering to sell, nor seeking offers to buy, the Securities (as defined below) in any jurisdiction where such offers and sales are not permitted. The information contained in this Form C/A and any documents incorporated by reference herein is accurate only as of the date of those respective documents, regardless of the time of delivery of this Form C/A or the time of issuance or sale of any Securities.

Statements contained herein as to the content of any agreements or other documents are summaries and, therefore, are necessarily selective and incomplete and are qualified in their entirety by the actual agreements or other documents. Prior to the consummation of the purchase and sale of the Securities, the Issuer will afford prospective Investors (defined below) an opportunity to ask questions of, and receive answers from, the Issuer and its management concerning the terms and conditions of this Offering and the Issuer. Potential purchasers of the Securities are referred to herein as “**Investors**” or “**you**”. Skybound Holdings LLC is referred to herein as the “**Issuer**” or “**we**”.

In making an investment decision, you must rely on your own examination of the Issuer and the terms of the Offering, including the merits and risks involved. The statements of the Issuer contained herein are based on information believed to be reliable; however, no warranty can be made as to the accuracy of such information or that circumstances have not changed since the date of this Form C/A. For example, our business, financial condition, results of operations, and prospects may have changed since the date of this Form C/A. The Issuer does not expect to update or otherwise revise this Form C/A or any other materials supplied herewith.

This Form C/A is submitted in connection with the Offering described herein and may not be reproduced or used for any other purpose.

CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

This Form C/A and any documents incorporated by reference herein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this Form C/A are forward-looking statements. Forward-looking statements give our current reasonable expectations and projections regarding our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this Form C/A and any documents incorporated by reference herein are based on reasonable assumptions we have made in light of our industry experience, perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you read and consider this Form C/A, you should understand that these statements are not guarantees of performance or results. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Investors are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statements made in this Form C/A or any documents incorporated by reference herein are accurate only as of the date of those respective documents. Except as required by law, we undertake no obligation to publicly update any forward-looking statements for any reason after the date of this Form C/A or to conform these statements to actual results or to changes in our expectations.

THE OFFERING AND THE SECURITIES

The Offering

The Issuer is offering a minimum amount of \$50,000 (the “**Target Offering Amount**”) and up to a maximum amount of \$5,000,000 (the “**Maximum Offering Amount**”) of Crowd SAFE (Simple Agreement for Future Equity) (the “**Securities**”) on a best efforts basis as described in this Form C/A (this “**Offering**”). The Minimum Individual Purchase Amount is \$100 and the Maximum Individual Purchase Amount is \$5,000,000. The Issuer reserves the right to amend the Minimum Individual Purchase Amount and Maximum Individual Purchase Amount, in its sole discretion. In particular, the Issuer may elect to participate in one of the Intermediary’s special investment programs and may offer alternative Minimum Individual Purchase Amounts and Maximum Individual Purchase Amounts to Investors participating in such programs without notice. The Issuer must raise an amount equal to or greater than the Target Offering Amount by 11:59 p.m., Pacific time, on April 29, 2024 (the “**Offering Deadline**”). Unless the Issuer receives investment commitments, which are fully paid for and meet all other requirements set by this Offering, in an amount not less than the Target Offering Amount by the Offering Deadline, no Securities will be sold in this Offering, all investment commitments will be canceled and all committed funds will be returned.

The price of the Securities was determined arbitrarily, does not necessarily bear any relationship to the Issuer’s asset value, net worth, revenues or other objective established criteria of value, and should not be considered indicative of the actual value of the Securities.

In order to purchase the Securities, you must make a commitment to purchase by completing the subscription process hosted by the **Intermediary** (as defined above), including complying with the Intermediary’s know your customer (KYC) and anti-money laundering (AML) policies. **If an Investor makes an investment commitment under a name that is not their legal name, they may be unable to redeem their Security indefinitely, and neither the Intermediary nor the Issuer are required to correct any errors or omissions made by the Investor.**

Investor funds will be held in escrow with a qualified third party escrow agent meeting the requirements of Regulation CF (“**Escrow Agent**”) until the Target Offering Amount has been met or exceeded and one or more closings occur. Investors may cancel an investment commitment until up to 48 hours prior to the Offering Deadline or an intermediate close, using the cancellation mechanism provided by the Intermediary. **Investors using a credit card to invest must represent and warrant to cancel any investment commitment(s) by submitting a request through the Intermediary at least 48 hours prior to the Offering Deadline, instead of attempting to claim fraud or claw back their committed funds. If the investor does not cancel an investment commitment before the 48-hour period prior to the Offering Deadline, the funds will be released to the Issuer and the investor will receive their Securities.**

The Issuer will notify Investors when the Target Offering Amount has been reached through the Intermediary. If the Issuer reaches the Target Offering Amount prior to the Offering Deadline, it may close the Offering early *provided* (i) the expedited Offering Deadline must be twenty-one (21) days from the time the Offering was opened, (ii) the Intermediary must provide at least five (5) business days’ notice prior to the expedited Offering Deadline to the Investors and (iii) the Issuer continues to meet or exceed the Target Offering Amount on the date of the expedited Offering Deadline.

The Deal Page

A description of our products, services and business plan can be found on the Issuer’s profile page on the Intermediary’s website under <https://republic.com/skyboundcf> (the “**Deal Page**”). The Deal Page can be used by prospective Investors to ask the Issuer questions and for the Issuer to post immaterial updates to this Form C/A as well as make general announcements. You should view the Deal Page at the time you consider making an investment commitment. Updates on the status of this Offering can also be found on the Deal Page.

Material Changes

If any material change occurs related to the Offering prior to the current Offering Deadline the Issuer will provide notice to Investors and receive reconfirmations from Investors who have already made commitments. If an Investor does not reconfirm their investment commitment after a material change is made to the terms of the Offering within five (5) business days of receiving notice, the Investor’s investment commitment will be canceled and the committed funds will be returned without interest or deductions.

Intermediate Closings

In the event an amount equal to two (2) times the Target Offering Amount is committed and meets all required terms of the Offering prior to the Offering Deadline on such date or such later time the Issuer designates pursuant to Rule 304(b) of Regulation CF, the Issuer may conduct the first of multiple closings of the Offering early, *provided* (i) the early closing date must be twenty-one (21) days from the time the Offering opened and (ii) that all Investors will receive notice of such early closing date at least five (5) business days prior to such new offering deadline (absent a material change that would require an extension of the Offering and reconfirmation of all investment commitments). Investors who committed on the date such notice is provided or prior to the issuance of such notice will be able to cancel their investment commitment until 48 hours before such early closing date.

If the Issuer conducts an initial closing (the “**Initial Closing**”), the Issuer agrees to only withdraw seventy percent (70%) of the proceeds that are in escrow and will only conduct such Initial Closing if there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of the Initial Closing. The Issuer may only conduct another close (a “**Subsequent Closing**”) before the Offering Deadline if the amount of investment commitments made as of the date of such Subsequent Closing exceeds two times the Target Offering Amount as of the date of the Initial Closing and there are more than twenty-one (21) days remaining before the Offering Deadline as of the date of such Subsequent Closing.

Any investment commitments received after an intermediate closing will be released to the Issuer upon a subsequent closing and the Investor will receive evidence of the Securities via electronic certificate/PDF in exchange for their investment commitment as soon as practicable thereafter.

The Issuer has agreed to return all funds to Investors in the event a Form C-W is ultimately filed in relation to this Offering, regardless of whether multiple closings are conducted.

Investment commitments are not binding on the Issuer until they are accepted by the Issuer, which reserves the right to reject, in whole or in part, in its sole and absolute discretion, any investment commitment. If the Issuer rejects all or a portion of any investment commitment, the applicable prospective Investor’s funds will be returned without interest or deduction.

The Securities

We request that you please review this Form C/A and the Instrument attached as Exhibit B (hereinafter referred to as the “**Form of Crowd Safe**”), in conjunction with the following summary information. For the purposes of this “The Securities” section, capitalized terms not otherwise defined herein shall have the meaning assigned to such term in the Form of Crowd Safe.

Not Currently Equity Interests

The Securities are not currently equity interests in the Issuer and merely provide a right to receive equity at some point in the future upon the occurrence of certain events (which may or may not occur).

Dividends and/or Distributions

The Securities do not entitle Investors to any dividends. Prior to the conversion of the Securities on the terms specified in the Form of Crowd SAFE, the Securities do not entitle Investors to any distributions. If the Securities are converted into Common Interests, Investors will not be entitled to receive any distributions upon conversion unless the Issuer elects to pay distributions to holders of Common Interests.

Nominee

The Nominee (as defined below) will act on behalf of the Investors as their agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee’s sole discretion, to take custody of any securities acquired upon conversion of the Securities. The Nominee

will take direction from a pre-disclosed party selected by the Issuer and designated below on any matter in which affects the Investors' economic rights. The Nominee is not a fiduciary to the Investors and the Investors agree to indemnify the Nominee per the terms of the Security.

Offering Periods

Investors will be eligible for certain terms of the Securities based on the timing of their investment. Accordingly, the timing of an Investors' investment will dictate the set of Valuation Cap and Discount terms applicable to their Securities ("**Valuation Cap**" and "**Discount**" shall have the meaning assigned to each in the Form of Crowd Safe). In order to receive any of the corresponding sets of Valuation Cap and Discount terms, an Investor must submit a single investment that meets the Minimum Individual Purchase Amount within the applicable offering period, as detailed below and in the Form of Crowd Safe.

Discount

The Discount that Investors are eligible for will be as follows: (1) twenty percent (20%) during the period commencing on the filing date of the initial Form C filed with the United States Securities and Exchange Commission ("**SEC**") in connection with this Offering for the issuance of the Securities and ending on April 10, 2024 at 11:59 p.m. Pacific Time ("**Offering Period 1**"); (2) fifteen percent (15%) during the period commencing on April 11, 2024 at 12:00 a.m. Pacific Time and ending on April 14, 2024 at 11:59 p.m. Pacific Time ("**Offering Period 2**"); and (3) ten percent (10%) during the period commencing on April 15, 2024 at 12:00 a.m. Pacific Time and ending upon the close of this Offering on the Offering Deadline or at upon any close of this Offering prior to the Offering Deadline ("**Offering Period 3**").

Valuation Cap

The Valuation Caps Investors are eligible for will be as follows: \$600,000,000 during Offering Period 1 and Offering Period 2; and (2) \$650,000,000 during Offering Period 3.

Conversion

Upon the next sale (or series of related sales) by the Issuer of its Capital Interests to one or more third parties following the date of the Securities with the principal purpose of raising capital (each an "**Equity Financing**"), the Securities are convertible into units of Common Interests on the terms that correspond to the Offering Period (Offering Period 1, Offering Period 2, and Offering Period 3, hereinafter collectively referred to as "**Offering Periods**") applicable to the Investor, at the option of the Issuer.

Conversion Upon the First Equity Financing

If the Issuer elects to convert the Securities upon the first Equity Financing following the issuance of the Securities, the Investor will receive the number of Common Interests equal to the greater of the quotient obtained by dividing the amount the Investor paid for the Securities (the "**Purchase Amount**") by (a) or (b) immediately below:

(a) the quotient of the applicable Valuation Cap divided by the aggregate number of issued and outstanding capital interests, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including convertible preferred interests and all outstanding vested or unvested options or warrants to purchase capital interests, but excluding (i) capital interests reserved for future issuance under any equity incentive or similar plan, (ii) convertible promissory notes, (iii) any Simple Agreements for Future Equity, including the Securities (collectively, "**SAFEs**"), and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or **SAFEs**;

OR

(b) the price per unit of the securities sold in such Equity Financing multiplied by the sum of one hundred percent (100%) minus the applicable Discount.

Such conversion price shall be deemed the "**First Equity Financing Price**".

Conversion After the First Equity Financing

If the Issuer elects to convert the Securities upon an Equity Financing other than the first Equity Financing following the issuance of the Securities, at the Issuer's discretion the Investor will receive, the number of Common Interests equal to the quotient obtained by dividing (a) the Purchase Amount by (b) the First Equity Financing Price.

Conversion Upon a Liquidity Event Prior to an Equity Financing

In the case of the Issuer's undergoing an **IPO** (as defined below) of its Capital Interests or a **Change of Control** (as defined below) of the Issuer (either of these events, a "**Liquidity Event**") prior to the termination of the Securities and before any Equity Financing, the Investor will receive, at its option and within thirty (30) days of receiving notice (whether actual or constructive), either (i) a cash payment equal to the Purchase Amount subject to the following paragraph (the "**Cash Out Option**") or (ii) a number of Common Interests of the Issuer equal to the Purchase Amount divided by the quotient of (a) the applicable Valuation Cap divided by (b) the number, as of immediately prior to the Liquidity Event, of the Issuer's Capital Interests outstanding (on an as-converted basis), assuming the exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (w) Capital Interests reserved for future issuance under any equity incentive or similar plan; (x) any SAFEs; (y) convertible promissory notes; and (z) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

In connection with the Cash Out Option, the Purchase Amount (or a lesser amount as described below) will be due and payable by the Issuer to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investors and the holders of other SAFEs (collectively, the "**Cash-Out Investors**") in full, then all of the Issuer's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

"**Change of Control**" as used above, means (i) a transaction or series of related transactions in which any person or group becomes the beneficial owner of more than fifty percent (50%) of the outstanding voting securities entitled to elect the Issuer's board of managers, (ii) any reorganization, merger or consolidation of the Issuer, in which the outstanding voting security holders of the Issuer fail to retain at least a majority of such voting securities following such transaction or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Issuer.

"**IPO**" as used above, means: (A) the completion of an underwritten initial public offering of Capital Interests by the Issuer pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Capital Interests by the Issuer to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Issuer's initial listing of its Capital Interests (other than Capital Interests not eligible for resale under Rule 144 under the Securities Act) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Issuer with the SEC that registers existing Capital Interests of the Issuer for resale, as approved by the Issuer's manager(s) (or board of directors if the Issuer becomes a corporation), where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Interests of the Issuer.

Conversion Upon a Liquidity Event Following an Equity Financing

In the case of a Liquidity Event prior to the termination of the Securities but following any Equity Financing, the Investor will receive, at its option and within thirty (30) days of receiving notice (whether actual or constructive), either (i) the Cash Out Option or (ii) a number of units of Common Interests equal to the Purchase Amount divided by the First Equity Financing Price. Common Interests granted in connection therewith shall have the same liquidation rights and preferences as all the other units of Common Interests.

If there are not enough funds to pay the Investors and the other Cash-Out Investors in full, then all of the Issuer's available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

If the Issuer's manager(s) (or board of directors if the Issuer becomes a corporation) determines in good faith that delivery of Common Interests to the Investor pursuant to the Liquidity Event paragraphs above would violate

applicable law, rule or regulation, then the Issuer shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such Common Interests, as determined in good faith by the Issuer's manager(s) (or board of directors if the Issuer becomes a corporation).

Dissolution

If there is a **Dissolution Event** (as defined below) before the Securities terminate, subject to the preferences applicable to any series of Preferred Interests then outstanding, the Issuer will distribute all proceeds legally available for distribution with equal priority among the (i) holders of the Securities (on an as converted basis based on a valuation of Common Interests as determined in good faith by the Issuer's manager(s) (or board of directors if the Issuer becomes a corporation) at the time of the Dissolution Event), (ii) all other holders of instruments sharing in the distribution of proceeds of the Issuer at the same priority as holders of Common Interests upon a Dissolution Event and (iii) all holders of Common Interests.

A "**Dissolution Event**" means (i) a voluntary termination of operations by the Issuer, (ii) a general assignment for the benefit of the Issuer's creditors or (iii) any other liquidation, dissolution or winding up of the Issuer (excluding a Liquidity Event), whether voluntary or involuntary.

Termination

The Securities terminate (without relieving the Issuer or the Investor of any obligations arising from a prior breach of or non-compliance with the Securities) upon the earlier to occur of: (i) the issuance of Common Interests in the converted securities to the Investor pursuant to the conversion provisions of the Crowd SAFE agreement or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to a Liquidity Event or a Dissolution Event.

Voting and Control

Neither the Securities nor any Common Interests issuable upon the conversion of the Securities have voting rights unless otherwise provided for by the Issuer. In addition, to facilitate the Offering Crowd SAFE Investors being able to act together and cast a vote as a group, to the extent any securities acquired upon conversion of the Securities confer the holder with voting rights (whether provided by the Issuer's governing documents or by law), the Nominee (as defined below) will act on behalf of the holders as agent and proxy in all respects. The Nominee will vote consistently at the direction of the Chief Executive Officer of the Issuer. ("**Nominee Designee**").

The Issuer and its members are subject to a Sixth Amended and Restated Limited Liability Company Operating Agreement, dated as of June 4, 2021 (as so amended and restated, the "**Amended and Restated Operating Agreement**"). Among other things, the Amended and Restated Operating Agreement provides for certain provisions relating to (i) authorized classes of Capital Interests (as defined below), (ii) distributions and allocations; (iii) management, including the authority and appointment of managers; and (vi) transferability and rights of each class of Capital Interests. Further, the Amended and Restated Operating Agreement includes a "Voting Agreement" provision whereby in relevant part, the Members (in accordance with the Amended and Restated Operating Agreement, each person or non-person, in good standing with the Issuer, who has been admitted to the Issuer as a member, or permissible assignee of the voting rights of a Member, each a "**Member**," and collectively the "**Members**") agree that each Member shall vote, in the form applicable to any such vote for these purposes, all of such Member's voting rights conferred by any securities that they own in the Issuer and shall take all other actions reasonably necessary or desirable within such Member's control, and any take any and all necessary further actions consistent with that intent, to ensure that the Appointed Managers (as defined in the Amended and Restated Operating Agreement) shall each be elected to the board of managers of the Issuer.

Other than as set forth in the Amended and Restated Operating Agreement, as described above, the Issuer does not have any other voting agreements in place.

Anti-Dilution Rights

The Securities do not have anti-dilution rights, which means that future equity issuances and other events will dilute the ownership percentage that Investors may eventually have in the Issuer.

Restrictions on Transfer

Any Securities sold pursuant to Regulation CF being offered may not be transferred by any Investor of such Securities during the one-year holding period beginning when the Securities were issued, unless such Securities are transferred: (1) to the Issuer; (2) to an accredited investor, as defined by Rule 501(d) of Regulation D promulgated under the Securities Act; (3) as part of an IPO; or (4) to a member of the family of the Investor or the equivalent, to a trust controlled by the Investor, to a trust created for the benefit of a member of the family of the Investor or the equivalent, or in connection with the death or divorce of the Investor or other similar circumstances. "Member of the family" as used herein means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother/father/daughter/son/sister/brother-in-law, and includes adoptive relationships. Each Investor should be aware that although the Securities may legally be able to be transferred, there is no guarantee that another party will be willing to purchase them.

In addition to the foregoing restrictions, prior to making any transfer of the Securities or any capital interests into which they are convertible, such transferring Investor must either make such transfer pursuant to an effective registration statement filed with the SEC or provide the Issuer with an opinion of counsel reasonably satisfactory to the Issuer stating that a registration statement is not necessary to effect such transfer. Notwithstanding the foregoing, the Amended and Restated Operating Agreement imposes certain transfer restrictions on each class of interests. For more information on the rights of each class of interest, see the "Capitalization, Debt, and Ownership" section below.

In addition, the Investor may not transfer the Securities or any Common Interests into which they are convertible to any of the Issuer's competitors, as determined by the Issuer in good faith.

Furthermore, upon the event of an IPO, the capital interests into which the Securities are converted will be subject to a lock-up period and may not be lent, offered, pledged, or sold for up to 180 days following such IPO.

If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the Terms of the Securities, the Nominee has the right to place interests received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the Common Interests derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services.

Other Material Terms

- The Issuer does not have the right to repurchase the Securities.
- The Securities do not have a stated return or liquidation preference.

COMMISSION AND FEES

Cash Commission

At the conclusion of the Offering, the Issuer shall pay the Intermediary a fee of six percent (6%) of the first two million dollars (\$2,000,000.00) raised in the Offering and five percent (5%) of the dollar amount raised in the Offering in excess of two million dollars (\$2,000,000.00).

Other Compensation

The Issuer has paid the Intermediary a one-time onboarding fee of five thousand dollars (\$5,000.00) in connection with this Offering. The Intermediary will also receive compensation in the form of the Securities equal to two percent (2%) of the total dollar amount raised in the Offering. The total number of Securities outstanding after the Offering is subject to increase in an amount equal to the Intermediary's fee of two percent (2%) of the Securities issued in this Offering.

RISK FACTORS

Investing in the Securities involves a high degree of risk and may result in the loss of your entire investment. Before making an investment decision with respect to the Securities, we urge you to carefully consider the risks described in this section and other factors set forth in this Form C/A. In addition to the risks specified below, the Issuer is subject to the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. Prospective Investors should consult with their legal, tax and financial advisors prior to making an investment in the Securities. The Securities should only be purchased by persons who can afford to lose all of their investment.

Risks Related to the Issuer's Business and Industry

The amount of capital the Issuer is attempting to raise in this Offering may not be enough to sustain the Issuer's current business plan.

In order to achieve the Issuer's near and long-term goals, the Issuer may need to procure funds in addition to the amount raised in the Offering. There is no guarantee the Issuer will be able to raise such funds on acceptable terms or at all. If we are not able to raise sufficient capital in the future, we may not be able to execute our business plan, our continued operations will be in jeopardy and we may be forced to cease operations and sell or otherwise transfer all or substantially all of our remaining assets, which could cause an Investor to lose all or a portion of their investment.

We may face potential difficulties in obtaining capital.

We may have difficulty raising needed capital in the future as a result of, among other factors, our lack of revenues from sales, as well as the inherent business risks associated with our Issuer and present and future market conditions. We may require additional funds to execute our business strategy and conduct our operations. If adequate funds are unavailable, we may be required to delay, reduce the scope of or eliminate one or more of our research, development or commercialization programs, product launches or marketing efforts, any of which may materially harm our business, financial condition and results of operations.

We may implement new lines of business or offer new products and services within existing lines of business.

As an expanding company, we may implement new lines of business at any time. There are substantial risks and uncertainties associated with these efforts, particularly in instances where the markets are not fully developed. In developing and marketing new lines of business and/or new products and services, we may invest significant time and resources. Initial timetables for the introduction and development of new lines of business and/or new products or services may not be achieved, and price and profitability targets may not prove feasible. We may not be successful in introducing new products and services in response to industry trends or developments in technology, or those new products may not achieve market acceptance. As a result, we could lose business, be forced to price products and services on less advantageous terms to retain or attract clients or be subject to cost increases. As a result, our business, financial condition or results of operations may be adversely affected.

We rely on various intellectual property rights, including trademarks, in order to operate our business.

The Issuer relies on certain intellectual property rights to operate its business. The Issuer's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade

secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our patent rights, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. The law relating to the scope and validity of claims in the technology field in which we operate is still evolving and, consequently, intellectual property positions in our industry are generally uncertain. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

The Issuer depends on the experience and skill of its executive officers and key employees to maintain its competitive position.

The ability of the Issuer to maintain its competitive position depends, to a large degree, on the services of the Issuer's management team and managers. The loss or diminution in the services of members of the management team or an inability to attract, retain and maintain additional management personnel could have a material adverse effect on the Issuer's financial performance. Competition for personnel with relevant expertise is intense because of the small number of qualified individuals, and that competition may seriously affect the Issuer's ability to retain its existing management and attract additional qualified management personnel, which could have a significant adverse impact on the Issuer's financial performance.

Although dependent on certain key personnel, the Issuer does not have any key person life insurance policies on any such people.

We are dependent on certain key personnel in order to conduct our operations and execute our business plan, however, the Issuer has not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of these personnel die or become disabled, the Issuer will not receive any compensation to assist with such person's absence. The loss of such person could negatively affect the Issuer and our operations. We have no way to guarantee key personnel will stay with the Issuer, as many states do not enforce non-competition agreements, and therefore acquiring key man insurance will not ameliorate all of the risk of relying on key personnel.

Damage to our reputation could negatively impact our business, financial condition and results of operations.

Our reputation and the quality of our brand are critical to our business and success in existing markets, and will be critical to our success as we enter new markets. Any incident that erodes consumer loyalty for our brand could significantly reduce its value and damage our business. We may be adversely affected by any negative publicity, regardless of its accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction.

Our business could be negatively impacted by cyber security threats, attacks and other disruptions.

We continue to face advanced and persistent attacks on our information infrastructure where we manage and store various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that we produce or procure from third-parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could

cause breaches of data security, loss of critical data and performance delays, which in turn could adversely affect our business.

Security breaches of confidential customer information, in connection with our electronic processing of credit and debit card transactions, or confidential employee information may adversely affect our business.

Our business requires the collection, transmission and retention of personally identifiable information, in various information technology systems that we maintain and in those maintained by third parties with whom we contract to provide services. The integrity and protection of that data is critical to us. The information, security and privacy requirements imposed by governmental regulation are increasingly demanding. Our systems may not be able to satisfy these changing requirements and customer and employee expectations, or may require significant additional investments or time in order to do so. A breach in the security of our information technology systems or those of our service providers could lead to an interruption in the operation of our systems, resulting in operational inefficiencies and a loss of profits. Additionally, a significant theft, loss or misappropriation of, or access to, customers' or other proprietary data or other breach of our information technology systems could result in fines, legal claims or proceedings.

The use of Individually identifiable data by our business, our business associates and third parties is regulated at the state, federal and international levels.

The regulation of individual data is changing rapidly, and in unpredictable ways. A change in regulation could adversely affect our business, including causing our business model to no longer be viable. Costs associated with information security – such as investment in technology, the costs of compliance with consumer protection laws and costs resulting from consumer fraud – could cause our business and results of operations to suffer materially. Additionally, the success of our online operations depends upon the secure transmission of confidential information over public networks, including the use of cashless payments. The intentional or negligent actions of employees, business associates or third parties may undermine our security measures. As a result, unauthorized parties may obtain access to our data systems and misappropriate confidential data. There can be no assurance that advances in computer capabilities, new discoveries in the field of cryptography or other developments will prevent the compromise of our customer transaction processing capabilities and personal data. If any such compromise of our security or the security of information residing with our business associates or third parties were to occur, it could have a material adverse effect on our reputation, operating results and financial condition. Any compromise of our data security may materially increase the costs we incur to protect against such breaches and could subject us to additional legal risk.

The Issuer is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies.

The Issuer may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. As a privately-held (non-public) issuer, the Issuer is currently not subject to the Sarbanes Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Issuer's financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Issuer of such compliance could be substantial and could have a material adverse effect on the Issuer's results of operations.

We operate in a highly regulated environment, and if we are found to be in violation of any of the federal, state, or local laws or regulations applicable to us, our business could suffer.

We are also subject to a wide range of federal, state, and local laws and regulations, such as local licensing requirements, and retail financing, debt collection, consumer protection, environmental, health and safety, creditor, wage-hour, anti-discrimination, whistleblower and other employment practices laws and regulations and we expect these costs to increase going forward. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against us, which may include fines, a cease and desist order against the subject operations or even revocation or suspension of our license to operate the subject business. As a result, we have incurred and will continue to incur capital and operating expenditures and other costs to comply with these requirements and laws and regulations.

The Issuer may be unable to maintain brand awareness to the extent necessary to continue being profitable.

We believe developing and maintaining awareness of and consumer engagement with our brand in a cost-effective manner is critical to achieving widespread acceptance of our existing and future services and is an important element in attracting new customers and maintaining old customers. Successful promotion of our brand largely depends on the effectiveness of our marketing efforts and on our ability to provide attractive products at competitive prices. Our efforts to build our brand will involve significant expense. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses incurred in building our brand. If our efforts to promote and maintain our brand are not successful, we may fail to attract enough new customers and maintain old customers to the extent necessary to realize a sufficient return on our brand-building efforts, and our business could suffer.

The Issuer operates within a speculative industry.

Certain segments of the entertainment, media and communications industry are highly speculative and have historically involved a substantial degree of risk. For example, if a property is optioned by a studio, the option may not become exercised, or if exercised, a film may still not be made, or even if a film is made, the success of a particular film, video game, program or recreational attraction depends upon unpredictable and changing factors. Such factors include, among other things, the success of promotional efforts, the availability of alternative forms of entertainment and leisure time activities, general economic conditions, public acceptance and other tangible and intangible factors, many of which are beyond our control. Investors should consider the speculative nature of the industry in which we operate in prior to making an investment.

The Issuer's content may fail to achieve economic success.

We cannot guarantee the economic success of any of our products because such success depends on a variety of factors, none of which are not entirely within our control. Such factors include, among other things, the public's acceptance of the product, critical reviews, competing products on the market, the availability of distribution channels for our products, general economic conditions, and other tangible and intangible factors. If the Issuer's products fail to achieve economic success, the Issuer's financial performance will be negatively impacted, and so would the potential value of the Securities.

The distribution of our film and video games could be affected by rating restrictions that may limit their marketability and accessibility to wider audiences, thus potentially reducing our revenue.

Some of our films and video games contain mature content and themes and may be subject to ratings restrictions and censorship. Such restrictions and censorship could limit our ability to commercialize our films and video games. We cannot predict how the Motion Picture Association of America ("MPAA") or the Entertainment Software Rating Board ("ESRB") will rate our films and video games, respectively. Certain agreements we plan to obtain, including agreements with distribution companies, may be contingent upon our products ultimately receiving a rating classification from MPAA or ESRB no more restrictive than PG or E/E10+/T. Certain distributors may only offer marketing and advertising support for films and video games with certain classifications. If, for any reason, our films and video games do not receive ratings acceptable to such distributors, we may have fewer distribution venues available to us, and thus a smaller audience for our film and video games. Such an occurrence will reduce our revenues and overall profitability.

Additionally, censors in certain foreign jurisdictions might find elements of our films or video games to be objectionable. We may have to make revisions before exhibiting our films or offering our video games in such jurisdictions before their launch, which may further add to our expenses. Further, our films or video games may still be denied regardless of any revisions we make. Such occurrences will reduce our international revenues and overall profitability.

The Company relies on key talent in the entertainment industry, such as writers, actors and performers, for the success of its products.

The Company's film and television products feature creative input from writers and performances from entertainers. If such talent fails to fulfill their duties, the Company may bear additional costs to remedy such failures. Our loss of or inability to retain talent presents the risk of monetary loss for the Company. Additionally, there is no guarantee that performers will not engage in risky or uncomplimentary behaviors that damage the reputation of the Company. Such reputational harm may negatively affect the Company's financial performance.

The Issuer's financial success depends upon consumer reception of its products, which is difficult to predict.

The production and distribution of comic books, online publishing, television programs, motion pictures and other entertainment content are inherently risky businesses because the revenues we derive and our ability to distribute and license rights to our content depend primarily upon its acceptance by the public. Consumer reception of our products is difficult to predict. Audience tastes change frequently, and it is a challenge to anticipate what content will be successful at a certain point in time. In addition, the commercial success of our content also depends upon the quality and acceptance of competing programs, motion pictures and other content available or released into the marketplace at or near the same time. Other factors, including the availability of alternative forms of entertainment and leisure time activities, general economic conditions, piracy, digital and on-demand distribution and growing competition for consumer discretionary spending may also affect the audience for our content. Furthermore, the theatrical success of a film may impact not only the theatrical revenues we receive but also those from other distribution channels, such as from online streaming and video-on-demand and DVD sales. A poor theatrical performance may also impact our negotiating strength with distributors and retailers, resulting in less desirable product promotion. Ultimately, reduced public acceptance of our entertainment content can affect all of our revenue streams and may adversely impact our results of operations.

The Issuer's intellectual property rights could be unenforceable or ineffective, and the Issuer could also be subject to claims for intellectual property infringement.

One of the Issuer's most valuable assets is its intellectual property. Companies, organizations, or individuals, including competitors, may hold or obtain copyright, trademarks, or other proprietary rights that would prevent, limit, or interfere with the Issuer's ability to make, use, develop, sell, or market all or portions of its products, which would make it more difficult for the Issuer to operate its business. These third parties may have applied for, been granted, or obtained copyrights or trademarks that relate to intellectual property that competes with the Issuer's intellectual property, thereby requiring the Issuer to develop or obtain alternative products, or obtain appropriate licenses for such products, which may not be available on acceptable terms or at all. Such a circumstance may result in the Issuer's having to significantly increase development efforts and resources to redesign some of its products in order to safeguard the Issuer's competitive edge against competitors in the same industry. There is a risk that the Issuer's means of protecting its intellectual property rights may not be adequate, and weaknesses or failures in this area could adversely affect the Issuer's business or reputation, financial condition, and/or operating results.

From time to time, the Issuer may receive communications from holders of copyrights or trademarks regarding their proprietary rights. Companies holding copyrights or other intellectual property rights may bring suits alleging infringement of such rights or otherwise assert their rights and urge the Issuer to enter into licensing arrangements. In addition, if the Issuer is determined to have infringed upon a third party's intellectual property rights, the Issuer may be required to cease offering its products, pay substantial damages, seek a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms or at all, and/or establish and maintain alternative branding for the Issuer's products. The Issuer may also need to file lawsuits to protect its intellectual property rights from infringement from third parties, which could be expensive, and time-consuming; and could distract management's attention from its core operations.

There is a risk that the Issuer's compliance with personal information and data privacy laws in the United States and internationally may be inadequate or non-compliant.

The Issuer maintains personal information and data regarding its employees and parties it engages in the course of its business operations. The Issuer employs measures to ensure that it complies with the personal and data privacy laws in the U.S. regarding the collection, storage, transfer, and use of personal information and data. For instance, the Issuer engages outside counsel to ensure such compliance. However, there is no guarantee that the Issuer's measures will be adequate or fully compliant. Investors should be aware of the risk of the Issuer's non-compliance, which may lead to financial losses for the Issuer.

The Issuer relies on key talent in the entertainment industry, such as writers, actors and performers, for the success of its products.

The Issuer's film and television products feature creative input from writers and performances from entertainers. If such talent fails to fulfill their duties, the Issuer may bear additional costs to remedy such failures. Our loss of or inability to retain talent presents the risk of monetary loss for the Issuer. Additionally, there is no guarantee that

performers will not engage in risky or uncomplimentary behaviors that damage the reputation of the Issuer. Such reputational harm may negatively affect the Issuer's financial performance.

The Issuer is a limited liability company that has elected to be taxed as c-corporation.

The Issuer has filed Form 8832 and elected to be taxed as a c-corporation and has not elected to be taxed as a partnership. The Issuer may be found liable for defects in its Form 8832 or election as a c-corporation. The Issuer has not undertaken any steps to alter its taxation treatment as a c-corporation and may not elect to change its status for tax purposes as a c-corporation in the future and remain subject to the corresponding tax treatment.

The Issuer may enter into redemption transactions with certain of its Members in connection with this Offering and future equity financing transactions.

In connection with equity financing transactions by the Issuer from time to time, its beneficial owners of 20 percent or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, may each enter into various redemption agreements with the Issuer pursuant to which the Issuer redeems an aggregate amount of Common Interests equal to up to 12.5% of the aggregate amount raised in the applicable equity financing transaction.

Risks Related to the Offering

State and federal securities laws are complex, and the Issuer could potentially be found to have not complied with all relevant state and federal securities law in prior offerings of securities.

The Issuer has conducted previous offerings of securities and may not have complied with all relevant state and federal securities laws. If a court or regulatory body with the required jurisdiction ever concluded that the Issuer may have violated state or federal securities laws, any such violation could result in the Issuer being required to offer rescission rights to investors in such offering. If such investors exercised their rescission rights, the Issuer would have to pay to such investors an amount of funds equal to the purchase price paid by such investors plus interest from the date of any such purchase. No assurances can be given the Issuer will, if it is required to offer such investors a rescission right, have sufficient funds to pay the prior investors the amounts required or that proceeds from this Offering would not be used to pay such amounts.

In addition, if the Issuer violated federal or state securities laws in connection with a prior offering and/or sale of its securities, federal or state regulators could bring an enforcement, regulatory and/or other legal action against the Issuer which, among other things, could result in the Issuer having to pay substantial fines and be prohibited from selling securities in the future.

The Issuer could potentially be found to have not complied with securities law in connection with this Offering related to a Reservation Campaign (also known as "Testing the Waters")

Prior to filing the initial Form C filed in connection with this Offering, the Issuer engaged in a Reservation Campaign (also known as "testing the waters") permitted under Regulation Crowdfunding (17 CFR 227.206), which allows issuers to communicate to determine whether there is interest in the offering. All communication sent is deemed to be an offer of securities for purposes of the antifraud provisions of federal securities laws. Any Investor who expressed interest prior to the date of this Offering should read the initial Form C filed in connection with this Offering and this Form C/A thoroughly and rely only on the information provided therein and herein as applicable and not on any statement made prior to the Offering. The communications sent to Investors prior to the Offering are attached as Exhibit D. Some of these communications may not have included proper disclaimers required for a Reservation Campaign.

The U.S. Securities and Exchange Commission does not pass upon the merits of the Securities or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.

You should not rely on the fact that our Form C/A is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering. The U.S. Securities and Exchange Commission has not reviewed this Form C/A, nor any document or literature related to this Offering.

Neither the Offering nor the Securities have been registered under federal or state securities laws.

No governmental agency has reviewed or passed upon this Offering or the Securities. Neither the Offering nor the Securities have been registered under federal or state securities laws. Investors will not receive any of the benefits available in registered offerings, which may include access to quarterly and annual financial statements that have been audited by an independent accounting firm. Investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering based on the information provided in this Form C/A and the accompanying exhibits.

We may restate certain of our financial statements and that could potentially impair our ability to secure future funding.

In the future, our audited financial statements for the 2022 fiscal year may be restated. In the event that our financial statements are in fact restated, any such restatement may have an adverse effect on future efforts to raise sufficient capital in equity offerings and on negotiations with lenders on debt financings. As a result of any restatement, we may find it more difficult to secure additional funding in the future, on satisfactory terms or at all and such difficulties may impact the viability of our business plan and any future business plans.

The Issuer's management may have broad discretion in how the Issuer uses the net proceeds of the Offering.

Unless the Issuer has agreed to a specific use of the proceeds from the Offering, the Issuer's management will have considerable discretion over the use of proceeds from the Offering. You may not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately.

The Intermediary Fees paid by the Issuer are subject to change depending on the success of the Offering.

At the conclusion of the Offering, the Issuer shall pay the Intermediary a fee of six percent (6%) of the first two million dollars (\$2,000,000.00) raised in the Offering and five percent (5%) of the dollar amount raised in the Offering in excess of two million dollars (\$2,000,000.00). The compensation paid by the Issuer to the Intermediary may impact how the Issuer uses the net proceeds of the Offering.

The Issuer has the right to limit individual Investor commitment amounts based on the Issuer's determination of an Investor's sophistication.

The Issuer may prevent any Investor from committing more than a certain amount in this Offering based on the Issuer's determination of the Investor's sophistication and ability to assume the risk of the investment. This means that your desired investment amount may be limited or lowered based solely on the Issuer's determination and not in line with relevant investment limits set forth by the Regulation CF rules. This also means that other Investors may receive larger allocations of the Offering based solely on the Issuer's determination.

The Issuer has the right to extend the Offering Deadline.

The Issuer may extend the Offering Deadline beyond what is currently stated herein. This means that your investment may continue to be held in escrow while the Issuer attempts to raise the Target Offering Amount even after the Offering Deadline stated herein is reached. While you have the right to cancel your investment in the event the Issuer extends the Offering Deadline, if you choose to reconfirm your investment, your investment will not be accruing interest during this time and will simply be held until such time as the new Offering Deadline is reached without the Issuer receiving the Target Offering Amount, at which time it will be returned to you without interest or deduction, or the Issuer receives the Target Offering Amount, at which time it will be released to the Issuer to be used as set forth herein. Upon or shortly after the release of such funds to the Issuer, the Securities will be issued and distributed to you.

The Issuer may also end the Offering early.

If the Target Offering Amount is met after 21 calendar days, but before the Offering Deadline, the Issuer can end the Offering by providing notice to Investors at least 5 business days prior to the end of the Offering. This means your failure to participate in the Offering in a timely manner, may prevent you from being able to invest in this Offering – it also means the Issuer may limit the amount of capital it can raise during the Offering by ending the Offering early.

The Issuer has the right to conduct multiple closings during the Offering.

If the Issuer meets certain terms and conditions, an intermediate close (also known as a rolling close) of the Offering can occur, which will allow the Issuer to draw down on seventy percent (70%) of Investor proceeds committed and captured in the Offering during the relevant period. The Issuer may choose to continue the Offering thereafter. Investors should be mindful that this means they can make multiple investment commitments in the Offering, which may be subject to different cancellation rights. For example, if an intermediate close occurs and later a material change occurs as the Offering continues, Investors whose investment commitments were previously closed upon will not have the right to re-confirm their investment as it will be deemed to have been completed prior to the material change.

We are offering varying Valuation Cap and Discount terms to Investors in this Offering based on the timing of their investment.

Certain investors in this Offering are entitled to receive more advantageous terms of the Securities based on the timing of their investment. The Valuation Cap and Discount terms applicable to the Securities will be determined by the time upon which the Investor invests in the Offering. For more details, including all of the Valuation Caps and Discounts being offered, see “The Securities” above. Consequently, Investors that invest in the earlier of the Offering Periods may receive more favorable terms upon the happening of any conversion of the Securities as specified in the Form of Crowd Safe.

Risks Related to the Securities

Investors will not have voting rights, even upon conversion of the Securities and will grant a third-party nominee broad power and authority to act on their behalf.

In connection with investing in this Offering to purchase a Crowd SAFE ((Simple Agreement for Future Equity) investors will designate Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the “Nominee”) to act on their behalf as agent and proxy in all respects. The Nominee will be entitled, among other things, to exercise any voting rights (if any) conferred upon the holder of the Securities or any securities acquired upon their conversion, to execute on behalf of an investor all transaction documents related to the transaction or other corporate event causing the conversion of the Securities, and as part of the conversion process the Nominee has the authority to open an account in the name of a qualified custodian, of the Nominee’s sole discretion, to take custody of any securities acquired upon conversion of the Securities. Thus, by participating in the Offering, investors will grant broad discretion to a third party (the Nominee and its agents) to take various actions on their behalf, and investors will essentially not be able to vote upon matters related to the governance and affairs of the Issuer nor take or effect actions that might otherwise be available to holders of the Securities and any securities acquired upon their conversion. Investors should not participate in the Offering unless he, she or it is willing to waive or assign certain rights that might otherwise be afforded to a holder of the Securities to the Nominee and grant broad authority to the Nominee to take certain actions on behalf of the investor, including changing title to the Security.\

The Securities will not be freely tradable under the Securities Act until one year from when the securities are issued. Although the Securities may be tradable under federal securities law, state securities regulations may apply, and each Investor should consult with their attorney.

You should be aware of the long-term nature of this investment. There is not now and likely will not ever be a public market for the Securities. Because the Securities have not been registered under the Securities Act or under the securities laws of any state or foreign jurisdiction, the Securities have transfer restrictions and cannot be resold in the United States except pursuant to Rule 501 of Regulation CF. It is not currently contemplated that registration under the Securities Act or other securities laws will be effected. Limitations on the transfer of the Securities may also adversely affect the price that you might be able to obtain for the Securities in a private sale. Investors should be aware of the long-term nature of their investment in the Issuer. Each Investor in this Offering will be required to represent that they are purchasing the Securities for their own account, for investment purposes and not with a view to resale or distribution thereof. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distribute, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the Terms of the Securities, the Nominee has the right to place interests received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services.

An investment in the Securities is speculative and involves a high degree of risk.

An investment in the Issuer should not be made by persons unable to bear the risk of loss of their entire investment or by persons who may have a need for liquidity from their investment. In making an investment decision, you must rely on your examination of the Issuer and the terms of the Offering, including the merits and the risks involved. Like all investments, an investment in the Issuer involves the risk of the loss of capital, and the Securities should not be purchased by anyone who cannot afford the loss of his, her or its entire investment. Investors must be prepared to bear the economic risk of an investment in the Issuer for an indefinite period of time and be able to withstand a total loss of their investment. Investors are encouraged to consult their own investment or tax advisors, accountants, legal counsel, or other advisors to determine whether an investment in the Securities is appropriate.

Neither the Offering nor the Securities have been registered under federal or state securities laws, leading to an absence of certain regulation applicable to the Issuer.

No governmental agency has reviewed or passed upon this Offering or the Securities. The Issuer also has relied on exemptions from securities registration requirements under applicable state securities laws. Investors therefore, will not receive any of the benefits that such registration would otherwise provide. Prospective investors must therefore assess the adequacy of disclosure and the fairness of the terms of this Offering on their own or in conjunction with their personal advisors.

Investors will not become equity holders until the Issuer decides to convert the Securities or until there is a change of control or sale of substantially all of the Issuer's assets. The Investor may never directly hold equity in the Issuer.

Investors will not have an ownership claim to the Issuer or to any of its assets or revenues for an indefinite amount of time and depending on when and how the Securities are converted, the Investors may never become equity holders of the Issuer. Investors will not become equity holders of the Issuer unless the Issuer receives a future round of financing great enough to trigger a conversion and the Issuer elects to convert the Securities. The Issuer is under no obligation to convert the Securities. In certain instances, such as a sale of the Issuer or substantially all of its assets, an initial public offering or a dissolution or bankruptcy, the Investors may only have a right to receive cash, to the extent available, rather than equity in the Issuer. Further, the Investor may never become an equity holder, merely a beneficial owner of an equity interest, should the Issuer or the Nominee decide to move the Crowd SAFE or the securities issuable thereto into a custodial relationship.

Investors will not be entitled to any inspection or information rights other than those required by law.

Investors will not have the right to inspect the books and records of the Issuer or to receive financial or other information from the Issuer, other than as required by law. Other security holders of the Issuer may have such rights. Regulation CF requires only the provision of an annual report on Form C and no additional information. Additionally, there are numerous methods by which the Issuer can terminate annual report obligations, resulting in no information rights, contractual, statutory or otherwise, owed to Investors. This lack of information could put Investors at a disadvantage in general and with respect to other security holders, including certain security holders who have rights to periodic financial statements and updates from the Issuer such as quarterly unaudited financials, annual projections and budgets, and monthly progress reports, among other things.

Investors will be unable to declare the Security in "default" and demand repayment.

Unlike convertible notes and some other securities, the Securities do not have any "default" provisions upon which Investors will be able to demand repayment of their investment. The Issuer has ultimate discretion as to whether or not to convert the Securities upon a future equity financing and Investors have no right to demand such conversion. Only in limited circumstances, such as a liquidity event, may Investors demand payment and even then, such payments will be limited to the amount of cash available to the Issuer.

The Issuer may never elect to convert the Securities or undergo a liquidity event and Investors may have to hold the Securities indefinitely.

The Issuer may never conduct a future equity financing or elect to convert the Securities if such future equity financing does occur. In addition, the Issuer may never undergo a liquidity event such as a sale of the Issuer or an initial public offering. If neither the conversion of the Securities nor a liquidity event occurs, Investors could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no

secondary market on which to sell them. If a transfer, resale, assignment or distribution of the Security should occur prior to the conversion of the Security or after, if the Security is still held by the original purchaser directly, the transferee, purchaser, assignee or distributee, as relevant, will be required to sign a new Nominee Rider (as defined in the Security) and provide personally identifiable information to the Nominee sufficient to establish a custodial account at a later date and time. Under the terms of the Securities, the Nominee has the right to place interests received from the conversion of the Security into a custodial relationship with a qualified third party and have said Nominee be listed as the holder of record. In this case, Investors will only have a beneficial interest in the equity securities derived from the Securities, not legal ownership, which may make their resale more difficult as it will require coordination with the custodian and Republic Investment Services. The Securities are not equity interests, have no ownership rights, have no rights to the Issuer's assets or profits and have no voting rights or ability to direct the Issuer or its actions.

Any equity securities acquired upon conversion of the Securities may be significantly diluted as a consequence of subsequent equity financings.

The Issuer's equity securities will be subject to dilution. The Issuer intends to issue additional equity to employees and third-party financing sources in amounts that are uncertain at this time, and as a consequence, holders of equity securities resulting from the conversion of the Securities will be subject to dilution in an unpredictable amount. Such dilution may reduce the Investor's control and economic interests in the Issuer.

The amount of additional financing needed by the Issuer will depend upon several contingencies not foreseen at the time of this Offering. Generally, additional financing (whether in the form of loans or the issuance of other securities) will be intended to provide the Issuer with enough capital to reach the next major corporate milestone. If the funds received in any additional financing are not sufficient to meet the Issuer's needs, the Issuer may have to raise additional capital at a price unfavorable to their existing investors, including the holders of the Securities. The availability of capital is at least partially a function of capital market conditions that are beyond the control of the Issuer. There can be no assurance that the Issuer will be able to accurately predict the future capital requirements necessary for success or that additional funds will be available from any source. Failure to obtain financing on favorable terms could dilute or otherwise severely impair the value of the Securities.

In addition, the Issuer has certain equity grants and convertible securities outstanding. Should the Issuer enter into a financing that would trigger any conversion rights, the converting securities would further dilute any equity securities receivable by the holders of the Securities upon a qualifying financing.

Any equity securities issued upon conversion of the Securities may be substantially different from other equity securities offered or issued by the Issuer at the time of conversion.

In the event the Issuer decides to exercise the conversion right, the Issuer will convert the Securities into equity securities that are materially different from the equity securities being issued to new investors at the time of conversion in many ways, including, but not limited to, liquidation preferences, dividend rights, or anti-dilution protection. Additionally, any equity securities issued at the Conversion Price (as defined in the Crowd SAFE agreement) shall have only such preferences, rights, and protections in proportion to the Conversion Price and not in proportion to the price per unit paid by new investors receiving the equity securities. Upon conversion of the Securities, the Issuer may not provide the holders of such Securities with the same rights, preferences, protections, and other benefits or privileges provided to other investors of the Issuer.

The forgoing paragraph is only a summary of a portion of the conversion feature of the Securities; it is not intended to be complete, and is qualified in its entirety by reference to the full text of the Crowd SAFE agreement, which is attached as Exhibit B.

There is no present market for the Securities and we have arbitrarily set the price.

The offering price was not established in a competitive market. We have arbitrarily set the price of the Securities with reference to the general status of the securities market and other relevant factors. The offering price for the Securities should not be considered an indication of the actual value of the Securities and is not based on our asset value, net worth, revenues or other established criteria of value. We cannot guarantee that the Securities can be resold at the Offering price or at any other price.

In the event of the dissolution or bankruptcy of the Issuer, Investors will not be treated as debt holders and therefore are unlikely to recover any proceeds.

In the event of the dissolution or bankruptcy of the Issuer, the holders of the Securities that have not been converted will be entitled to distributions as described in the Securities. This means that such holders will only receive distributions once all of the creditors and more senior security holders, including any holders of preferred interests, have been paid in full. No holders of any of the Securities can be guaranteed any proceeds in the event of the dissolution or bankruptcy of the Issuer.

While the Securities provide mechanisms whereby holders of the Securities would be entitled to a return of their purchase amount upon the occurrence of certain events, if the Issuer does not have sufficient cash on hand, this obligation may not be fulfilled.

Upon the occurrence of certain events, as provided in the Securities, holders of the Securities may be entitled to a return of the principal amount invested. Despite the contractual provisions in the Securities, this right cannot be guaranteed if the Issuer does not have sufficient liquid assets on hand. Therefore, potential Investors should not assume a guaranteed return of their investment amount.

There is no guarantee of a return on an Investor's investment.

There is no assurance that an Investor will realize a return on their investment or that they will not lose their entire investment. For this reason, each Investor should read this Form C/A and all exhibits carefully and should consult with their attorney and business advisor prior to making any investment decision.

IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH WE CONSIDER IMMATERIAL AS OF THE DATE OF THIS FORM C/A, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT.

BUSINESS

Description of the Business

Skybound Holdings LLC is a Delaware limited liability company formed on December 14, 2016. On December 1, 2022, the Issuer changed its name from Mr. Mango LLC to Skybound Holdings LLC. The Issuer is the holding company for a multi-platform entertainment enterprise which owns and exploits intellectual property across platforms primarily including comics and other books, television, film, video games, tabletop games, digital content, audio programming and music publishing.

The Issuer, together with its subsidiaries², is a multiplatform entertainment company that engages with creators and their intellectual properties to create engaging content and deliver one-of-a-kind experiences to fans. The Issuer extends creators' stories across platforms including comics, television, film, video games, tabletop, books, digital content, audio programming, music publishing and beyond. The Issuer is home to critically acclaimed global franchises, including *The Walking Dead*, *Invincible*, *Superfight*, and *Impact Winter*. The Issuer maintains key partnerships across the entertainment industry including Universal Pictures and Image Comics, holds a first look development deal with Audible, and has engaged an ongoing strategic business partnership with mobile games publisher and developer 5th Planet Games A/S (OAX: FIVEPG). The Issuer's capabilities include publishing, production, and global distribution for video games across all genres, including the multi-million unit selling Telltale's *The Walking Dead* video game series.

Business Plan

Robert Kirkman's long-running comic *Invincible* (with co-creator Cory Walker and contributing creator Ryan Ottley) premiered in March 2021 as an animated series streaming on Amazon Prime to critical acclaim and was quickly greenlit for seasons 2 & 3. Season 2 premiered in November 2023 and is Certified Fresh on Rotten Tomatoes with a 100% rating as of the date of this Form C/A. Season 3 is currently in production. The Issuer plans to use the proceeds of this Offering to develop and market its first in-house AAA video game based on the *Invincible* universe. Accordingly, the Issuer further intends to leverage its prior video game industry experience with the surge in popularity of *Invincible* generated from the critically acclaimed animated series. The proceeds of this Offering will be used as set forth in "Use of Proceeds" below.

The Issuer's Products/Content

The Issuer is the holding company for a multi-platform entertainment enterprise which owns and operates various media franchises as well as develops content and products based on its own intellectual property and licensed

² The Issuer's directly and indirectly wholly-owned subsidiaries include the following entities: (1) Bumbio LLC, a limited liability company organized in Delaware on January 17, 2017; (2) Blah Blah Boys, LLC, a limited liability company organized in Delaware on May 4, 2017; (3) Dark Stories, LLC, a limited liability company organized in California on December 19, 2013; (4) Itchy Water, LLC, a limited liability company organized in Delaware on June 30, 2016; (5) Skybound, LLC, a limited liability company organized in California on June 2, 2010; (6) Skybound Game Studios, Inc. a corporation incorporated in Delaware on September 7, 2017; (7) Skybound Interactive, LLC, a limited liability company organized in Delaware on March 11, 2014; (8) Shoe Leather Digital, Inc., a corporation organized in Delaware on August 30, 2017; (9) Skybound Stories, Inc., a corporation organized in Delaware on June 13, 2018; (10) Skybound Games Europe B.V., a company organized in the Netherlands on October 10, 2019; (11) Skybound Games UK Limited, a company organized in England and Wales on November 8, 2018; (12) Skybound Japan K.K, a corporation incorporated in Japan on September 21, 2022; (13) Tea Hot LLC, a limited liability company organized in California on March 3, 2016; (14) This is JoJo, LLC, a limited liability company organized in Delaware on December 22, 2016; (15) Viltrumite Pants, LLC, a limited liability company organized in Delaware on May 25, 2018. The Issuer, directly or indirectly, holds a majority ownership in the following entities: (1) IBO, LLC (d/b/a Skybound Music LLC), a limited liability company organized in Delaware on December 10, 2018; (2) Skybound Music Publishing LLC, a limited liability company organized in California on October 17, 2023; (3) Skybound Music Recordings LLC, a limited liability company organized in California on October 17, 2023; (4) 5th Planet Games A/S, a company organized in Denmark in 2011 (including its subsidiaries); (5) Sagafilm ehf., a company organized in Iceland in 1978 (including its subsidiaries); (6) Skybound Galactic, LLC, a limited liability company organized in Delaware on March 28, 2018; (7) Spacebound, LLC, a limited liability company organized in Delaware on February 12, 2019; and (8) Superform, LLC, limited liability company organized in Delaware on August 6, 2019.

intellectual property for distribution across various platforms. The Issuer’s content includes comics and other books, television series, film, video games, tabletop games, digital content and audio programming. Its most popular content and products include the following:

Media Property	Description
<i>The Walking Dead</i>	<i>The Walking Dead</i> is a tale of struggle and survival that has captivated the world. <i>The Walking Dead</i> , created by Robert Kirkman, is a post-apocalyptic story about the families, bonds, and trials that test those bonds in the most desperate of times. The Issuer has developed various television series, interactive games, comic series, and other media based off the <i>The Walking Dead</i> .
<i>Invincible</i>	Created by Robert Kirkman and Cory Walker, the comic <i>Invincible</i> #1 debuted to critical acclaim on January 22, 2003. Soon after, they were joined by artist and contributing creator Ryan Ottley. Throughout its fifteen-year run, <i>Invincible</i> not only continued for a historic 144-issues but also spawned multiple spin-off series. An animated series was launched on Amazon Prime in March 2021 to critical acclaim based off this franchise. The Issuer is currently developing a AAA video game, live-action movie, and new comic book projects based off of <i>Invincible</i> .
<i>Impact Winter</i>	<i>Impact Winter</i> is an original podcast story of apocalypse, horror, and adventure, is a wholly original new saga created just for Audible with immersive 3D audio that dares you to pop in your earbuds and listen in the dark. Venture into an eternally sunless world of swords and crossbows; primal hunters and shape-shifters; leaders and lovers.
<i>Energion Universe</i>	<i>Void Rivals</i> , <i>Transformers</i> , <i>Duke</i> , <i>Cobra Commander</i> , <i>Destro</i> and <i>Scarlett</i> are licensed comic book series published by the Issuer that combine the ever-popular Hasbro brands, <i>Transformers</i> and <i>G.I. Joe</i> , to form the Energion Universe, along with new concepts developed in partnership by Hasbro and the Issuer.
<i>Superfight</i>	<i>Superfight</i> is a party card game in which players have to make a combination of cards that represent their own superpowers and face off against a villain in the same fashion, and the players must then argue about how their created superhero can defeat other heroes, or a villain character depending on the game mode being played.

The above is intended to be a non-exhaustive description of the Issuer’s most popular media franchises upon which it primarily focuses its business efforts, but in addition to the above, the Issuer from time to time also produces and develops media content and other products based on its other intellectual property listed in “Intellectual Property” below or other licensed intellectual property.

Customer Base





The Issuer develops and produces content in several forms of media such as television, film, video games, comic books, music, and other forms of interactive entertainment. The Issuer’s target audience generally consists of millennials and Gen Z, but we aim to produce content that appeals to all demographics.

Invincible attracts a critical, hard to reach audience which predominantly consists of males 18 – 34 (90% male / 10% female). These consumers:







- are heavily interested in genre content, which is a key pillar for engagement on streaming services and gaming platforms;
- identify as gamers, over-indexing the average audience 4.25x; by 2x in how much they spend on video games vs. anything else; and in the last six months spent 2.24x on video games and hardware than the average person;
- are tech savvy, and identify as entertainment junkies, leisure collectors, sports enthusiasts, and comic book readers; and
- are dedicated, influential, and consumers of a wide variety of products across tech, entertainment, and more.




Intellectual Property³








Registered Trademarks and Trademark Applications:


Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
DISSECTING FEAR	AUSTRALIA	1534358	1/20/2020	1534358	1/20/2020	REGISTERED
POPCRAFT	AUSTRALIA	1534433	1/20/2020	1534433	1/20/2020	REGISTERED
	AUSTRALIA	1649192	12/22/2021	1649192	12/22/2021	REGISTERED
TRIAL BY TROLLEY	AUSTRALIA	1506418	11/27/2019	1506418	11/27/2019	REGISTERED
ATTACK PETER	CANADA	1596457	3/3/2021	1596457	10/19/2022	REGISTERED
DISSECTING FEAR	CANADA	1534358	1/20/2020	1534358	1/20/2020	REGISTERED
POPCRAFT	CANADA	1534433	1/20/2020	1534433	1/20/2020	REGISTERED
RED FLAGS	CANADA	1888117	3/14/2018	1075546	3/19/2020	REGISTERED
SKYBOUND	CANADA	1807759	11/3/2016	1082456	9/30/2020	REGISTERED
SKYBOUND COMET	CANADA	2155900	12/22/2021	1203156	10/11/2023	REGISTERED
	CANADA	1649192	12/22/2021	1649192	12/22/2021	REGISTERED
SUPERFIGHT	CANADA	1888115	3/14/2018	1082537	9/30/2020	REGISTERED
	CANADA	1807760	11/3/2016	1126605	4/21/2022	REGISTERED
TRIAL BY TROLLEY	CANADA	1506418	11/27/2019	1506418	11/27/2019	REGISTERED
SKYBOUND	CHINA	20058741	5/24/2016	20058741	7/14/2017	REGISTERED
SKYBOUND	CHINA	20058742	5/24/2016	20058742	7/14/2017	REGISTERED
SKYBOUND	CHINA	20058743	5/24/2016	20058743	7/14/2017	REGISTERED
SKYBOUND	CHINA	20058744	5/24/2016	20058744	7/14/2017	REGISTERED
SKYBOUND	CHINA	20058745	5/24/2016	20058745	7/14/2017	REGISTERED
SKYBOUND	CHINA	20058746	5/24/2016	20058746	7/14/2017	REGISTERED
SKYBOUND	CHINA	20058747	5/24/2016	20058747	9/28/2017	REGISTERED
SKYBOUND	CHINA	20058748	5/24/2016	20058748	7/14/2017	REGISTERED
SURVIVORS	CHINA	23318976	3/29/2017	23318976	3/21/2018	REGISTERED
	CHINA	65488837	6/23/2022	65488837	12/7/2022	REGISTERED
DISSECTING FEAR	EUROPEAN UNION	1534358	1/20/2020	1534358	1/20/2020	REGISTERED

³ Unless otherwise noted, this section reflects the owned intellectual property of the Issuer and its wholly-owned subsidiaries. Either Skybound, LLC and Shoe Leather Digital, Inc. (each, a wholly-owned subsidiary of the Issuer) is the owner of the listed owned intellectual property. The Issuer and its subsidiaries also license certain intellectual property from third parties.

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
INFINITE VACATION	EUROPEAN UNION	018599028	11/12/2021			OPPOSED
	EUROPEAN UNION	1649192	12/22/2021	1649192	12/22/2021	REGISTERED
	EUROPEAN UNION	018101634	7/30/2019	018101634	2/22/2020	REGISTERED
	EUROPEAN UNION	015990443	11/2/2016	015990443	4/18/2017	REGISTERED
TRIAL BY TROLLEY	EUROPEAN UNION	018142025	10/23/2019	018142025	2/13/2020	REGISTERED
SKYBOUND	JAPAN	2016122654	11/4/2016	5959979	6/30/2017	REGISTERED
	JAPAN	2016122655	11/4/2016	6020205	2/16/2018	REGISTERED
TRIAL BY TROLLEY	JAPAN	1506418	11/27/2019	1506418	11/27/2019	REGISTERED
DISSECTING FEAR	NEW ZEALAND	1534358	1/20/2020	1534358	1/20/2020	REGISTERED
POPCRAFT	NEW ZEALAND	1534433	1/20/2020	1534433	1/20/2020	REGISTERED
	NEW ZEALAND	1649192	12/22/2021	1649192	12/22/2021	REGISTERED
ATTACK PETER	UNITED KINGDOM	1596457	3/3/2021	1596457	3/3/2021	REGISTERED
DISSECTING FEAR	UNITED KINGDOM	1534358	1/20/2020	1534358	1/20/2020	REGISTERED
INFINITE VACATION	UNITED KINGDOM	UK00003720909	11/12/2021	UK00003720909	2/4/2022	REGISTERED
	UNITED KINGDOM	1649192	12/22/2021	1649192	12/22/2021	REGISTERED

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	UNITED KINGDOM	UK00918101634	7/30/2019	UK00918101634	2/22/2020	REGISTERED
	UNITED KINGDOM	UK00915990443	11/2/2016	UK00915990443	4/18/2017	REGISTERED
TRIAL BY TROLLEY	UNITED KINGDOM	1506418	11/27/2019	1506418	11/27/2019	REGISTERED
TRIAL BY TROLLEY	UNITED KINGDOM	UK00918142025	10/23/2019	UK00918142025	2/13/2020	REGISTERED
ATTACK PETER	UNITED STATES	90159397	9/4/2020	6577766	11/30/2021	REGISTERED
ATTACK PETER	UNITED STATES	90159435	9/4/2020	6376817	6/8/2021	REGISTERED
ATTACK PETER	UNITED STATES	90159455	9/4/2020	6345964	5/11/2021	REGISTERED
DISSECTING FEAR	UNITED STATES	88573597	8/9/2019	6006855	3/10/2020	REGISTERED
GAMMA RAY	UNITED STATES	90272292	10/22/2020	6418220	7/13/2021	REGISTERED
GammaRay	UNITED STATES	87862926	4/4/2018	6228418	12/22/2020	REGISTERED
GammaRay	UNITED STATES	87982476	4/4/2018	5985285	2/11/2020	REGISTERED
IMPACT WINTER	UNITED STATES	97474849	6/24/2022			ALLOWED
IMPACT WINTER	UNITED STATES	97475212	6/24/2022			ALLOWED
IMPACT WINTER	UNITED STATES	97475234	6/24/2022			ALLOWED
POPCRAFT	UNITED STATES	88569734	8/7/2019	6006645	3/10/2020	REGISTERED
RED FLAGS	UNITED STATES	87832057	3/13/2018	5585556	10/16/2018	REGISTERED
SKYBOUND	UNITED STATES	87023853	5/3/2016	5788130	6/25/2019	REGISTERED
SKYBOUND	UNITED STATES	87979582	5/3/2016	5699374	3/12/2019	REGISTERED
SKYBOUND	UNITED STATES	97430018	5/26/2022			ALLOWED
	UNITED STATES	97031414	9/16/2021	6871527	10/11/2022	REGISTERED
SKYBOUND COMET	UNITED STATES	90795075	6/25/2021	7037999	4/25/2023	REGISTERED
SKYBOUND COMET	UNITED STATES	90795081	6/25/2021	7076209	6/6/2023	REGISTERED
SKYBOUND COMET	UNITED STATES	90795089	6/25/2021	7038000	4/25/2023	REGISTERED

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	UNITED STATES	90795125	6/25/2021	7038001	4/25/2023	REGISTERED
	UNITED STATES	90795136	6/25/2021	7076210	6/6/2023	REGISTERED
	UNITED STATES	90795153	6/25/2021	7038002	4/25/2023	REGISTERED
SKYBOUND ENTERTAINMENT	UNITED STATES	97421546	5/20/2022	6895343	11/8/2022	REGISTERED
SKYBOUND ENTERTAINMENT	UNITED STATES	97596408	9/19/2022	7195693	10/17/2023	REGISTERED
	UNITED STATES	90546902	2/25/2021	6636777	2/8/2022	REGISTERED
	UNITED STATES	90546938	2/25/2021	6636778	2/8/2022	REGISTERED
	UNITED STATES	97429995	5/26/2022	6895347	11/8/2022	REGISTERED
SPIRITS OF THE APOCALYPSE	UNITED STATES	88155750	10/15/2018	5956921	1/7/2020	REGISTERED
SUPERFIGHT	UNITED STATES	86374896	8/22/2014	4860653	11/24/2015	REGISTERED
	UNITED STATES	87023862	5/3/2016	5836431	8/13/2019	REGISTERED
THIEF OF THIEVES	UNITED STATES	85980174	2/16/2012	4430107	11/5/2013	REGISTERED

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
THIEF OF THIEVES	UNITED STATES	86520589	1/31/2015	5570894	9/25/2018	REGISTERED
TRIAL BY TROLLEY	UNITED STATES	88468301	6/11/2019	6009611	3/10/2020	REGISTERED
ATTACK PETER	WIPO	A0106087	3/3/2021	1596457	3/3/2021	REGISTERED
DISSECTING FEAR	WIPO	A0093421	1/20/2020	1534358	1/20/2020	REGISTERED
POPCRAFT	WIPO	A0093420	1/20/2020	1534433	1/20/2020	REGISTERED
	WIPO	A0117656	12/22/2021	1649192	12/22/2021	REGISTERED
TRIAL BY TROLLEY	WIPO	A0092061	11/27/2019	1506418	11/27/2019	REGISTERED

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Registered Copyrights and Copyright Applications:

Title:	Issue Registered:	Registration No. or Document No.:	Registration Date or Recordation Date:	Publication Date or Execution Date:	Nation of First Publication:
Assassin Nation	vol. 1, no. 1	TX0008740189	4/25/2019	3/13/2019	United States
Assassin Nation	vol. 1, no. 2	TX0008785978	7/23/2019	4/17/2019	United States
Assassin Nation	vol. 1, no. 3	TX0008785977	7/23/2019	5/22/2019	United States
Assassin Nation	vol. 1, no. 4	TX0008785968	7/23/2019	6/19/2019	United States
Assassin Nation	vol. 1, no. 5	TX0008811802	10/25/2019	7/17/2019	United States
Birthright	vol. 1, no. 1	TX0007975623	2/4/2015	10/8/2014	United States
Birthright	vol. 1, no. 2	TX0007980763	2/2/2015	11/5/2014	United States
Birthright	vol. 1, no. 3	TX0007980771	2/2/2015	12/3/2014	United States
Birthright	vol. 1, no. 4	TX0008740630	4/25/2019	1/7/2015	United States
Birthright	vol. 1, no. 5	TX0008054843	6/26/2015	2/4/2015	United States
Birthright	vol. 1, no. 6	TX0008054869	6/26/2015	4/8/2015	United States

Birthright	vol. 1, no. 7	TX0008081988	8/24/2015	5/13/2015	United States
Birthright	vol. 1, no. 8	TX0008081972	8/24/2015	6/10/2015	United States
Birthright	vol. 1, no. 9	TX0008081961	8/24/2015	7/22/2015	United States
Birthright	vol. 1, no. 10	TX0008081959	8/24/2015	8/19/2015	United States
Birthright	vol. 1, no. 11	TX0008171258	12/11/2015	11/11/2015	United States
Birthright	vol. 1, no. 12	TX0008169223	3/17/2016	12/9/2015	United States
Birthright	vol. 1, no. 13	TX0008169220	3/17/2016	1/13/2016	United States
Birthright	vol. 1, no. 14	TX0008169222	3/17/2016	2/17/2016	United States
Birthright	vol. 1, no. 15	TX0008355586	4/7/2017	3/23/2016	United States
Birthright	vol. 1, no. 16	TX0008315020	8/15/2016	6/8/2016	United States
Birthright	vol. 1, no. 17	TX0008315022	8/15/2016	7/13/2016	United States
Birthright	vol. 1, no. 18	TX0008340530	11/22/2016	8/10/2016	United States
Birthright	vol. 1, no. 19	TX0008340531	11/22/2016	9/14/2016	United States
Birthright	vol. 1, no. 20	TX0008340533	11/22/2016	10/26/2016	United States
Birthright	vol. 1, no. 21	TX0008355585	4/7/2017	1/11/2017	United States
Birthright	vol. 1, no. 22	TX0008355579	4/7/2017	2/8/2017	United States
Birthright	vol. 1, no. 23	TX0008355576	4/7/2017	3/22/2017	United States
Birthright	vol. 1, no. 24	TX0008411567	7/31/2017	5/17/2017	United States
Birthright	vol. 1, no. 25	TX0008411568	7/31/2017	6/14/2017	United States
Birthright	vol. 1, no. 26	TX0008549793	11/7/2017	9/13/2017	United States
Birthright	vol. 1, no. 27	TX0008549772	11/7/2017	10/11/2017	United States
Birthright	vol. 1, no. 28	TX0008550900	12/28/2017	11/8/2017	United States

Birthright	vol. 1, no. 29			1/3/2018	United States
Birthright	vol. 1, no. 30			2/21/2018	United States
Birthright	vol. 1, no. 31	TX0008740614	4/25/2019	9/12/2018	United States
Birthright	vol. 1, no. 32	TX0008740634	4/25/2019	10/10/2018	United States
Birthright	vol. 1, no. 33	TX0008740606	4/25/2019	11/14/2018	United States
Birthright	vol. 1, no. 34	TX0008740603	4/25/2019	12/12/2018	United States
Birthright	vol. 1, no. 35	TX0008740583	4/25/2019	1/9/2019	United States
Birthright	vol. 1, no. 36	TX0008785942	7/23/2019	6/5/2019	United States
Birthright	vol. 1, no. 37	TX0008811730	10/25/2019	7/3/2019	United States
Birthright	vol. 1, no. 38	TX0008811736	10/25/2019	8/7/2019	United States
Birthright	vol. 1, no. 39	TX0008807514	10/25/2019	9/4/2019	United States
Birthright	vol. 1, no. 40	TX0008968634	2/7/2020	10/2/2019	United States
Birthright	vol. 1, no. 41			2/5/2020	United States
Birthright	vol. 1, no. 42			3/4/2020	United States
Birthright	vol. 1, no. 43			5/20/2020	United States
Birthright	vol. 1, no. 44			6/17/2020	United States
Birthright	vol. 1, no. 45			7/22/2020	United States
Birthright	vol. 1, no. 46			2/10/2021	United States
Birthright	vol. 1, no. 47			3/10/2021	United States
Birthright	vol. 1, no. 48			4/14/2021	United States
Birthright	vol. 1, no. 49			5/12/2021	United States
Birthright	vol. 1, no. 50			6/9/2021	United States
Clone	vol. 1, no. 2	TX0008019124	1/18/2013	12/12/2012	United States

Clone	vol. 1, no. 3	TX0007640626	1/18/2013	1/9/2013	United States
Clone	vol. 1, no. 4	TX0008739011	4/25/2019	2/13/2013	United States
Clone	vol. 1, no. 5	TX0007700492	6/17/2013	5/22/2013	United States
Clone	vol. 1, no. 6	TX0007700481	6/17/2013	4/24/2013	United States
Clone	vol. 1, no. 7	TX0007731396	8/8/2013	5/29/2013	United States
Clone	vol. 1, no. 8	TX0007731393	8/8/2013	6/26/2013	United States
Clone	vol. 1, no. 9	TX0007731395	8/8/2013	7/24/2013	United States
Clone	vol. 1, no. 10	TX0007756160	11/4/2013	9/11/2013	United States
Clone	vol. 1, no. 11	TX0007794931	1/9/2014	10/23/2013	United States
Clone	vol. 1, no. 12	TX0007804585	2/17/2014	11/20/2013	United States
Clone	vol. 1, no. 13	TX0007804588	2/17/2014	12/18/2013	United States
Clone	vol. 1, no. 14	TX0007804513	2/17/2014	1/15/2014	United States
Clone	vol. 1, no. 15	TX0007822473	3/14/2014	3/5/2014	United States
Clone	vol. 1, no. 16	TX0007851350	5/21/2014	5/7/2014	United States
Clone	vol. 1, no. 17	TX0007914946	6/11/2014	6/4/2014	United States
Clone	vol. 1, no. 18	TX0007979979	1/15/2015	7/2/2014	United States
Clone	vol. 1, no. 19	TX0008048606	6/29/2015	8/6/2014	United States
Clone	vol. 1, no. 20	TX0007979978	1/15/2015	9/17/2014	United States
Crude	vol. 1, no. 1	TX0008652052	8/22/2018	4/11/2018	United States

Crude	vol. 1, no. 2	TX0008652059	8/22/2018	5/16/2018	United States
Crude	vol. 1, no. 3	TX0008652108	8/22/2018	6/20/2018	United States
Crude	vol. 1, no. 4	TX0008652095	8/22/2018	7/18/2018	United States
Crude	vol. 1, no. 5	TX0008652082	8/22/2018	8/15/2018	United States
Crude	vol. 1, no. 6	TX0008741311	4/16/2019	9/19/2018	United States
Dead Body Road	vol. 1, no. 1	TX0007794940	1/9/2014	12/11/2013	United States
Dead Body Road	vol. 1, no. 2	TX0007804530	2/17/2014	1/22/2014	United States
Dead Body Road	vol. 1, no. 3	TX0007817048	3/17/2014	2/26/2014	United States
Dead Body Road	vol. 1, no. 4	TX0007844513	4/17/2014	3/26/2014	United States
Dead Body Road	vol. 1, no. 5	TX0007914954	6/9/2014	4/24/2014	United States
Dead Body Road	vol. 1, no. 6	TX0007914952	6/9/2014	5/28/2014	United States
Dead Body Road: Bad Blood	vol. 1, no. 1		6/24/2020	6/24/2020	United States
Dead Body Road: Bad Blood	vol. 1, no. 2		7/29/2020	7/29/2020	United States
Dead Body Road: Bad Blood	vol. 1, no. 3		8/26/2020	8/26/2020	United States
Dead Body Road: Bad Blood	vol. 1, no. 4		9/23/2020	9/23/2020	United States
Dead Body Road: Bad Blood	vol. 1, no. 5		10/28/2020	10/28/2020	United States

Dead Body Road: Bad Blood	vol. 1, no. 6		12/2/2020	12/2/2020	United States
Delusion: Lies Within	N/A	PAu003878855	3/21/2017	N/A	N/A
Demonic	vol. 1, no. 1	TX0008340520	11/22/2016	8/17/2016	United States
Demonic	vol. 1, no. 2	TX0008340519	11/22/2016	9/21/2016	United States
Demonic	vol. 1, no. 3	TX0008340518	11/22/2016	10/19/2016	United States
Demonic	vol. 1, no. 4	TX0008340515	11/22/2016	11/16/2016	United States
Demonic	vol. 1, no. 5	TX0008355608	4/7/2017	12/21/2016	United States
Demonic	vol. 1, no. 6	TX0008355605	4/7/2017	1/18/2017	United States
Evolution	vol. 1, no. 1	TX0008550881	12/28/2017	11/15/2017	United States
Evolution	vol. 1, no. 2	TX0008550876	12/28/2017	12/20/2017	United States
Evolution	vol. 1, no. 3			1/17/2018	United States
Evolution	vol. 1, no. 4			2/21/2018	United States
Evolution	vol. 1, no. 5			3/21/2018	United States
Evolution	vol. 1, no. 6	TX0008695699	9/7/2018	4/18/2018	United States
Evolution	vol. 1, no. 7	TX0008652104	8/22/2018	6/20/2018	United States

Evolution	vol. 1, no. 8	TX0008652099	8/22/2018	7/18/2018	United States
Evolution	vol. 1, no. 9	TX0008652086	8/22/2018	8/15/2018	United States
Evolution No. 10	vol. 1, no. 10	TX0008741324	4/25/2019	9/28/2018	United States
Evolution No. 11	vol. 1, no. 11	TX0008741601	4/25/2019	10/17/2018	United States
Evolution No. 12	vol. 1, no. 12	TX0008741560	4/25/2019	11/21/2018	United States
Evolution	vol. 1, no. 13	TX0008741554	4/25/2019	1/16/2019	United States
Evolution	vol. 1, no. 14	TX0008741550	4/25/2019	2/20/2019	United States
Evolution	vol. 1, no. 15	TX0008741496	4/25/2019	3/20/2019	United States
Evolution	vol. 1, no. 17	TX0008807469	10/25/2019	7/17/2019	United States
Evolution	vol. 1, no. 18	TX0008807465	10/25/2019	9/25/2019	United States
Excellence	vol. 1, no. 1	TX0008781348	7/24/2019	5/8/2019	United States
Excellence	vol. 1, no. 2	TX0008781350	7/24/2019	6/19/2019	United States
Excellence	vol. 1, no. 3	TX0008807444	10/25/2019	7/17/2019	United States
Excellence	vol. 1, no. 4	TX0008809143	10/25/2019	8/21/2019	United States
Excellence	vol. 1, no. 5	TX0008809146	10/25/2019	9/18/2019	United States
Excellence	vol. 1, no. 6	TX0008968648	2/7/2020	10/16/2019	United States
Excellence	vol. 1, no. 7			6/10/2020	United States
Excellence	vol. 1, no. 8			7/8/2020	United States
Excellence	vol. 1, no. 9			8/12/2020	United States
Excellence	vol. 1, no. 10			2/17/2021	United States

Excellence	vol. 1, no. 11			9/8/2021	United States
Excellence	vol. 1, no. 12			1/19/2022	United States
Extremity	vol. 1, no. 1	TX0008355592	4/7/2017	3/1/2017	United States
Extremity	vol. 1, no. 2	TX0008411579	7/31/2017	4/5/2017	United States
Extremity	vol. 1, no. 3	TX0008411580	7/31/2017	5/3/2017	United States
Extremity	vol. 1, no. 4	TX0008411581	7/31/2017	6/7/2017	United States
Extremity	vol. 1, no. 5	TX0008411582	7/31/2017	7/5/2017	United States
Extremity	vol. 1, no. 6	TX0008551038	11/7/2017	8/2/2017	United States
Extremity	vol. 1, no. 7	TX0008549797	11/7/2017	10/4/2017	United States
Extremity	vol. 1, no. 8	TX0008550954	12/28/2017	11/1/2017	United States
Extremity	vol. 1, no. 9	TX0008550913	12/28/2017	12/6/2017	United States
Extremity	vol. 1, no. 10			1/3/2018	
Extremity	vol. 1, no. 11			2/7/2018	
Extremity	vol. 1, no. 12			3/7/2018	
Gasolina	vol. 1, no. 1	TX0008549807	11/7/2017	9/20/2017	United States
Gasolina	vol. 1, no. 2	TX0008549808	11/7/2017	10/25/2017	United States
Gasolina	vol. 1, no. 3	TX0008550917	12/28/2017	11/22/2017	United States
Gasolina	vol. 1, no. 4			12/27/2017	
Gasolina	vol. 1, no. 5			1/24/2018	
Gasolina	vol. 1, no. 6			2/28/2018	
Gasolina	vol. 1, no. 7	TX0008647852	8/22/2018	4/25/2018	United States

Gasolina	vol. 1, no. 8	TX0008647848	8/22/2018	5/23/2018	United States
Gasolina	vol. 1, no. 9	TX0008652090	8/22/2018	6/27/2018	United States
Gasolina	vol. 1, no. 10	TX0008739081	4/25/2019	7/25/2018	United States
Gasolina	vol. 1, no. 11	TX0008737261	4/25/2019	8/22/2018	United States
Gasolina	vol. 1, no. 12	TX0008737256	4/25/2019	9/26/2018	United States
Gasolina	vol. 1, no. 13	TX0008737247	4/25/2019	12/5/2018	United States
Gasolina	vol. 1, no. 14	TX0008737236	4/25/2019	1/2/2019	United States
Gasolina	vol. 1, no. 15	TX0008739088	4/25/2019	2/6/2019	United States
Gasolina	vol. 1, no. 16	TX0008739097	4/25/2019	3/6/2019	United States
Gasolina	vol. 1, no. 17	TX0008780927	7/24/2019	4/3/2019	United States
Gasolina	vol. 1, no. 18	TX0008781351	7/24/2019	5/22/2019	United States
Ghosted	vol. 1, no. 1	TX0007731402	8/8/2013	7/10/2013	United States
Ghosted	vol. 1, no.2	TX0007743444	8/30/2013	8/14/2013	United States
Ghosted	vol. 1, no. 3	TX0007756159	11/4/2013	9/11/2013	United States
Ghosted	vol. 1, no. 4	TX0007756162	11/4/2013	10/9/2013	United States
Ghosted	vol. 1, no. 5	TX0007794938	1/9/2014	11/6/2013	United States
Ghosted	vol. 1, no. 6	TX0007804524	2/17/2014	1/15/2014	United States
Ghosted	vol. 1, no. 7	TX0007814992	3/5/2014	2/19/2014	United States
Ghosted	vol. 1, no. 8	TX0007844524	4/17/2014	3/19/2014	United States

Ghosted	vol. 1, no. 9	TX0007851348	5/21/2014	4/23/2014	United States
Ghosted	vol. 1, no. 10	TX0007854246	5/30/2014	5/21/2014	United States
Ghosted	vol. 1, no. 11	TX0007983078	1/28/2015	7/9/2014	United States
Ghosted	vol. 1, no. 12	TX0007914697	8/28/2014	8/13/2014	United States
Ghosted	vol. 1, no. 13	TX0007952224	12/11/2014	9/10/2014	United States
Ghosted	vol. 1, no. 14	TX0007979961	1/15/2015	10/1/2014	United States
Ghosted	vol. 1, no. 14	TX0007980767	2/2/2015	10/8/2014	United States
Ghosted	vol. 1, no. 15	TX0008081957	8/24/2015	11/12/2014	United States
Ghosted	vol. 1, no. 16	TX0008081956	8/24/2015	1/14/2015	United States
Ghosted	vol. 1, no. 17	TX0008054845	6/26/2015	2/11/2015	United States
Ghosted	vol. 1, no. 18			3/11/2015	United States
Ghosted	vol. 1, no. 19			4/15/2015	United States
Ghosted	vol. 1, no. 20			5/20/2019	United States
Green Valley	vol. 1, no. 1	TX0008340523	11/22/2016	10/5/2016	United States
Green Valley	vol. 1, no. 2	TX0008340521	11/22/2016	11/9/2016	United States
Green Valley	vol. 1, no. 3	TX0008355541	4/7/2017	12/14/2016	United States
Green Valley	vol. 1, no. 4	TX0008355540	4/7/2017	1/11/2017	United States
Green Valley	vol. 1, no. 5	TX0008355537	4/7/2017	2/8/2017	United States
Green Valley	vol. 1, no. 6	TX0008355534	4/7/2017	3/8/2017	United States
Green Valley	vol. 1, no. 7	TX0008737324	4/25/2019	4/12/2017	United States
Green Valley	vol. 1, no. 8	TX0008737318	4/25/2019	5/10/2017	United States
Green Valley	vol. 1, no. 9			6/14/2017	
Guarding the Globe	vol. 1, no. 1			9/5/2012	

Guarding the Globe	vol. 1, no. 2			10/3/2012	
Guarding the Globe	vol. 1, no. 3	TX0007804539	2/17/2014	11/7/2012	United States
Guarding the Globe	vol. 1, no. 4	TX0007804536	2/17/2014	12/5/2012	United States
Guarding the Globe	vol. 1, no. 5	TX0007804534	2/17/2014	1/2/2013	United States
Guarding the Globe	vol. 1, no. 6	TX0007804551	2/17/2014	2/6/2013	United States
Hardcore	vol. 1, no. 1	TX0008640018	8/9/2018	5/16/2012	United States
Hardcore	vol. 1, no. 2	TX0008741471	4/25/2019	1/23/2019	United States
Hardcore	vol. 1, no. 3	TX0008741470	4/25/2019	2/27/2019	United States
Hardcore	vol. 1, no. 4	TX0008741468	4/25/2019	3/27/2019	United States
Hardcore	vol. 1, no. 5	TX0008780933	7/24/2019	4/24/2019	United States
Hardcore: Reloaded	vol. 1, no. 1	TX0008968822	2/7/2020	12/18/2019	United States
Hardcore: Reloaded	vol. 1, no. 2			1/22/2020	United States
Hardcore: Reloaded	vol. 1, no. 3			2/19/2020	United States
Hardcore: Reloaded	vol. 1, no. 4			3/18/2020	United States
Hardcore: Reloaded	vol. 1, no. 5			6/17/2020	United States
Hardcore; series of comic books/graphic novels	N/A	V9963D533	10/31/2018	10/8/2018	United States
Heart Attack	vol. 1, no. 1	TX0008968820		11/20/2019	United States
Heart Attack	vol. 1, no. 2	TX0008968569	2/7/2020	12/18/2019	United States
Heart Attack	vol. 1, no. 3			1/22/2020	United States
Heart Attack	vol. 1, no. 4			2/26/2020	United States
Heart Attack	vol. 1, no. 5			3/25/2020	United States
Heart Attack	vol. 1, no. 6			6/17/2020	United States

Horizon	vol. 1, no. 1	TX0008233056	8/10/2016	7/13/2016	United States
Horizon	vol. 1, no. 10	TX0008411564	7/31/2017	4/19/2017	United States
Horizon	vol. 1, no. 11	TX0008411565	7/31/2017	5/17/2017	United States
Horizon	vol. 1, no. 12	TX0008411566	7/31/2017	6/21/2017	United States
Horizon	vol. 1, no. 13	TX0008551046	11/7/2017	8/16/2017	United States
Horizon	vol. 1, no. 14	TX0008549790	11/7/2017	9/20/2017	United States
Horizon	vol. 1, no. 15	TX0008549775	11/7/2017	10/18/2017	United States
Horizon	vol. 1, no. 16	TX0008550922	12/28/2017	11/15/2017	United States
Horizon	vol. 1, no. 17	TX0008550926	12/28/2017	12/20/2017	United States
Horizon	vol. 1, no. 2	TX0008340547	11/22/2016	8/17/2016	United States
Horizon	vol. 1, no. 3	TX0008340548	11/22/2016	9/21/2016	United States
Horizon	vol. 1, no. 4	TX0008340549	11/22/2016	10/19/2016	United States
Horizon	vol. 1, no. 5	TX0008340524	11/22/2016	11/16/2016	United States
Horizon	vol. 1, no. 6	TX0008355550	4/7/2017	12/21/2016	United States
Horizon	vol. 1, no. 7	TX0008355549	4/7/2017	1/18/2017	United States
Horizon	vol. 1, no. 8	TX0008355546	4/7/2017	2/15/2017	United States
Horizon	vol. 1, no. 9	TX0008355544	4/7/2017	3/15/2017	United States
Horizon	vol. 1, no. 18			2/21/2018	United States
I Hate This Place	vol. 1, no. 1	1-12847644487	N/A	5/18/2022	United States
I Hate This Place	vol. 1, no. 2	1-12847804310	N/A	6/22/2022	United States
I Hate This Place	vol. 1, no. 3	1-12847804366	N/A	7/27/2022	United States

I Hate This Place	vol. 1, no. 4	1-12847843032	N/A	8/24/2022	United States
I Hate This Place	vol. 1, no. 5	1-12847871829	N/A	9/28/2022	United States
I Hate This Place	vol. 1, no. 6	1-12847872536	N/A	3/1/2023	United States
I Hate This Place	vol. 1, no. 7	1-12847872573	N/A	4/5/2023	United States
I Hate This Place	vol 1, no. 8	1-12847942286	N/A	5/3/2023	United States
I Hate This Place	vol. 1, no. 9	1-12847942363	N/A	6/7/2023	United States
I Hate This Place	vol. 1, no. 10	1-12847942390	N/A	7/5/2023	United States
Kill The Minotaur	vol. 1, no. 1	TX0008411569	7/31/2017	6/14/2017	United States
Kill The Minotaur	vol. 1, no. 2	TX0008411570	7/31/2017	7/19/2017	United States
Kill The Minotaur	vol. 1, no. 3	TX0008549787	11/7/2017	8/16/2017	United States
Kill The Minotaur	vol. 1, no. 4	TX0008526175	11/7/2017	9/20/2017	United States
Kill The Minotaur	vol. 1, no. 5	TX0008551054	11/7/2017	10/18/2017	United States
Kill the Minotaur	vol. 1, no. 6	TX0008550941	12/28/2017	11/15/2017	United States
Manifest Destiny	vol. 1, no. 1	TX0007794930	1/9/2014	11/13/2013	United States
Manifest Destiny	vol. 1, no. 2	TX0007804520	2/17/2014	12/11/2013	United States
Manifest Destiny	vol. 1, no. 3	TX0007804527	2/17/2014	1/8/2014	United States
Manifest Destiny	vol. 1, no. 4	TX0007804950	2/19/2014	2/12/2014	United States
Manifest Destiny	vol. 1, no. 5	TX0007822467	3/14/2014	3/12/2014	United States
Manifest Destiny	vol. 1, no. 6	TX0007844518	4/17/2014	4/9/2014	United States
Manifest Destiny	vol. 1, no. 7	TX0007899278	8/11/2014	6/11/2014	United States
Manifest Destiny	vol. 1, no. 8	TX0007914700	8/28/2014	7/16/2014	United States
Manifest Destiny	vol. 1, no. 8	TX0007983852	1/28/2015	7/16/2014	United States

Manifest Destiny	vol. 1, no. 9	TX0007952199	12/11/2014	8/20/2014	United States
Manifest Destiny	vol. 1, no. 10	TX0007983906	1/27/2015	9/17/2014	United States
Manifest Destiny	vol. 1, no. 11	TX0007979973	1/15/2015	9/15/2014	United States
Manifest Destiny	vol. 1, no. 12	TX0007984007	1/27/2015	12/17/2014	United States
Manifest Destiny	vol. 1, no. 13	TX0008054846	6/26/2015	2/18/2015	United States
Manifest Destiny	vol. 1, no. 14	TX0008054873	6/26/2015	4/22/2015	United States
Manifest Destiny	vol. 1, no. 15	TX0008081986	8/24/2015	6/17/2015	United States
Manifest Destiny	vol. 1, no. 16	TX0008081989	8/24/2015	8/19/2015	United States
Manifest Destiny	vol. 1, no. 17	TX0008557797	12/11/2015	9/16/2015	United States
Manifest Destiny	vol. 1, no. 17	TX0008355620	4/7/2017	9/16/2015	United States
Manifest Destiny	vol. 1, no. 18	TX0008171272	12/11/2015	10/28/2015	United States
Manifest Destiny	vol. 1, no. 19	TX0008315034	8/15/2016	5/18/2016	United States
Manifest Destiny	vol. 1, no. 20	TX0008315038	8/15/2016	6/15/2016	United States
Manifest Destiny	vol. 1, no. 21	TX0008315048	8/15/2016	7/20/2016	United States
Manifest Destiny	vol. 1, no. 22	TX0008340541	11/22/2016	8/17/2016	United States
Manifest Destiny	vol. 1, no. 23	TX0008340542	11/22/2016	9/21/2016	United States
Manifest Destiny	vol. 1, no. 24	TX0008340544	11/22/2016	10/19/2016	United States
Manifest Destiny	vol. 1, no. 25	TX0008355619	4/7/2017	1/18/2017	United States
Manifest Destiny	vol. 1, no. 26	TX0008355618	4/7/2017	2/15/2017	United States
Manifest Destiny	vol. 1, no. 27	TX0008355616	4/7/2017	3/15/2017	United States
Manifest Destiny	vol. 1, no. 28	TX0008411575	7/31/2017	5/3/2017	United States
Manifest Destiny	vol. 1, no. 29	TX0008411576	7/31/2017	6/14/2017	United States

Manifest Destiny	vol. 1, no. 30	TX0008551041	11/7/2017	8/9/2017	United States
Manifest Destiny	vol. 1, no. 31	TX0008551049	11/7/2017	10/4/2017	United States
Manifest Destiny	vol. 1, no. 32	TX0008550949	12/28/2017	11/29/2017	United States
Manifest Destiny	vol. 1, no. 33			1/24/2018	United States
Manifest Destiny	vol. 1, no. 34			3/28/2018	United States
Manifest Destiny	vol. 1, no. 35	TX0008647854	8/22/2018	5/23/2018	United States
Manifest Destiny	vol. 1, no. 36			8/15/2018	United States
Manifest Destiny	vol. 1, no. 37	TX0008968597	2/7/2020	10/23/2019	United States
Manifest Destiny	vol. 1, no. 38	TX0008968600	2/7/2020	11/6/2019	United States
Manifest Destiny	vol. 1, no. 39	TX0008968628	2/7/2020	12/4/2019	United States
Manifest Destiny	vol. 1, no. 40			1/1/2020	United States
Manifest Destiny	vol. 1, no. 41			2/5/2020	United States
Manifest Destiny	vol. 1, no. 42			3/11/2020	United States
Manifest Destiny	vol. 1, no. 43			5/26/2021	United States
Manifest Destiny	vol. 1, no. 44			6/23/2021	United States
Manifest Destiny	vol. 1, no. 45			12/29/2021	United States
Manifest Destiny	vol. 1, no. 46			5/4/2022	United States
Manifest Destiny	vol. 1, no. 47			9/21/2022	United States
Manifest Destiny	vol. 1, no. 48			12/28/2022	United States
Murder Falcon	vol. 1, no. 1	TX0008741606	4/25/2019	10/10/2018	United States
Murder Falcon	vol. 1, no. 2	TX0008741603	4/25/2019	11/14/2018	United States
Murder Falcon	vol. 1, no. 3	TX0008741608	4/25/2019	12/12/2018	United States
Murder Falcon	vol. 1, no. 4	TX0008741609	4/25/2019	1/9/2019	United States

Murder Falcon	vol. 1, no. 5	TX0008741313	4/25/2019	2/13/2019	United States
Murder Falcon	vol. 1, no. 6	TX0008741316	4/25/2019	3/13/2019	United States
Murder Falcon	vol. 1, no. 7	TX0008785946	7/23/2019	4/10/2019	United States
Murder Falcon	vol. 1, no. 8	TX0008785940	7/23/2019	5/8/2019	United States
Murderer	vol. 1, no. 1	TX0008640004	8/9/2018	12/9/2009	United States
Outer Darkness	vol. 1, no. 1	TX0008738994	4/25/2019	11/7/2018	United States
Outer Darkness	vol. 1, no. 10	TX0008811797	10/25/2019	9/11/2019	United States
Outer Darkness	vol. 1, no. 11	TX0008968573	2/7/2020	10/9/2019	United States
Outer Darkness	vol. 1, no. 12	TX0008968572	2/7/2020	11/20/2019	United States
Outer Darkness	vol. 1, no. 2	TX0008738997	4/25/2019	12/12/2018	United States
Outer Darkness	vol. 1, no. 3	TX0008738999	4/25/2019	1/9/2019	United States
Outer Darkness	vol. 1, no. 4	TX0008739002	4/25/2019	2/13/2019	United States
Outer Darkness	vol. 1, no. 5	TX0008739006	4/25/2019	3/13/2019	United States
Outer Darkness	vol. 1, no. 8	TX0008811794	10/25/2019	7/10/2019	United States
Outer Darkness	vol. 1, no. 9	TX0008811716	10/25/2019	8/14/2019	United States
Outer Darkness /Chew	vol. 1, no. 1			3/4/2020	United States
Outer Darkness /Chew	vol. 1, no. 2			5/27/2020	United States
Outer Darkness /Chew	vol. 1, no. 3			6/24/2020	United States
Outpost Zero	vol. 1, no. 1	TX0008652064	8/22/2018	7/11/2018	United States
Outpost Zero	vol. 1, no. 10	TX0008809147	10/25/2019	7/19/2019	United States

Outpost Zero	vol. 1, no. 11	TX0008809156	10/25/2019	7/17/2019	United States
Outpost Zero	vol. 1, no. 12	TX0008811706	10/25/2019	8/21/2019	United States
Outpost Zero	vol. 1, no. 13	TX0008811710	10/25/2019	9/18/2019	United States
Outpost Zero	vol. 1, no. 14			12/18/2019	United States
Outpost Zero	vol. 1, no. 2	TX0008647957	8/22/2018	8/8/2018	United States
Outpost Zero	vol. 1, no. 3	TX0008741463	4/25/2019	9/5/2018	United States
Outpost Zero	vol. 1, no. 4	TX0008741361	4/25/2019	10/10/2018	United States
Outpost Zero	vol. 1, no. 5	TX0008741462	4/25/2019	12/19/2018	United States
Outpost Zero	vol. 1, no. 6	TX0008741351	4/25/2019	1/16/2019	United States
Outpost Zero	vol. 1, no. 7	TX0008741338	4/25/2019	2/20/2019	United States
Outpost Zero	vol. 1, no. 8	TX0008741327	4/25/2019	3/20/2019	United States
Outpost Zero	vol. 1, no. 9	TX0008785955	7/23/2019	4/17/2019	United States
Reaver	vol. 1, no. 1	TX0008809144	10/25/2019	7/10/2019	United States
Reaver	vol. 1, no. 2	TX0008807473	10/25/2019	8/14/2019	United States
Reaver	vol. 1, no. 3	TX0008811719	10/25/2019	9/11/2019	United States
Reaver	vol. 1, no. 4	TX0008968589	2/7/2020	10/9/2019	United States
Reaver	vol. 1, no. 5	TX0008968594	2/7/2020	11/13/2019	United States
Reaver	vol. 1, no. 6	TX0008968585	2/7/2020	12/11/2020	United States
Reaver	vol. 1, no. 7			3/11/2020	United States
Reaver	vol. 1, no. 8			6/3/2020	United States
Reaver	vol. 1, no. 9			7/1/2020	United States

Reaver	vol. 1, no. 10			8/5/2020	United States
Reaver	vol. 1, no. 11			9/9/2020	United States
Redneck	vol. 1, no. 1	TX0008411583	7/31/2017	4/19/2017	United States
Redneck	vol. 1, no. 2	TX0008411585	7/31/2017	5/24/2017	United States
Redneck	vol. 1, no. 3	TX0008411586	7/31/2017	6/28/2017	United States
Redneck	vol. 1, no. 4	TX0008411587	7/31/2017	7/26/2017	United States
Redneck	vol. 1, no. 5	TX0008549805	11/7/2017	8/23/2017	United States
Redneck	vol. 1, no. 6	TX0008549770	11/7/2017	9/27/2017	United States
Redneck	vol. 1, no. 7	TX0008549768	12/28/2017	11/22/2017	United States
Redneck	vol. 1, no. 8			12/27/2017	United States
Redneck	vol. 1, no. 9			1/24/2018	United States
Redneck	vol. 1, no. 10			2/28/2018	United States
Redneck	vol. 1, no. 11			3/28/2018	United States
Redneck	vol. 1, no. 12	TX0008647965	8/22/2018	4/25/2018	United States
Redneck	vol. 1, no. 13	TX0008647939	8/22/2018	7/25/2018	United States
Redneck	vol. 1, no. 14	TX0008738471	4/25/2019	8/22/2018	United States
Redneck	vol. 1, no. 15	TX0008738431	4/25/2019	9/28/2018	United States
Redneck	vol. 1, no. 16	TX0008738405	4/25/2019	10/24/2018	United States
Redneck	vol. 1, no. 17	TX0008738403	4/25/2019	11/28/2018	United States
Redneck	vol. 1, no. 18	TX0008738394	4/25/2019	1/2/2019	United States
Redneck	vol. 1, no. 19	TX0008780923	7/24/2019	4/24/2019	United States

Redneck	vol. 1, no. 20	TX0008781352	7/24/2019	5/22/2019	United States
Redneck	vol. 1, no. 21	TX0008781354	7/24/2019	6/26/2019	United States
Redneck	vol. 1, no. 22	TX0008811741	10/25/2019	7/24/2019	United States
Redneck	vol. 1, no. 23	TX0008811747	10/25/2019	9/4/2019	United States
Redneck	vol. 1, no. 24			10/9/2019	United States
Redneck	vol. 1, no. 25			1/29/2020	United States
Redneck	vol. 1, no. 26			2/26/2020	United States
Redneck	vol. 1, no. 27			6/24/2020	United States
Redneck	vol. 1, no. 28			10/14/2020	United States
Redneck	vol. 1, no. 29			12/23/2020	United States
Redneck	vol. 1, no. 30			2/24/2021	United States
Redneck	vol. 1, no. 31			12/1/2021	United States
Redneck	vol. 1, no. 32			2/9/2022	United States
Redneck; comic book series	N/A	V9957D788	4/17/2018	2/5/2018	United States
Resume with Monsters	N/A	PAu003891808	8/18/2017		United States
Six Sidekicks of Trigger Keaton	vol. 1, no. 1			6/9/2021	United States
Six Sidekicks of Trigger Keaton	vol. 1, no. 2			7/14/2021	United States
Six Sidekicks of Trigger Keaton	vol. 1, no. 3			8/11/2021	United States
Six Sidekicks of Trigger Keaton	vol. 1, no. 4			9/8/2021	United States
Six Sidekicks of Trigger Keaton	vol. 1, no. 5			10/13/2021	United States
Six Sidekicks of Trigger Keaton	vol. 1, no. 6			11/10/2021	United States
Skybound X	vol. 1, no. 1			7/7/2021	United States
Skybound X	vol. 1, no. 2			7/14/2021	United States
Skybound X	vol. 1, no. 3			7/21/2021	United States

Skybound X	vol. 1, no. 4			7/28/2021	United States
Skybound X	vol. 1, no. 5			8/4/2021	United States
Slots	vol. 1, no. 1	TX0008549801	11/7/2017	10/4/2017	United States
Slots	vol. 1, no. 2	TX0008550935	12/28/2017	11/8/2017	United States
Slots	vol. 1, no. 3	TX0008550938	12/28/2017	12/13/2017	United States
Slots	vol. 1, no. 4			1/10/2018	United States
Slots	vol. 1, no. 5			2/14/2018	United States
Slots	vol. 1, no. 6			3/14/2018	United States
Stealth	vol. 1, no. 1	TX0008640008	8/9/2018	5/5/2010	United States
Stealth	vol. 1, no. 1			3/11/2020	United States
Stealth	vol. 1, no. 2			6/10/2020	United States
Stealth	vol. 1, no. 3			7/8/2020	United States
Stealth	vol. 1, no. 4			8/12/2020	United States
Stealth	vol. 1, no. 5			9/9/2020	United States
Stealth	vol. 1, no. 6			10/14/2020	United States
Stellar	vol. 1, no. 1				
Stellar	vol. 1, no. 1	TX0008647843	8/22/2018	6/13/2018	United States
Stellar	vol. 1, no. 2	TX0008652088	8/22/2018	7/18/2018	United States

Stellar	vol. 1, no. 3	TX0008652057	8/22/2018	8/15/2018	United States
Stellar	vol. 1, no. 4	TX0008738482	4/25/2019	9/19/2018	United States
Stellar	vol. 1, no. 5	TX0008738481	4/25/2019	10/17/2018	United States
Stellar	vol. 1, no. 6	TX0008738476	4/25/2019	11/21/2018	United States
Stillwater	vol. 1, no. 1			9/16/2020	United States
Stillwater	vol. 1, no. 2			10/21/2020	United States
Stillwater	vol. 1, no. 3			11/18/2020	United States
Stillwater	vol. 1, no. 4			12/16/2020	United States
Stillwater	vol. 1, no. 5			1/20/2021	United States
Stillwater	vol. 1, no. 6			2/27/2021	United States
Stillwater	vol. 1, no. 7			5/19/2021	United States
Stillwater	vol. 1, no. 8			6/16/2021	United States
Stillwater	vol. 1, no. 9			8/4/2021	United States
Stillwater	vol. 1, no. 10			9/22/2021	United States
Stillwater	vol. 1, no. 11			11/10/2021	United States
Stillwater	vol. 1, no. 12			1/12/2022	United States
Stillwater	vol. 1, no. 13			5/25/2022	United States
Stillwater	vol. 1, no. 14			8/3/2022	United States
Stillwater	vol. 1, no. 15			9/28/2022	United States
Stillwater	vol. 1, no. 16			11/30/222	United States
Stillwater	vol. 1, no. 17			1/4/2023	United States

Stillwater	vol. 1, no. 18			4/5/2023	United States
Summoners War: Legacy	vol. 1, no. 1			4/28/2021	United States
Summoners War: Legacy	vol. 1, no. 2			5/26/2021	United States
Summoners War: Legacy	vol. 1, no. 3			6/23/2021	United States
Summoners War: Legacy	vol. 1, no. 4			7/28/2021	United States
Summoners War: Legacy	vol. 1, no. 5			8/25/2021	United States
Summoners War: Legacy	vol. 1, no. 6			9/22/2021	United States
Tech Jacket	vol. 1, no. 10	TX0008739018	4/25/2019	6/17/2015	United States
Thief of Thieves	vol. 1, no. 1	TX0007512036	3/27/2012	2/8/2012	United States
Thief of Thieves	vol. 1, no. 12	TX0007681753	4/22/2013	2/20/2013	United States
Thief of Thieves	vol. 1, no. 13	TX0007701253	5/20/2013	4/17/2013	United States
Thief of Thieves	vol. 1, no. 14	TX0007731398	8/8/2013	5/29/2013	United States
Thief of Thieves	vol. 1, no. 15	TX0007743423	8/30/2013	7/20/2013	United States
Thief of Thieves	vol. 1, no. 16	TX0008132807	12/10/2015	8/21/2013	United States
Thief of Thieves	vol. 1, no. 17	TX0007756164	11/4/2013	10/16/2013	United States
Thief of Thieves	vol. 1, no. 18	TX0007794932	1/9/2014	11/27/2013	United States
Thief of Thieves	vol. 1, no. 30	TX0008132806	12/10/2015	8/26/2015	United States
Thief of Thieves	vol. 1, no. 31	TX0008132805	12/10/2015	9/23/2015	United States
Thief of Thieves	vol. 1, no. 32	TX0008233058	8/10/2016	6/22/2016	United States
Thief of Thieves	vol. 1, no. 33	TX0008233062	8/10/2016	7/27/2016	United States
Thief of Thieves	vol. 1, no. 34	TX0008340535	11/22/2016	8/24/2016	United States
Thief of Thieves	vol. 1, no. 35	TX0008340536	11/22/2016	9/28/2016	United States

Thief of Thieves	vol. 1, no. 36	TX0008340538	11/22/2016	10/26/2016	United States
Thief of Thieves	vol. 1, no. 37	TX0008355573	4/7/2017	11/23/2016	United States
Thief of Thieves	vol. 1, no. 38	TX0008652074	8/22/2018	7/4/2018	United States
Thief of Thieves	vol. 1, no. 39	TX0008647942	8/22/2018	8/1/2018	United States
Thief of Thieves	vol. 1, no. 40	TX0008740186	4/25/2019	9/5/2018	United States
Thief of Thieves	vol. 1, no. 41	TX0008740179	4/25/2019	10/3/2018	United States
Thief of Thieves	vol. 1, no. 42	TX0008740178	4/25/2019	11/14/2018	United States
Thief of Thieves	vol. 1, no. 43	TX0008780946	7/24/2019	6/26/2019	United States
Thief of thieves / Reg. television program	N/A	V9936D095	7/8/2016	Date of Certification 7/7/2016	United States
Thief of thieves: issue: vol 1, no 26 & 3 other titles	N/A	V9930D991	12/10/2015	12/4/2015	United States
Thief of thieves: issue: vol 1, no 26 / Reg. TX8090926	vol. 1, no. 26	V9930D991	12/10/2015	12/4/2015	United States
Thief of thieves: issue: vol 1, no 27 / Reg. TX8090924	vol. 1, no. 27	V9930D991	12/10/2015	12/4/2015	United States
Thief of thieves: issue: vol 1, no 28 / Reg. TX8111530	vol. 1, no. 28	V9930D992	12/10/2015	12/5/2015	United States
Thief of thieves: issue: vol 1, no 29 / Reg. TX8111526	vol. 1, no. 29	V9930D991	12/10/2015	12/4/2015	United States
Thief of Thieves: issue: vol. 1., no. 1 & 17 / Reg. TX7512036	N/A	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 1 & 17 other titles	N/A	V9926D411	6/25/2015	6/23/2015	United States

Thief of Thieves: issue: vol. 1., no. 10 / Reg. TX7640545	vol. 1, no. 10	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 11 / Reg. TX7640555	vol. 1, no. 11	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 19 / Reg. TX7822457	vol. 1, no. 19	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 2 / Reg. TX7512035	vol. 1, no. 2	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 20 / Reg. TX7851358	vol. 1, no. 20	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 21 / Reg. TX7914955	vol. 1, no. 21	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 22 / Reg. TX7899270	vol. 1, no. 22	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 23 / Reg. TX7914695	vol. 1, no. 23	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 24 / Reg. TX7987095	vol. 1, no. 24	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 25 / Reg. TX7980768	vol. 1, no. 25	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 3 / Reg. TX7530687	vol. 1, no. 3	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 4 / Reg. TX7536462	vol. 1, no. 4	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 5 / Reg. TX7581547	vol. 1, no. 5	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 6 / Reg. TX7581541	vol. 1, no. 6	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 7 / Reg. TX7606384	vol. 1, no. 7	V9926D411	6/25/2015	6/23/2015	United States

Thief of Thieves: issue: vol. 1., no. 8 / Reg. TX7613912	vol. 1, no. 8	V9926D411	6/25/2015	6/23/2015	United States
Thief of Thieves: issue: vol. 1., no. 9 / Reg. TX7613920	vol. 1, no. 9	V9926D411	6/25/2015	6/23/2015	United States
Trover Saves the Universe	vol. 1, no. 1			8/4/2021	United States
Trover Saves the Universe	vol. 1, no. 2			9/8/2021	United States
Trover Saves the Universe	vol. 1, no. 3			10/13/2021	United States
Trover Saves the Universe	vol. 1, no. 4			11/10/2021	United States
Trover Saves the Universe	vol. 1, no. 5			12/8/2021	United States
Ultramega	vol. 1, no. 1			3/17/2021	United States
Ultramega	vol. 1, no. 2			4/21/2021	United States
Ultramega	vol. 1, no. 3			5/19/2021	United States
Ultramega	vol. 1, no. 4			6/16/2021	United States
Witch Doctor	vol. 1, no. 1	TX0007597641	9/27/2012	6/29/2011	United States
Witch Doctor	vol. 1, no. 1	TX0008112458	10/11/2011	6/29/2011	United States
Witch Doctor	vol. 1, no. 2	TX0008112458	10/11/2011	7/20/2011	United States
Witch Doctor	vol. 1, no. 2	TX0007597691	9/27/2012	7/1/2011	United States
Witch Doctor	vol. 1, no. 3	TX0007530679	4/24/2012	9/21/2011	United States
Witch Doctor	vol. 1, no. 4	TX0007530677	4/24/2012	11/2/2011	United States
Witch Doctor: Mal Practice	vol. 1, no. 1	TX0007640553	1/18/2013	11/28/2012	United States
Witch Doctor: Mal Practice	vol. 1, no. 2	TX0007700526	6/17/2013	12/19/2012	United States
Witch Doctor: Mal Practice	vol. 1, no. 3	TX0007700519	6/17/2013	1/23/2013	United States

Witch Doctor: Mal Practice	vol. 1, no. 4	TX0007700515	6/17/2013	2/27/2013	United States
Witch Doctor: Mal Practice	vol. 1, no. 5	TX0007731386	8/8/2013	3/27/2013	United States
Witch Doctor: Mal Practice	vol. 1, no. 6	TX0007731389	8/8/2013	4/24/2013	United States

Registered Domain Name:

<https://www.skybound.com>⁴

Governmental/Regulatory Approval and Compliance

The Issuer is subject to and affected by the laws and regulations of U.S. federal, state and local governmental authorities. These laws and regulations are subject to change.

Litigation

The Issuer is not subject to any current or threatened litigation; however, the Issuer makes the following disclosures for informational purposes:

- In January 2022, a lawsuit was filed in federal court against a principal of the Issuer by a colorist who performed services on a comic book. Though the lawsuit does list a principal of the Issuer and the Issuer’s subsidiaries commercialize the involved IP, neither the Issuer nor any of its subsidiaries are parties to the lawsuit. To the Issuer’s knowledge, the lawsuit is currently still pending.
- The City of Los Angeles has issued an assessment notice to Skybound Interactive, LLC (an indirect wholly-owned subsidiary of the Issuer) following an audit of Skybound Interactive’s business tax payments for the tax years 2018 – 2023. The notice states that Skybound Interactive has outstanding tax liability to the City of Los Angeles in the amount of \$132,114.53. Skybound Interactive has paid the principal amount of the tax liability but has submitted a statement of disagreement to the City of Los Angeles to dispute the accrued interest and penalties.
- The Issuer and its subsidiaries may be subject to certain legal proceedings and claims that arise in the normal course of business. The Issuer does not believe the amount of liability, as a result of these types of proceedings and claims will have a materially adverse effect on the Issuer’s consolidated financial position, results of operations, and cash flows.

⁴ This is the Issuer’s primary domain name.

USE OF PROCEEDS

The following table illustrates how we intend to use the net proceeds received from this Offering. The values below are not inclusive of payments to financial and legal service providers, fees associated with bad actor checks, payment processing fees, and escrow related fees, all of which were incurred in the preparation of this Offering and are due in advance of the closing of the Offering.

Use of Proceeds	% of Proceeds if Target Offering Amount Raised	Amount if Target Offering Amount Raised	% of Proceeds if Maximum Offering Amount Raised	Amount if Maximum Offering Amount Raised
Intermediary Fees	6%	\$3,000	5.4%	\$270,000
New Hires	4%	\$2,000	4.6%	\$230,000
Game Development	65%	\$32,500	65%	\$3,250,000
Game Marketing	25%	\$12,500	25%	\$1,250,000
Total	100%	\$50,000	100%	\$5,000,000

The Issuer has discretion to alter the use of proceeds set forth above to adhere to the Issuer's business plan and liquidity requirements. For example, economic conditions may alter the Issuer's general marketing or general working capital requirements.

Set forth below are reasonably specific descriptions of how we intend to use the net proceeds of this Offering for any category of at least ten percent (10%) in the table above, to assist you in understanding how the Offering proceeds will be used.

Game Development: The Issuer will use approximately 65% of the proceeds from the Offering to develop its first in-house AAA video game based on the *Invincible* universe.

Game Marketing: The Issuer will use approximately 25% of the proceeds from the Offering to market its first in-house developed AAA video game based on the *Invincible* universe.

OFFICERS, MANAGERS, AND KEY PERSONS

The officers, managers, and key persons of the Issuer are listed below along with all positions and offices held at the Issuer and their principal occupation and employment responsibilities for the past three (3) years.

Name	Positions and Offices Held at the Issuer	Principal Occupation and Employment Responsibilities for the Last Three (3) Years (Include Dates (three years of employment history must be provided). Please also include experience with the Issuer here, as well.)	Education (The subject each degree was earned in, the year each degree was earned and the school each degree was earned from must be included.)
David Alpert	Chief Executive Officer, Secretary, and Manager	Chief Executive Officer and Secretary at Skybound Holdings LLC (2017 – present) and Chief Executive Officer of Skybound, LLC and certain other subsidiaries of Skybound Holdings LLC (2010 – present); responsibilities include overseeing operations, creative development and production, and strategic business initiatives for the company and its ventures.	Harvard University, Bachelor of Arts in English, 1997 New York University School of Law, Juris Doctor, 2000
Jon Goldman	Co-Chairman and Manager	Co-Chairman at Skybound Holdings LLC (2018 – present) and an executive officer of Skybound, LLC and certain other subsidiaries of Skybound Holdings LLC (2013 – present); responsibilities include new business initiatives.	Harvard University, Bachelor of Arts in Asian Studies, 1987 University of Kyoto, Mombusho Fellowship, 1988 – 1990 UCLA, Anderson School of Management, Management Development for Entrepreneurs (MDE) Certificate, 1997
Robert Kirkman	Co-Chairman, Chief Creative Officer, and Manager	Chief Creative Officer at Skybound Holdings LLC (2017 – present), Co-Chairman at Skybound Holdings LLC (2018 – present) and an executive officer of Skybound, LLC and certain other subsidiaries of Skybound Holdings LLC (2010 – present); responsibilities include overseeing strategy and execution of creative activities.	High school diploma, 1997

Gregory Sulak	Chief Financial Officer	<p>Chief Financial Officer at Skybound Holdings LLC and certain of its subsidiaries (2024 – present); responsibilities include overseeing all financial activities.</p> <p>Chief Financial Officer at Wondery (2019 – 2024); responsibilities included overseeing all financial activities.</p>	<p>University of California Los Angeles, Bachelor of Arts in Economics/ Business, 1989</p> <p>The Wharton School of the University of Pennsylvania, Master of Business Administration, Finance and Multinational Management, 1994</p>
Byung Joon Song	Manager	<p>Global Strategy Officer (GSO) & Chairman at Com2uS Corp. (2013 – present); responsibilities include leading the Board and making the company’s strategic decisions.</p> <p>Global Strategy Officer (GSO) & Chairman at Com2uS Holdings Corp. (f/k/a GAMEVIL Inc.) (2000 – present); responsibilities include leading the Board and making the company’s strategic decisions.</p> <p>Chairman at Com2uS Platform Corp. (2021 – present); responsibilities include leading the Board and making the company’s major decisions.</p> <p>Chairman at WYSIWYG Studios Co., Ltd. (2021 – present); responsibilities include leading the Board and making the company’s major decisions.</p> <p>Director at Com2uS USA, Inc. (2006 – present); responsibilities include making the company’s major decisions.</p>	<p>Seoul National University, Bachelor of Science in Electrical Engineering, 1998</p>
Kevin D. Irwin, Jr.	Manager	<p>Chief Executive Officer and Chief Investment Officer at Knollwood Investment Advisory, LLC (2021 – present); responsibilities include strategic leadership of</p>	<p>University of Delaware, Bachelor of Science in Accounting & Economics, 1997</p>

		the firm and investment decisions.	Loyola University Maryland, Masters of Science and Finance, 2009
Sir Ian Livingstone	Manager	General Partner at Hiro Capital I LLP (2019 – present); responsibilities include sourcing and managing games company assets in the Hiro Capital portfolio, raising capital and deploying capital for the fund.	HND Business Studies, 1970 (UK) Diploma in Marketing, 1970 (UK) Certificate in Education (Cert Ed), 1976 (UK) Honorary Doctorate of Technology, Abertay University (2000) Honorary Doctorate of Arts, Bournemouth University (2011) Honorary Doctorate of Technology, University of Greenwich (2014) Honorary Doctorate of University of Suffolk (2019)
Carmen Carpenter	Manager	Partner at Evolution Media Capital, LLC (2011 – present); responsibilities include the origination, structuring and execution of media and entertainment M&A and financing transactions.	University of Southern California, Bachelor of Science in Business Administration/Finance, 1995

Biographical Information

David Alpert: Mr. Alpert is CEO and co-founder of the Issuer. Mr. Alpert co-founded Skybound Holdings LLC in 2010 alongside Robert Kirkman, with the belief that there was a better entertainment model: One that empowers creators with more control of their intellectual property (something seldom seen in the entertainment world). This served as the inspiration for Skybound Holding LLC’s business model, The “Wheel of Awesome.” The “Wheel of Awesome” model takes unique IP that can be adapted across all entertainment platforms in order to incubate, launch, and scale incredible content to best serve the creator and fan experience. Under Skybound Holding LLC’s approach, a comic book can become a video game, or a TV show can become a podcast, unlocking endless opportunities. As CEO, Mr. Alpert oversees operations, creative development and production, and strategic business initiatives for the Issuer and its ventures. His day doesn’t stop there – he is also a prolific TV, film, and digital producer on several of Skybound’s 150+ intellectual properties, with awards for The Walking Dead, Invincible, Outcast, Impact Winter, and many more. Mr. Alpert was the winner of the 2021 Ernst & Young “Entrepreneur of the Year” award and a member of the Young Presidents’ Organization (YPO). He graduated with honors from Harvard University and received his JD from New York University School of Law.

Jon Goldman: Mr. Goldman serves as Co-Chairman of the Issuer. Mr. Goldman's roots lie heavily in video game venture capital, having started his career at a boutique investment bank focused on US-Asia strategic deals. He brings more than two decades of experience in videogames to Skybound Holdings LLC, where he focuses on corporate development and general leadership. Mr. Goldman has been instrumental in securing capital for the Issuer through innovative approaches like Regulation A+, Kickstarter, and traditional venture investment. In addition to his role at Skybound Holdings LLC, Mr. Goldman runs two early-stage funds in the videogame and VR gaming areas – Tower 26 VC and GC VR Gaming Tracker Fund. He has also served as a Board Partner at Greycroft and Jerusalem Venture Partners. Mr. Goldman was Founder, Chairman, and CEO of Foundation 9 Entertainment, recognized as one of the largest independent videogame developers in the world, spanning 11 studios and 1000 employees. Foundation 9 created hundreds of videogames based on top-tier global brands such as Star Wars, The Matrix, The Simpsons, and Lord of the Rings. He sold Foundation 9 in 2006. Mr. Goldman holds a BA from Harvard University in Asian Studies (graduating magna cum laude) and is a member of Phi Beta Kappa. He also earned a Management Development for Entrepreneurs (MDE) Certificate from UCLA Anderson School of Management.

Robert Kirkman: Mr. Kirkman is the Co-Chairman, Chief Creative Officer and co-founder of Skybound Holdings LLC. Mr. Kirkman, an advocate for creator rights, co-founded Skybound Holdings LLC alongside his longtime business and producing partner, David Alpert, in an effort to ensure creators are able to maintain their intellectual property rights and creative control. Mr. Kirkman continues to develop and produce multiple personal projects and has collaborations with an extensive list of creators in all divisions of Skybound Holdings LLC, including comics, interactive games, film and television (traditional and digital platforms), licensing, and merchandising. First and foremost, a comic creator himself, Mr. Kirkman has seen groundbreaking success in the adaptation of his comic book titles into major franchises in all forms of content. In 2010, his Eisner award winning series, *The Walking Dead*, was developed into a television series. It became a worldwide phenomenon as the highest-rated basic cable drama of all time and was the #1 show on television among the coveted 18-49 demo. The property has also been extended into a blockbuster game franchise, licensing business and ongoing publishing success. Additionally, Mr. Kirkman's long-running comic *Invincible* (with co-creator Cory Walker and contributing creator Ryan Ottley) debuted in 2021 as an animated series streaming on Amazon Prime to critical acclaim and was quickly greenlit for two more seasons. The highly anticipated second season debuted in November 2023. Mr. Kirkman will also produce an adaptation of *Invincible* for the big screen. The project will be written, directed and produced by Seth Rogen and Evan Goldberg for Universal Pictures. In April 2023, the *Dracula* feature film, *Renfield*, from Universal Pictures, premiered, starring Nicolas Cage, Nicholas Hoult, and Awkwafina. *Renfield* is based on an original idea by Mr. Kirkman, who also serves as producer. Mr. Kirkman serves as consulting producer of *The Talking Dead*, the popular talk show hosted by Chris Hardwick that deep dives into each week's episode of both *The Walking Dead* and its companion series, *Fear the Walking Dead*. Mr. Kirkman is co-creator, writer, and producer of *Fear the Walking Dead*, which aired its final season in 2023. He is also executive producer of Robert Kirkman's *Secret History of Comics*, and the Korean pre-apocalyptic drama, *Five Year*. Mr. Kirkman's popular demonic-exorcism comic, *Outcast*, was adapted, produced and aired on Cinemax. Additional Kirkman comics include *Fire Power* (with co-creator Chris Samnee), *Oblivion Song* (with co-creator Lorenzo De Felici), *Die!Die!Die!* (with co-creators Chris Burnham and Scott M. Gimple), *Super Dinosaur* (with co-creator Jason Howard), *Battle Pope*, *Astounding Wolf-Man* (with co-creator Jason Howard), *Thief of Thieves*, and more.

Kevin D. Irwin, Jr.: Mr. Irwin serves as Chief Investment Officer at Knollwood Investment Advisory. Mr. Irwin served as Treasurer at Bunting Family Foundation. He is also the Founder of Irwin Tax & Financial Services. He served as Advisor to Spring Capital Partners. He also served as Board Member at Highfive Technologies. Mr. Irwin has a Masters of Science and Finance from Loyola University Maryland and a Bachelor of Science in Accounting & Economics from University of Delaware.

Ian Livingstone: Sir Ian Livingstone CBE is a pioneer and legend of the global video game industry and was made a Knight in 2022 and a Commander of the British Empire (CBE) in 2013 for his services to the UK video games industry. He co-founded two billion-dollar games companies, Games Workshop (Warhammer) and Eidos (Lara Croft: Tomb Raider) for whom, as Executive Chairman, he led the successful London IPO. He was an angel investor and chairman of Playdemic, creator of the global top ten mobile game, *Golf Clash*, and an angel investor in Medatonic, creators of the global hit *Fall Guys*. He is the former Chairman of Sumo Group PLC, a leading London-listed cross-platform games developer, and was instrumental in negotiating the sale of the company to Tencent in 2022. He co-created the multi-million-selling *Fighting Fantasy* series of role-playing gamebooks. He has been an angel investor and advisor to multiple leading games studios, including Midoki, Bossa Studios, Fusebox and Talewind. Sir Ian is currently a co-founding partner of Hiro Capital, a venture capital fund investing in games and technology, and also the co-founder of the Livingstone Academy, a next generation UK Academy School focused on a 21st century digital creative curriculum.

Byung Joon Song: Byung-Joon Song holds the position of Global Strategy Officer (GSO) & Chairman at Com2uS Corp., Global Strategy Officer (GSO) & Chairman at Com2uS Holdings Corp. (f/k/a GAMEVIL Inc.), Chairman at Com2uS Platform Corp., Chairman at WYSIWYG Studios Co., Ltd. and Director at Com2uS USA, Inc. Mr. Song is also on the board of Korea Internet & Digital Entertainment Association. He received an undergraduate degree from Seoul National University.

Indemnification

Indemnification is authorized by the Issuer to managers, officers, controlling persons and/or other members of the Issuer acting in their professional capacity pursuant to Delaware law and/or in their capacities pursuant to the Amended & Restated Operating Agreement. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

CAPITALIZATION, DEBT AND OWNERSHIP

Capitalization

The Issuer's authorized capital interests (hereinafter, the "**Capital Interests**") consist of units of limited liability company common equity interests (the "**Common Interests**"), units of Series A limited liability company preferred equity interests (the "**Series A Preferred Interests**"), units of Series B limited liability company preferred equity interests (the "**Series B Preferred Interests**") and units of limited liability company incentive plan interests (the "**Incentive Plan Interests**").

Outstanding Equity:

As of the date of this Form C/A, the Issuer has the following class of equity securities:⁵

⁵ Effective on April 4, 2024, the Issuer implemented a 1-to-5 split of its issued and outstanding Capital Interests (the "**Split**"). All Capital Interests have been retroactively adjusted to reflect the Split for all periods presented, unless otherwise indicated. The Issuer's financial statements have not been adjusted to reflect the Split.

Type	Common Interests
Amount Outstanding	4,437,065
Voting Rights	1 vote per unit
Anti-Dilution Rights	The founders of the Issuer (David Alpert via the Peanut & Pookie Family Trust; Robert Kirkman via the Kirkman Family 2014 Trust; and Jon Goldman via the Goldman/Gross Family Trust) (the “ Founders ”), who hold units of Common Interests, have preemptive rights to purchase their pro rata share of any Series B Preferred Interests or any equity securities with a liquidation preference or dividend, redemption, or voting rights senior or on parity with Series B Preferred Interests as well as rights, options or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities which the Issuer may, from time to time, propose to sell and issue.
Other Rights	<ul style="list-style-type: none"> (a) Special approval rights for certain significant acts of the Issuer which require the unanimous approval of the Founders; (b) The Founders have a right of first refusal if any other Founder desires to transfer all or part of its Capital Interests to a third party; (c) The Founders have the right to purchase all, but not less than all, of any other Founder’s Capital Interests if said other Founder experiences death, disability, termination of services or an involuntary transfer of its Capital Interests; (d) Upon a dissolution of marriage or domestic partnership or other division of marital property or domestic partnership property or other domestic transfer, in which the Founder whose Capital Interests are subject to the domestic transfer does not elect to purchase all of the Capital Interests involved in the domestic transfer, then the other Founders have the right to purchase said Capital Interests; and (e) Subject to certain exceptions, if any Founder proposes to transfer any of its Capital Interests, the other Members (including holders of Common Interests) have a tag-along right.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional units of Common Interests at a later date. The issuance of such additional units of Common Interests would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	77.52%

Type	Series A Preferred Interests
Amount Outstanding	401,020
Voting Rights	1 vote per unit
Anti-Dilution Rights	<p>The holders of Series A Preferred Interests have preemptive rights to purchase their pro rata share of any Series B Preferred Interests or any equity securities with a liquidation preference or dividend, redemption, or voting rights senior or on parity with Series B Preferred Interests as well as rights, options or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities which the Issuer may, from time to time, propose to sell and issue.</p> <p>The conversion price for the Series A Preferred Interests will be adjusted for account for subdivisions or combinations of Common Interests, reclassification, exchange or substitution of Common Interests, and certain dilutive issuances.</p>
Other Rights	<ul style="list-style-type: none"> (a) Special approval rights for certain significant acts of the Issuer which require the approval of at least 55% of the outstanding Series A Preferred Interests and Series B Preferred Interests (voting together as a single class on an as-if converted basis); (b) Subject to certain exceptions, if any Founder proposes to transfer any of its Capital Interests, the other Members (including holders of Series A Preferred Interests) have a tag-along right; (c) Subject to certain exceptions, if any holder of Preferred Interests desires to transfer all or a portion of its Preferred Interests, then the other holders of Preferred Interests have a right of first offer to purchase those Preferred Interests; (d) Right to convert into Common Interests at the applicable conversion rate (currently 1-to-1); automatic conversion into Common Interests at the applicable conversion rate (currently 1-to-1) at the election of at least 2/3 of the outstanding Series A Preferred Interests; and automatic conversion into Common Interests at the applicable conversion rate (currently 1-to-1) upon an IPO; (e) Series A Preferred Interests carry a 1x liquidation preference based on the original issue price of such Preferred Interests before participating with the Common Interests on a pro rata basis (up to an amount equal to the preferred liquidation preference); and (f) Holders of at least 25% of outstanding Series A Preferred Interests have information rights.

<p>How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF</p>	<p>The Issuer may issue additional units of Series A Preferred Interests at a later date. The issuance of such additional units of Series A Preferred Interests would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.</p>
<p>Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).</p>	<p>7.01%</p>

Type	Series B Preferred Interests
Amount Outstanding	356,540
Voting Rights	1 vote per unit
Anti-Dilution Rights	<p>The holders of Series B Preferred Interests have preemptive rights to purchase their pro rata share of any Series B Preferred Interests or any equity securities with a liquidation preference or dividend, redemption, or voting rights senior or on parity with Series B Preferred Interests as well as rights, options or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities which the Issuer may, from time to time, propose to sell and issue.</p> <p>The conversion price for the Series B Preferred Interests will be adjusted for account for subdivisions or combinations of Common Interests, reclassification, exchange or substitution of Common Interests, and certain dilutive issuances.</p>
Other Rights	<ul style="list-style-type: none"> (a) Special approval rights for certain significant acts of the Issuer which require the approval of at least 55% of the outstanding Series A Preferred Interests and Series B Preferred Interests (voting together as a single class on an as-if converted basis); (b) Special approval rights for certain significant acts of the Issuer which require the approval of a majority of the outstanding Series B Preferred Interests; (c) Subject to certain exceptions, if any Founder proposes to transfer any of its Capital Interests, the other Members (including holders of Series B Preferred Interests) have a tag-along right; (d) Subject to certain exceptions, if any holder of Preferred Interests desires to transfer all or a portion of its Preferred Interests, then the other holders of Preferred Interests have a right of first offer to purchase those Preferred Interests; (e) Right to convert into Common Interests at the applicable conversion rate (currently 1-to-1); and automatic conversion into Common Interests at the applicable conversion rate (currently 1-to-1) upon an IPO; (f) Series B Preferred Interests carry a 1x liquidation preference based on the original issue price of such Preferred Interests before participating with the Common Interests on a pro rata basis (up to an amount equal to the preferred liquidation preference); and (g) Holders of at least 25% of outstanding Series B Preferred Interests have information rights.

How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional units of Series B Preferred Interests at a later date. The issuance of such additional units of Series B Preferred Interests would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	6.23%

Type	Incentive Plan Interests
Amount Outstanding	8,015
Voting Rights	None
Anti-Dilution Rights	None
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional units of Incentive Plan Interests at a later date. The issuance of such additional units of Incentive Plan Interests would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	0.14%

Outstanding Options, SAFEs, Convertible Notes, Warrants

As of the date of this Form C/A, the Issuer has the following additional securities outstanding:

Type	Warrant to Purchase Common Interests
Amount Outstanding	8,620
Voting Rights	None
Anti-Dilution Rights	The exercise price and number of Common Interests issuable upon exercise of this Warrant are subject to adjustment upon any subdivision or consolidation of the Common Interests, or payment of dividends or other distributions upon the Common Interests payable in Capital Interests.
Material Terms	The Warrant, upon exercise, grants the holder of such Warrant the right to purchase 8,620 units of Common Interests at an aggregate pre-determined price of \$10.00.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional Common Warrants at a later date. The issuance of such additional Common Warrants would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	0.15%

Type	Warrant to Purchase Series A Preferred Interests
Amount Outstanding	9,125
Voting Rights	None
Anti-Dilution Rights	The exercise price and number of Series A Preferred Interests issuable upon exercise of this Warrant are subject to adjustment upon any subdivision or consolidation of the Series A Preferred Interests, or payment of dividends or other distributions upon the Series A Preferred Interests payable in securities or property.
Material Terms	The Warrant, upon exercise, grants the holder of such Warrant the right to purchase 9,125 units of Series A Preferred Interests at a pre-determined price of \$109.55 per unit. The Warrant vests over four (4) years from the date of grant in substantially equal annual installments.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional Series A Preferred Warrants at a later date. The issuance of such additional Series A Preferred Warrants would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	0.16%

Type	Options to Purchase Common Interests under 2019 Equity Incentive Plan
Amount Outstanding	465,350 ⁶
Voting Rights	None
Anti-Dilution Rights	None
Material Terms	Each Option, upon exercise, grants the holder of such Option the right to purchase units of Common Interests at a pre-determined price.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue or reserve for issuance additional Options at a later date. The issuance or reservation for issuance of such additional Options would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	8.13%

Type	SAFE (Simple Agreement for Future Equity)
Face Value	\$3,000,000
Voting Rights	None
Anti-Dilution Rights	None
Material Terms	Post-Money Valuation Cap of \$500,000,000 multiplied by 90%, plus the Purchase Amount.
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional SAFEs at a later date. The issuance of such additional SAFEs would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	0.66% ⁷

⁶ Represents issued and outstanding options and options available for issuance under the Issuer's 2019 Equity Incentive Plan.

⁷ Assumes conversion at SAFE Price.

Type	Common Interest Appreciation Rights (“CIARs”)
Amount Outstanding	936,580
Voting Rights	None
Anti-Dilution Rights	None
Material Terms	The CIARs units vest over 4 years so long as the holder remains employed by the Issuer or an affiliate of the Issuer. The CIARs units are exercisable upon a deemed liquidation event or within 5 years of an IPO. Issuance Price = \$52.24
How this security may limit, dilute or qualify the Security issued pursuant to Regulation CF	The Issuer may issue additional CIARs at a later date. The issuance of such additional CIARs would be dilutive, and could adversely affect the value of the Securities issued pursuant to the Regulation CF.
Percentage ownership of the Issuer by the holders of such security (assuming conversion prior to the Offering if convertible securities).	N/A ⁸

Outstanding Debt

As of the date of this Form C/A, the Issuer has the following debt outstanding:

Type	Senior Secured Revolving Credit Facility
Creditor	East West Bank
Amount Outstanding	\$3,000,000 ⁹
Interest Rate and Amortization Schedule	Floating interest rate based on applicable margin plus the Prime Rate but at no time is it less than 3.5% per annum.
Description of Collateral (if any)	Guaranteed by the direct and indirect wholly-owned subsidiaries of the Issuer and secured by substantially all of the Issuer’s and its wholly-owned subsidiaries’ negotiable collateral and intellectual property collateral.
Other Material Terms	Senior secured revolving credit facility for \$10,000,000, which can be increased up to \$20,000,000 via an accordion feature.
Maturity Date	August 3, 2026
Date Entered Into	August 3, 2023

⁸ CIARs track the unit price of Common Interests (with an issuance value of \$52.24) and any appreciation in value is payable to the holder upon a deemed liquidation event or an IPO; holders do not receive Capital Interests in the Issuer.

⁹ Does not reflect any accrued but unpaid interest.

Ownership

The table below lists the beneficial owners (including individuals and entities) of twenty percent (20%) or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, are listed along with the amount they own.

Name	Amount and Type or Class Held	Percentage Ownership (in terms of voting power)
David Alpert (through the Peanut & Pookie Family Trust)	1,399,680 Common Interests	26.90%
Robert Kirkman (through the Kirkman Family 2014 Trust)	1,399,680 Common Interests	26.90%
Jon Goldman (through the Goldman/Gross Family Trust)	1,399,680 Common Interests	26.90%

FINANCIAL INFORMATION

Please see the financial information listed on the cover page of this Form C/A and attached hereto in addition to the following information. Financial statements are attached hereto as Exhibit A.

Cash and Cash Equivalents

As of March 31, 2024, the Issuer (on a consolidated basis) had an aggregate of \$28,039,492 in cash and cash equivalents, leaving the Issuer with approximately 37 months of runway. Runway is calculated by dividing cash-on-hand by average monthly net loss (if any).

Liquidity and Capital Resources

The proceeds from the Offering are essential to our operations. We plan to use the proceeds as set forth above under the section titled “*Use of Proceeds*”, which is an indispensable element of our business strategy.

Capital Expenditures and Other Obligations

The Issuer does not intend to make any material capital expenditures in the near future.

Valuation

Although the Securities provide certain terms, which may include a valuation cap, the Intermediary has ascribed no pre-Offering valuation to the Issuer; the Securities are priced arbitrarily and the Issuer makes no representations as to the reasonableness of any specified valuation cap.

Trends and Uncertainties

After reviewing the above discussion of the steps the Issuer intends to take, potential Investors should consider whether achievement of each step within the estimated time frame will be realistic in their judgment. Potential Investors should also assess the consequences to the Issuer of any delays in taking these steps and whether the Issuer will need additional financing to accomplish them.

Please see the financial statements attached as Exhibit A for subsequent events and applicable disclosures.

Material Changes and Other Information

None.

Previous Offerings of Securities

We have made the following issuances of securities within the last three years:

Security Type	Principal Amount of Securities Sold	Amount of Securities Issued	Use of Proceeds	Issue Date	Exemption from Registration Used or Public Offering
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	6,123	N/A	January 3, 2021	Rule 701
Series B Preferred Interests	\$20,703,207.04	356,540	General Working Capital	Various dates from June 4, 2021 – February 28, 2022	Regulation D 506(b)
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	11,896	N/A	January 1, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	6,891	N/A	January 18, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	19,298	N/A	June 1, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	6,896	N/A	July 1, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	345	N/A	August 15, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	86	N/A	September 1, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	4,137	N/A	October 1, 2022	Rule 701

Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	1,552	N/A	November 28, 2022	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	86	N/A	January 1, 2023	Rule 701
Non-Qualified Stock Options (under 2019 Equity Incentive Plan)	\$0.00	1,552	N/A	January 4, 2023	Rule 701
Common Interests	\$17,843,500.00	178,435	Strategic Partnerships, Video Game Development Projects, Original Television Productions, etc.	June 10, 2023	Regulation A
Non-Qualified Stock Options and Incentive Stock Options (under 2019 Equity Incentive Plan)	\$0.00	4,358	N/A	September 1, 2023	Rule 701
Common Interests	N/A	34,000	N/A	September 6, 2023	Regulation S
Non-Qualified Stock Options and Incentive Stock Options (under 2019 Equity Incentive Plan)	\$0.00	2,000	N/A	October 1, 2023	Rule 701
Incentive Stock Options (under 2019 Equity Incentive Plan)	\$0.00	150	N/A	October 1, 2023	Rule 701
Incentive Stock Options (under 2019 Equity Incentive Plan)	\$0.00	600	N/A	November 1, 2023	Rule 701
Common Interests	\$0.00	9,000	N/A	November 15, 2023	Regulation S

Common Interests	N/A	3,000	N/A	November 30, 2023	Section 4(a)(2)
Incentive Stock Options (under 2019 Equity Incentive Plan)	\$0.00	1,480	N/A	December 1, 2023	Rule 701
Common Interests	\$217,000.00	2,170	Strategic Partnerships, Video Game Development Projects, Original Television Productions, etc.	February 23, 2024	Regulation S

See the section titled “*Capitalization and Ownership*” for more information regarding the securities issued in our previous offerings of securities.

TRANSACTIONS WITH RELATED PERSONS AND CONFLICTS OF INTEREST¹⁰

From time to time the Issuer may engage in transactions with related persons. Related persons are defined as any director or officer of the Issuer; any person who is the beneficial owner of twenty percent (20%) or more of the Issuer’s outstanding voting equity securities, calculated on the basis of voting power; any promoter of the Issuer; any immediate family member of any of the foregoing persons or an entity controlled by any such person or persons. Additionally, the Issuer will disclose here any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, to which the issuer was or is to be a party and the amount involved exceeds five percent (5%) of the aggregate amount of capital raised by the issuer in reliance on section 4(a)(6), including the Target Offering Amount of this Offering, and the counter party is either (i) any director or officer of the issuer; (ii) any person who is, as of the most recent practicable date but no earlier than 120 days prior to the date the offering statement or report is filed, the beneficial owner of twenty percent (20%) or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power; (iii) if the issuer was incorporated or organized within the past three years, any promoter of the issuer; or (iv) any member of the family of any of the foregoing persons, which includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships. The term *spousal equivalent* means a cohabitant occupying a relationship generally equivalent to that of a spouse.

The Issuer has conducted the following transactions with related persons:

Robert Kirkman, via his entity Robert Kirkman, LLC, is party to an Amended and Restated Master License Agreement with Skybound, LLC (a wholly-owned subsidiary of the Issuer) pursuant to which Skybound, LLC has the exclusive license to commercialize all comic books created by Robert Kirkman as merchandise, comic books and video games, and the exclusive administration rights in connection with any motion picture or television projects based on any of the comic books, which includes, among others, *The Walking Dead* and *Invincible*.

In April 2021, the Issuer became a guarantor on a mortgage loan for Blueberry & Chicken, LLC (“B&C”), a related party owned by two members of the Issuer. The loan balance as of June 30, 2023 amounted to \$18,852,790. The note is secured by a building owned by B&C and leased to the Issuer. The Issuer may be required to perform under the note should B&C default on its obligations. Management does not anticipate any requirement to pay in the near future. Management believes the Issuer and B&C are following any covenants and restrictions related to the loan in B&C.

The Issuer leases a building under an operating lease agreement from B&C. The Issuer currently makes monthly payments until December 31, 2026. The monthly lease payments for 2023 were \$92,629. The agreement provides for annual increases of 2% of base rent in the immediately preceding year.

¹⁰ Capital Interests referenced in this section have not been adjusted to reflect the Split, unless otherwise indicated.

The Issuer incurs expenses to make building improvements which are reimbursed by B&C. As of June 30, 2023, B&C owed the Issuer \$388,383 for building improvements recorded in Due from Related Parties on the consolidated balance sheet.

In July 2021, the Issuer became a guarantor on a mortgage loan for Spicy Sauce, LLC (“Spicy”), a related party owned by three members of the Issuer. The loan balance at June 30, 2023 amounted to \$8,024,000. The note is secured by a building owned by Spicy and leased to the Issuer. The Issuer may be required to perform under the note should Spicy default on its obligations. Management does not anticipate any requirement to pay in the near future. Management believes the Issuer and Spicy are following any covenants and restrictions related to the loan in Spicy.

The Issuer leases a building under an operating lease agreement from Spicy. The Issuer currently makes monthly payments until December 31, 2029. The monthly lease payments for 2023 were \$46,920. The agreement provides for annual increases of 2% of base rent in the immediately preceding year.

The Issuer incurs expenses to make building improvements which are reimbursed by Spicy. As of June 30, 2023, Spicy owed the Issuer \$524,267 for building improvements recorded in Due from Related Parties on the consolidated balance sheet.

The Issuer has a royalty agreement with one of its members for 15% on sales of comics, and sales at conventions and merchandise sold, 30% on local licensing and 70% on international comic licensing. Total royalty expense to related parties of \$3,626,297 was incurred for the period ended June 30, 2023.

As of June 30, 2023, the Issuer had outstanding related party loan receivables in the amount of \$1,795,705. The Issuer calculates interest ranging from 2.05% to 3.92% per annum. The loans can be paid off any time prior to their relative due dates.

The Issuer entered into a loan agreement with its employee, Ian Howe, in July 2021, in the principal amount of \$300,000, which is payable by Mr. Howe on demand by the Issuer. The Issuer entered into a loan agreement with each officer, David Alpert, Jon Goldman and Robert Kirkman in November 2022, with each loan in the principal amount of \$500,000 and secured by a pledge of 1,000 common membership interests held by each such executive officer (or, in the case of David Alpert, the Peanut & Pookie Family Trust, and, in the case of Robert Kirkman, the Kirkman Family 2014 Trust).

On August 31, 2023, the Issuer entered into a loan agreement with each of David Alpert, Jon Goldman and Robert Kirkman, with each loan in the principal amount of \$1,961,034 and secured by a pledge of 4,000 Common Interests held by each of the Peanut & Pookie Family Trust, the Goldman/Gross Family Trust and the Kirkman Family 2014 Trust, respectively. On August 31, 2023, the Issuer also entered into a loan agreement with Daniel Murray, in the principal amount of \$653,678 and secured by a pledge of 1,100 Common Interests held by Mr. Murray. The principal amount remains outstanding, as of March 31, 2024.

In connection with equity financing transactions by the Issuer from time to time, each of David Alpert (through the Peanut & Pookie Family Trust), Robert Kirkman (through the Kirman Family 2014 Trust) and Jon Goldman (through the Goldman/Gross Family Trust) enter into redemption agreements with the Issuer pursuant to which the Issuer redeems an aggregate amount of Common Interests equal to 12.5% of the aggregate amount raised in the applicable equity financing transaction.

The Issuer and certain of its subsidiaries have entered into standard indemnification agreements with their respective directors, managers and officers, as applicable.

One or all of Robert Kirkman, David Alpert, Richard Jacobs (an employee of the Issuer), and potentially other employees of the Issuer serve as Executive Producers or Producers for television or film projects and, accordingly, may receive fees or other compensation for such services. The Issuer expects for the fees payable to such Executive Producers or Producers to, in the aggregate, not exceed 20% of the production fees received by the Issuer for each such project. David Alpert is a partner at Circle of Confusion, a talent management company. Talent that may partner with the Issuer on projects may also be represented by Circle of Confusion. Robert Kirkman is represented as an artist by Circle of Confusion.

Skybound, LLC, a wholly-owned subsidiary of the Issuer, entered into services agreements with each of D.D. Tuercas Trading Company, Inc. (for the services of David Alpert) and Tower 26 VC, LLC (for the services of Jon Goldman).

TAX MATTERS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS.

TO ENSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C/A CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Issuer, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Issuer to such foreign investors may be subject to United States withholding tax.

EACH POTENTIAL INVESTOR SHOULD CONSULT THEIR OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES.

LEGAL MATTERS

Any Investor should consult with its own counsel and advisors in evaluating an investment in the Offering and conduct independent due diligence.

The Issuer has certified that all of the following statements are TRUE for the Issuer in connection with this Offering:

- (1) Is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia;
- (2) Is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") (15 U.S.C. 78m or 78o(d));
- (3) Is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**") (15 U.S.C. 80a-3), or excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act (15 U.S.C. 80a-3(b) or 80a-3(c));
- (4) Is not ineligible to offer or sell securities in reliance on Section 4(a)(6) of the Securities Act of 1933 (the "**Securities Act**") (15 U.S.C. 77d(a)(6)) as a result of a disqualification as specified in § 227.503(a);
- (5) Has filed with the SEC and provided to investors, to the extent required, any ongoing annual reports required by law during the two years immediately preceding the filing of this Form C/A; and
- (6) Has a specific business plan, which is not to engage in a merger or acquisition with an unidentified company or companies.

Bad Actor Disclosure

The Issuer is not subject to any bad actor disqualifications under any relevant U.S. securities laws.

The Issuer is not subject to any matters that would have triggered disqualification but occurred prior to May 16, 2016.

Ongoing Reporting

Following the first sale of the Securities, the Issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than 120 days after the end of the Issuer's fiscal year.

Once posted, the annual report may be found on the Issuer's website at <https://www.skybound.com/>.

The Issuer must continue to comply with the ongoing reporting requirements until:

- (1) the Issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- (2) the Issuer has filed at least three annual reports pursuant to Regulation CF and has total assets that do not exceed \$10,000,000;
- (3) the Issuer has filed at least one annual report pursuant to Regulation CF and has fewer than 300 holders of record;
- (4) the Issuer or another party repurchases all of the Securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the Issuer liquidates or dissolves its business in accordance with applicable state law.

Neither the Issuer nor any of its predecessors (if any) previously failed to comply with the ongoing reporting requirement of Regulation CF.

ADDITIONAL INFORMATION

The summaries of, and references to, various documents in this Form C/A do not purport to be complete and in each instance reference should be made to the copy of such document which is either an appendix to this Form C/A or which will be made available to Investors and their professional advisors upon request.

Prior to making an investment decision regarding the Securities described herein, prospective Investors should carefully review and consider this entire Form C/A. The Issuer is prepared to furnish, upon request, a copy of the forms of any documents referenced in this Form C/A. The Issuer's representatives will be available to discuss with prospective Investors and their representatives and advisors, if any, any matter set forth in this Form C/A or any other matter relating to the Securities described in this Form C/A, so that prospective Investors and their representatives and advisors, if any, may have available to them all information, financial and otherwise, necessary to formulate a well-informed investment decision. Additional information and materials concerning the Issuer will be made available to prospective Investors and their representatives and advisors, if any, at a mutually convenient location upon reasonable request.

SIGNATURE

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C/A and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

Skybound Holdings LLC

(Issuer)

By:

/s/ David Alpert

(Signature)

David Alpert

(Name)

Chief Executive Officer (Principal Executive Officer)

(Title)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C/A has been signed by the following persons in the capacities and on the dates indicated.

/s/ David Alpert

(Signature)

David Alpert

(Name)

Chief Executive Officer, Secretary and Manager

(Title)

April 11, 2024

(Date)

/s/ Robert Kirkman

(Signature)

Robert Kirkman

(Name)

Co-Chairman, Chief Creative Officer and Manager

(Title)

April 11, 2024

(Date)

/s/ Jon Goldman

(Signature)

Jon Goldman

(Name)

Co-Chairman and Manager

(Title)

April 11, 2024

(Date)

/s/ Carmen Carpenter

(Signature)

Carmen Carpenter

(Name)

Manager

(Title)

April 11, 2024

(Date)

Instructions.

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.
2. The name of each person signing the form shall be typed or printed beneath the signature. Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

EXHIBITS

Exhibit A	Financial Statements
Exhibit B	Form of Security
Exhibit C	Video Transcripts
Exhibit D	Testing the Waters Communications

EXHIBIT A

Financial Statements

SKYBOUND[®]

SKYBOUND HOLDINGS LLC, AND SUBSIDIARIES,
CONSOLIDATED FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2022 AND 2021

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Skybound Holdings LLC and subsidiaries:

Opinion

We have audited the accompanying consolidated financial statements of Skybound Holdings LLC and subsidiaries, (collectively, the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of income and comprehensive income, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company, as of December 31, 2022 and 2021, and the results of their operations and their cash flow for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audits of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about, the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Newport Beach, California
March 31, 2023

SKYBOUND HOLDINGS LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

AS OF DECEMBER 31,	2022	2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 26,471,217	\$ 20,901,009
Accounts receivable, net	18,503,433	15,973,195
Distributed product receivable, (Notes 2 and 14)	29,132,575	-
Due from related parties	400,829	1,542,499
Inventories, net (Notes 2 and 3)	3,881,604	3,933,297
Software and IP development costs, net (Notes 2 and 4)	4,541,679	456,700
Contract costs to related parties	1,910,889	792,857
Prepaid expenses and other current assets	1,665,052	853,863
Total current assets	86,507,278	44,453,420
Property and equipment, net	398,507	577,683
TV / Film development costs, net (Notes 2 and 4)	3,486,961	469,639
Non-current software and IP development costs, net (Notes 2 and 4)	430,078	1,863,730
Non-current due from related parties	1,763,304	-
Deferred tax asset (Notes 2 and 15)	-	4,326,679
Equity-method investment (Notes 2 and 6)	16,378,011	1,609,162
Derivative asset Notes 2, 6 and 7)	23,712,193	4,129,874
Investments, at cost (Notes 2 and 7)	3,339,650	80,000
Right of use assets (Notes 2 and 13)	6,619,881	-
Other non-current assets (Notes 2 and 13)	1,482,781	2,501,581
Total assets	\$ 144,118,644	\$ 60,011,768
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,054,222	\$ 1,820,266
Distributed product payable (Notes 2 and 14)	37,346,938	-
Accrued liabilities (Note 8)	7,027,393	3,503,777
Lease liability, short-term (Notes 2 and 13)	1,161,714	-
Accrued royalties to related parties (Note 12)	1,898,684	1,911,705
Deferred revenue, short-term (Notes 2 and 14)	8,524,972	7,675,444
Tax liabilities	906,132	441,052
Other current liabilities	795,329	647,252
Total current liabilities	58,715,384	15,999,496
Lease liability, long-term (Notes 2 and 13)	5,603,263	-
Deferred tax liability (Note 15)	451,976	-
Deferred revenue, long-term (Notes 2 and 14)	3,439,767	3,604,869
Total liabilities	68,210,390	19,604,365
Commitments and contingencies (see Note 13)		
Members' equity:		
Preferred Interests	43,807,095	41,385,952
Common Interests	1,011,902	667,331
Additional paid-in capital	2,782,990	207,694

Accumulated other comprehensive income (loss)	544,966	(20,664)
Retained earnings (accumulated deficit)	27,121,499	(2,775,262)
Members' equity of Skybound Holdings LLC and subsidiaries	75,268,452	39,465,051
Noncontrolling interest	639,802	942,352
Total members' equity	<u>75,908,254</u>	<u>40,407,403</u>
Total liabilities and members' equity	<u>\$ 144,118,644</u>	<u>\$ 60,011,768</u>

See accompanying notes to consolidated financial statements.

SKYBOUND HOLDINGS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

FOR THE YEARS ENDED DECEMBER 31,	2022	2021
Revenue	\$ 107,589,467	\$ 64,386,320
Cost of revenue	<u>65,875,704</u>	<u>33,863,197</u>
Gross profit	41,713,763	30,523,123
Operating expenses:		
Sales and marketing	8,919,539	6,392,231
General and administrative	18,052,132	13,020,589
Research and development	2,795,539	2,731,380
Total operating expenses	<u>29,767,210</u>	<u>22,144,200</u>
Income from operations	11,946,553	8,378,923
Other income (expenses):		
Interest income	21,547	11,034
Interest expense	(108,475)	(108,047)
Foreign currency exchange	(527,232)	66,981
Paycheck protection program loan forgiveness	-	1,587,951
Change in fair value of derivative	10,695,457	1,415,471
Initial fair value derivative	15,914,646	-
Other non-operating income (expense)	298,692	23,711
Total other income	<u>26,294,635</u>	<u>2,997,101</u>
Income before income taxes	38,241,188	11,376,024
Income taxes	8,319,502	2,347,149
Net Income	<u>\$ 29,921,686</u>	<u>\$ 9,028,875</u>
Net loss attributable to noncontrolling interests	(302,550)	(546,801)
Net Income Attributable to Skybound Holdings LLC and subsidiaries	<u>\$ 30,224,236</u>	<u>\$ 9,575,676</u>
Other comprehensive income, net of provision for income taxes:		
Foreign currency translation gain	565,630	25,638
Comprehensive income	<u>\$ 30,789,866</u>	<u>\$ 9,601,314</u>
Basic net income per interest	\$ 35.56	\$ 11.25
Diluted net income per interest	\$ 29.49	\$ 9.85
Weighted average interests outstanding - basic	849,945	851,414
Weighted average interests outstanding - diluted	1,024,827	972,026

See accompanying notes to consolidated financial statements.

SKYBOUND HOLDINGS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2022

	Preferred Interests		Common Interests		Additional paid-in capital	Retained Earnings (accumulated deficit)	Accumulated other comprehensive income / (loss)	Total Skybound Holdings LLC Equity	Noncontrolling Interests	Total Members' Equity
	Interests	Amount	Interests	Amount						
Balance, December 31, 2020	68,158	23,253	856,872	97,331	0	(7,892,847)	(46,302)	15,412,021	238,839	15,650,860
Equity-based compensation (see Note 10)	-	-	-	-	207,694	-	-	207,694	-	207,694
Proceeds from sales of preferred interests	61,982	18,128,208	-	-	-	-	-	18,128,208	-	18,128,208
Redemption of common interests	-	-	(9,034)	-	-	(2,625,680)	-	(2,625,680)	-	(2,625,680)
Acquisition of noncontrolling interests	-	-	2,286	570,000	-	(1,820,314)	-	(1,250,314)	1,250,314	-
Vesting of warrants	460	3,905	-	-	-	-	-	3,905	-	3,905
Foreign currency translation adjustment, net	-	-	-	-	-	(12,097)	25,638	25,638	-	25,638
Other	-	-	-	-	-	(7)	-	(12,097)	-	(12,097)
Net income	-	-	-	-	-	9,575,676	-	9,575,676	(546,801)	9,028,875
Balance, December 31, 2021	130,600	41,385,952	850,124	667,331	207,694	(2,775,262)	(20,664)	39,465,051	942,352	40,407,403
Equity-based compensation (see Note 10)	-	-	-	-	2,048,870	-	-	2,048,870	-	2,048,870

Proceeds from sales of preferred interests	8,870	2,417,299	-	-	-	-	-	2,417,299	-	2,417,299
Redemption of common interests	-	-	(1,100)	-	-	(327,475)	-	(327,475)	-	(327,475)
Acquisition of noncontrolling interests	-	-	-	-	1,112,241	-	-	1,112,241	-	1,112,241
Vesting of warrants	453	3,844	-	-	-	-	-	3,844	-	3,844
Foreign currency translation adjustment, net	-	-	-	-	-	-	565,630	565,630	-	565,630
Exercise of options	-	-	1,488	344,571	(585,815)	-	-	(241,244)	-	(241,244)
Net income	-	-	-	-	-	30,224,236	-	30,224,236	(302,550)	29,921,686
Balance, December 31, 2022	139,923	43,807,095	850,512	1,011,902	2,782,990	27,121,499	\$ 544,966	75,268,452	639,802	75,908,254

See accompanying notes to consolidated financial statements.

SKYBOUND HOLDINGS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31,	2022	2021
Cash Flows from Operating Activities:		
Net income	\$ 29,921,686	\$ 9,028,875
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation	1,611,688	990,877
Unrealized gains in investments	(27,412,604)	(1,415,471)
PPP loan forgiveness	-	(1,587,951)
Realized foreign currency exchange gains	565,630	(66,981)
Equity based compensation	3,164,955	207,694
Amortization of prepaid	930,556	2,503,368
Deferred income taxes	4,778,655	-
Changes in operating assets and liabilities:		
Accounts receivable, net	(3,151,872)	(8,429,841)
Distributed product receivable, (non-revenue)	(29,132,575)	-
Inventories, net	51,693	(1,840,527)
Prepaid expenses and other current assets	132,312	(2,933,778)
Capitalized software and IP development costs	(2,878,011)	(2,306,934)
Capitalized TV /film development costs	(3,017,322)	(469,639)
Contract costs to related parties	(1,118,032)	-
Accounts payable	(766,044)	(1,268,323)
Payments on leases	(969,777)	-
Distributed product payable	37,346,938	-
Accrued liabilities and other liabilities	3,658,672	(780,225)
Tax liabilities	465,080	783,013
Deferred revenue	684,426	7,355,913
Net cash provided/(used) in operating activities	<u>\$ 14,866,054</u>	<u>(229,930)</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	(199,973)	(292,644)
Purchase of long term investments	(10,948,214)	(1,641,467)
Net cash provided/(used) in investing activities	<u>\$ (11,148,187)</u>	<u>(1,934,111)</u>
Cash Flows from Financing Activities		
Repayment of line of credit	-	(595,716)
Proceeds from PPP loans	-	230,170
Proceeds from sale of preferred interests	2,574,839	18,128,207
Cash paid for offering costs	(157,540)	-
Taxes paid for cashless exercise	(241,244)	-
Redemption of common interests	(327,475)	(2,625,680)
Net cash provided/(used) by financing activities	<u>\$ 1,848,580</u>	<u>15,136,981</u>
Effect of exchange rate changes on cash	3,761	(81,608)
Net increase in cash	\$ 5,570,208	12,891,332
Cash - Beginning of Year	20,901,009	8,009,677
Cash - End of Year	<u>\$ 26,471,217</u>	<u>\$ 20,901,009</u>

See accompanying notes to combined financial statements.

1. ORGANIZATION AND NATURE OF BUSINESS

Skybound Holdings LLC, and subsidiaries (the “Company”), formed on June 2, 2010 as a California limited liability company (“LLC”), is a multi-platform entertainment company distributing intellectual property (IP) across comics, games, books, television shows, and movies and serves customers worldwide. On December 1st, 2022 the Company changed its name from Mr. Mango, LLC to Skybound Holdings LLC.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation The accompanying consolidated financial statements include the accounts of Skybound Holdings LLC, and its wholly owned subsidiaries: Bumbio LLC, Dark Stories LLC, Viltrumite Pants LLC, This is JoJo LLC, Boaty Boat Boat LLC, El El See LLC, Itchy Waters LLC, Blah Blah Boys LLC, Tea Hot LLC, HowYaKnow LLC, Fakakta Inc, Shoe Leather Digital Inc, Skybound Game Studios Inc., Skybound Interactive LLC, IBO LLC, Skybound Japan KK and Skybound LLC and are prepared in conformity with accounting principles generally accepted in the United States of America (“US GAAP”).

The Company, directly or through its subsidiaries, have majority owned subsidiaries including the accounts of Skybound Galactic, LLC and Skybound Stories, Inc. The ownerships interest not held by the Company are reflected as noncontrolling interest in these consolidated financial statements.

Collectively, all the companies above are referred to as the “Company” throughout these consolidated financial statements and accompanying notes. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Company leases office space from Blueberry & Chicken, LLC (B&C), a related party owned by two members of the Company and from Spicy Sauce, LLC (Spicy), a related party owned by three members of the company. The Company consolidates all entities which the Company holds a controlling financial interest. For voting interest entities, the Company is considered to hold a controlling financial interest when the Company is able to exercise control over investees’ operating and financial decisions. For Variable Interest Entities (VIE), the Company is considered to hold a controlling financial interest when it is determined to be the primary beneficiary. A primary beneficiary is a party that has both: (1) the power to direct the activities of a VIE that most significantly impact that entity’s economic performance, and (2) the obligation to absorb losses, or the right to receive benefits, from the VIE that could potentially be significant to the VIE. The Company does not have the power to direct activities of B&C. The Company does not have the obligation to absorb losses or rights to receive benefits. The Company has a variable interest in B&C through a loan guarantee (see Note 8).

The determination of whether an entity is a VIE is based on the amounts and characteristics of the entity’s equity discussed in New Developments Summary 2017-03, “Step-by-step approach to applying the VIE consolidation model: Updated for ASU 2015-02, *Amendments to the Consolidation Analysis*,” discusses a step-by-step approach to determining whether a legal entity is a VIE and, if so, whether a reporting entity is the primary beneficiary of the VIE and should, therefore, consolidate the VIE under the guidance in ASC 810. Following this guidance, B&C would not need to be reflected in the consolidated financial statements.

Noncontrolling Interests The Company accounts for the noncontrolling interests in consolidated subsidiaries under the provisions of Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 810, *Consolidation*, which requires that noncontrolling interests be reported as a separate component of members’ equity and that net income or loss attributable to the noncontrolling interests and net income or loss attributable to the members of the Company be presented separately on the consolidated statements of income and comprehensive income.

Use of Estimates The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of certain assets, liabilities, revenues, expenses, and disclosures as of the date of the consolidated financial statements and for the years then ended. Significant estimates affecting the consolidated financial statements include the capitalization

and recovery of software and TV / Film development costs, revenues from contracts with customers and estimates related to revenue recognition when recognition is based on the inputs/time spent on the project, certain accrued expenses, valuation of equity related grants, derivative assets, and deferred tax assets have been prepared based on the most current and best available information. However, actual results from the resolution of such estimates and assumptions may vary from those used in the preparation of the consolidated financial statements.

Revenue Recognition The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers* (“ASC 606”), which outlines a comprehensive five-step principles-based framework for recognizing revenue under US GAAP. Revenue recognition is evaluated through the following five steps:

1. *Identify the Contract(s) with a Customer:* A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party’s rights regarding the goods or services to be transferred and identifies the payment terms related to those goods or services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for goods or services that are transferred is probable based on the customer’s intent and ability to pay the promised consideration. The Company applies judgment in determining the customer’s intent and ability to pay, which is based on a variety of factors including the customer’s historical payment experience and for new customers credit and financial information pertaining to the customer.
2. *Identify the Performance Obligations in the Contract:* Performance obligations promised in a contract are identified based on the goods or services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the goods or services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised goods or services, the Company must apply judgment to determine whether promised goods or services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised goods or services are accounted for as a combined performance obligation.
3. *Determine the Transaction Price:* The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring goods or services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depended on the nature of the variable consideration.
4. *Allocate the Transaction Price to the Performance Obligations in the Contract:* If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price (SSP) basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct good or service that forms part of a single performance obligation. The consideration to be received is allocated among the separate performance obligations based on relative SSP’ s. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations. For subscription-based sales, if not sold stand-alone, the Company uses the residual method. Under the residual method, obligations with a SSP are first allocated their portion of consideration based on SSP and the amount remaining is applied to the remaining obligations.

5. *Recognize Revenue:* The Company disaggregates its revenue streams by type of service into three major categories that depict the nature, amount, timing, and uncertainty of revenues and related cash flows. The following depicts the primary revenue streams and recognition policies:

The Company generates revenue from the following sources:

- **Product Sales:** The sale of physical and digital products are earned by the Company based on a predetermined sales price. The product is delivered to customers in exchange for the stated rate, and as such these revenues are recognized by the Company when control of the promised goods or services are transferred to the customer, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services, which is generally on delivery to the customer. After that point in time, the Company does not have remaining performance obligations related to the product sales.
- **Licensing and Royalties from the sales of licensed intellectual property (IP):** Licensing revenues are based on the functionality of the IP. When the IP is fully functional, the Company records revenues at the time the license is granted. If the license is deemed symbolic or is not yet functional, revenues are recorded over time when the customer begins deriving the benefits of the Company's IP over the estimated term of the contract period of benefit. The granting of a license for IP is often coupled with services co-publishing, production and marketing services (see paragraph below). The license and services fees require the Company to allocate the transaction price to the deliverables based on cost inputs and comparable fees. Royalty revenue is generally recognized at a point in time when merchandise is sold, as it is considered a sales-based royalty in accordance with ASC 606. After the term of the agreement, the Company does not have remaining performance obligations related to licensing.
- **Production and marketing services:** Services revenues are fixed and determinable and is earned by the Company based on a predetermined amount. The service is delivered to the customers throughout the production schedule in exchange for stated rate, and as such this revenue is earned by the Company over time and recognized as a % of completion against actual costs. After production wraps, the Company does not have the remaining performance obligations related to producing services.

Impact of Coronavirus Pandemic In December 2019, a novel strain of coronavirus disease ("COVID- 19") was first reported in Wuhan, China. On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. The global and domestic response to the COVID-19 outbreak continues to rapidly evolve. To date, certain responses to the COVID-19 outbreak have included mandates from federal, state and/or local authorities to mitigate the spread of the virus, which have adversely impacted global commercial activity and have contributed to significant volatility in financial markets. The COVID-19 outbreak and associated responses could result in a material impact to the Company's future results of consolidated operations, cash flows and financial condition; however, at this time the extent to which COVID-19 may impact the Company's consolidated financial condition or results of operations is uncertain.

Cash and Cash Equivalents Cash and cash equivalents include all cash balances and highly liquid investments with original maturities of three months or less.

Accounts Receivable and Allowance for Doubtful Accounts Accounts receivable are stated at amounts due from customers, net of an allowance for doubtful accounts, and the Company generally does not require collateral. As a general policy, the Company determines an allowance for doubtful accounts by considering a number of factors, including the length of time trade accounts receivable are past due, the Company's previous loss history, the customer's current ability to pay its obligation to the Company, and the condition of the general economy and industry as a whole. Receivables are written off against the allowance for doubtful accounts in the year deemed uncollectible after all reasonable methods of collection have been exhausted. Allowance for doubtful accounts was deemed unnecessary as of December 31, 2022 and 2021.

Distributed Products Receivable The Company’s distributed products receivable represent amounts billed to customers on behalf of a developer/publisher of a video game, which was released in December of 2022. The Company is entitled to receive distribution fees which are recorded as revenues (see Note 14 for details). The Company, after deducting distribution fees, will remit the net balance due to the developer/publisher. The Company reports the receivable separately as a non-trade receivable, The Company has no right of offset as the Company’s receivables and its developer/publisher payable are not with the same party.

Financial Instruments and Concentrations of Business and Credit Risk Financial instruments that potentially subject the Company to concentrations of business and credit risk consist primarily of cash and cash equivalents and accounts receivable.

The Company maintains cash and cash equivalents balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk in this area.

The Company’s accounts receivable, which are unsecured, expose the Company to credit risks such as collectability and business risks such as customer concentrations. The Company mitigates credit risks by investigating the creditworthiness of customers prior to establishing relationships with them, performing periodic reviews of the credit activities of those customers during the course of the business relationship, and recording allowances for doubtful accounts when these receivables become uncollectible. As of December 31, 2022 the Company had two customers that accounted for more than 10% of the Company’s receivable balances. The loss of these customers would not have a significant impact on the Company’s operations. As of December 2021, the Company had no significant customers that accounted for more than 10% of the Company’s receivable balances.

Inventories Inventories consisting of work-in-process and finished goods, are stated at the lower of cost or net realizable value, net of a reserve. Cost is determined using standard costs, which approximates average costing. The Company evaluates the need for reserves on inventories associated with obsolete, slow-moving, and non-sellable inventories by reviewing estimated net realizable values on a periodic basis.

Property and Equipment Property and equipment are stated at cost, net of accumulated depreciation and amortization. Depreciation and amortization are provided for using the straight-line method over the estimated useful lives of the related assets, ranging from three to fifteen years.

Property and equipment	Useful lives
Leasehold improvements	Lesser of lease life or asset life
Furniture, Equipment and vehicles	Three to ten years

Betterments, renewals, and extraordinary repairs that materially extend the useful life of the asset are capitalized; other repairs and maintenance charges are expensed as incurred.

The cost and related accumulated depreciation and amortization applicable to assets retired are removed from the accounts, and the gain or loss on disposition, if any, is recognized in the consolidated statement of income for that period.

Recoverability of Long-Lived Assets The Company accounts for the impairment and disposition of long-lived assets in accordance with FASB ASC Subtopic 360-10-35, *Property, Plant, and Equipment – Overall – Subsequent Measurement* (“ASC 360”). In accordance with ASC 360, the Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company measures recoverability of assets to be held and used by comparing the carrying amount of an asset to future undiscounted net cash flows that it expects the asset to generate. When an asset is determined to be impaired, the Company recognizes the impairment amount, which is measured by the amount that the carrying value of the asset exceeds its fair value. No impairment losses were recognized for the years ended December 31, 2022, and 2021.

Software Development Costs Software development costs include payments made to independent software developers under development agreements for various digital games. Software development costs are capitalized once technological feasibility of a product is established and such costs are determined to be recoverable. Technological feasibility of a product requires both technical design documentation and game design documentation, or the completed and tested product design and a working model. For products where proven technology exists, this may occur early in the development cycle. Significant management judgments and estimates are applied in assessing when capitalization commences for software development costs and the evaluation is performed on a product-by-product basis. Prior to a product's release, if and when we believe capitalized costs are not recoverable, we expense the amounts as part of research and development costs. Capitalized costs for products that are canceled or are expected to be abandoned are charged to Development Costs.

Once a game is released, amortization of capitalized production costs is computed based on actual revenues achieved as a percentage of the expected lifetime revenue. As the lifetime revenue amount is a project that can change with updated expectations, amortization can fluctuate each month. Our software development costs are generally amortized in full within 24 months.

Film and TV Costs Film and TV costs include direct costs incurred and capitalized in the production of a film, including costs related to the creation of the story. Amortization begins once a project is completed and starts generating revenue.

IP Development Cost Development costs incurred for intellectual property are capitalized. Amortization begins once a project is completed and starts generating revenue. Costs are reviewed periodically for impairment.

Equity-Method Investments The Company has investments accounted for under equity method because management believes the Company has significant influence, but not control. The Company recognized losses of \$64,137 and \$62,605 for the periods ending December 31, 2022 and 2021, respectively, resulting from the portion of net losses attributable to its ownership interest.

At-Cost Investments In accordance with FASB ASC Subtopic 321-10-35-2, *Investments – Others – Cost Method Investments*, investments where the Company does not have a significant influence are accounted for at cost. The Company reviews all material investments on an annual basis to determine whether a significant event or change in circumstances has occurred that may have an adverse effect on the fair value of the investment. In the event the fair value of the investment declines below the cost basis, the Company will determine if the decline is other than temporary. If the decline is determined to be other than temporary, an impairment charge is recorded.

Derivative Instruments The Company accounts for free-standing derivative instruments in accordance with ASC 815, which establishes accounting and reporting standards for derivative instruments and hedging activities, including certain derivative instruments embedded in other financial instruments or contracts and requires recognition of all derivatives on the consolidated balance sheet at fair value. Changes in fair value of the derivative instruments are recorded in the consolidated statement of income and comprehensive income.

Fair-Value of Financial instruments Three different asset levels were introduced by the U.S. FASB to bring clarity to corporations' balance sheets. Level 1 assets include listed stocks, bonds, funds, or any assets that have a regular mark-to-market mechanism for setting a fair market value. These assets are considered to have a readily observable, transparent prices, and therefore a reliable fair market value. Level 2 assets are financial assets and liabilities that do not have regular market pricing, but whose fair value can be determined based on other data values or market prices. Level 3 assets are financial assets and liabilities considered to be the most illiquid and hardest to value. They are not traded frequently, so it is difficult to give them a reliable and accurate market price.

The Company's forward purchase contract to acquire equity shares of 5th Planet Games is considered a free-standing derivative reported at fair value. 5th Planet Games shares are traded at Euronext, thus their shares

are considered to have a readily determinable fair value. We estimated the fair value based on the fixed price per share and the closing price per share. We determine this derivative is a Level 2 instrument. We initially recorded the derivative at \$2,714,403 and increased it by \$1,415,471 to \$4,129,874 at December 31, 2021. We increased the fair value by \$10,695,457 during the year ended December 31, 2022 due to the significant increase in the underlying shares of 5th Planet Games. Upon each tranche invested, we transferred the fair value of the tranche derivative to the investment account. At December 31, 2022, the estimated fair value of the remaining derivative was \$7.8 million and related to the final tranche - see note 6.

The Company's warrant to acquire shares of a private company (see note 7) are accounted for at fair value.

As of December 31,		2022	2021
5th Planet Games	Level 2	\$ 7,797,546	\$ 4,129,874
Private company (note 7)	Level 3	15,914,647	-

Debt Issuance Costs Debt issuance costs paid in connection with obtaining our line of credit financing are capitalized in assets and amortized using the straight-line method. Debt issue costs incurred for term debt are capitalized and amortized using the effective-interest method over the term of the related financing.

Deferred Offering Costs Prior to the completion of an offering, direct offering costs are capitalized. The deferred offering costs are charged to additional paid-in capital or as a discount to debt, as applicable, upon the completion of an offering or to expense if the offering is not completed.

Leases In February 2016, the FASB issued ASU No. 2016-02 ("ASC 842"), *Leases*, and subsequent codification improvements. The standard requires recognition of rights and obligations arising from lease contracts, including existing and new arrangements, as assets and liabilities on the balance sheet. Under this guidance, lessees need to recognize a right-of-use asset and a lease liability for virtually all of their leases (other than leases that meet the definition of a short-term lease). The Company adopted ASC 842 as of January 1, 2022 using the modified retrospective transition approach. Accordingly, previously reported financial statements, including footnote disclosures, have not been recast to reflect the application of the new standard to all comparative periods presented. In addition, the Company elected the package of practical expedients permitted under the transition guidance within the new standard, which allowed the Company to carry forward the historical determination of contracts as leases, lease classification and not reassess initial direct costs for historical lease arrangements. The finance lease classification under ASC 842 includes leases previously classified as capital leases under ASC 840.

Adoption of the new lease standard on January 1, 2022 had a material impact on the Company's consolidated balance sheet primarily related to the recognition of right-of-use assets of \$7,625,736 and lease liabilities of \$7,734,754 for operating leases in the consolidated balance sheet. The Company also reclassified deferred rent balances of \$109,018 relating to the existing lease arrangements as of December 31, 2021, into the right-of-use asset balance as of January 1, 2022. The adoption of the new lease standard did not materially impact the Company's consolidated statements of income and comprehensive loss or cash flows.

The components of lease expense within the consolidated statement of operations for the year ended December 31, 2022 are as follows:

Lease Costs Components

Year ended December 31, 2022	
Operating lease costs	\$ 1,577,084
Short term and other lease costs	39,059
Total lease costs	\$ 1,616,143

Supplemental Cash Flows Information

	Year Ended
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	\$ 1,528,219
Non-cash additions to right-of-use assets and lease liabilities:	
Recognition of right-of-use assets for operating leases	\$ 7,625,736

Other Supplemental Information

	December 31, 2022
Weighted-average remaining lease term in years	4.9
Weighted-average discount rate	8.8%

Advertising Advertising costs are expensed as incurred and amounted to \$2,758,235 and \$2,073,428 for the years ended December 31, 2022 and 2021. Advertising costs are included in operating expenses on the accompanying consolidated statements of income and comprehensive income.

Equity Incentive Plan During 2018, the Company adopted an incentive interest plan, in which the Company may grant certain incentive interests to key employees and board members. The incentive interests are subject to vesting over time or based on the Company's financial performance. FASB ASC Topic 718, *Compensation – Stock Compensation* ("ASC 718"), requires that all equity-based payments to employees and board members be recognized in the consolidated statement of income and comprehensive income over their vesting period based on the fair value of those awards calculated using an option valuation model on the grant date. The Company granted 56,737 options as of December 31, 2022 and zero grants as of December 31, 2021.

Foreign Currency Matters The functional currency of the Company is the United States dollar. The functional currency of Skybound Games Europe BV is the Euro and Skybound Games UK Limited is the British Pound. The functional currency of Skybound Japan is the Japanese Yen. The financial statements of the Company's subsidiaries were translated to United States dollars in accordance with ASC 830, Foreign Currency Translation Matters, using period-end rates of exchange for assets and liabilities, and average rates of exchange for the year for revenues and expenses. Gains and losses arising on foreign currency denominated transactions are included in consolidated statements of income and comprehensive income.

Income Taxes The Company's operations consist of an LLC, which is taxed as a corporation, and certain corporate subsidiaries, which are subject to taxation under the provisions of the Internal Revenue Code. Certain LLC subsidiaries have elected to be taxed as partnerships and any associated tax obligations for those entities flows to the members of those entities.

The Company uses the asset and liability method in accounting for income taxes. Under this method, deferred income tax assets and liabilities are determined based on differences between financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates that are expected to be in effect when the differences reverse.

The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax assets are recognized subject to management's judgment that realization is more likely than not.

The Company follows the provisions of uncertain tax positions as addressed in "ASC 740", *Income Taxes* which provides guidance for how uncertain income tax positions should be recognized, measured, presented, and disclosed in the consolidated financial statements. The Company is required to evaluate the income tax positions taken or expected to be taken to determine whether the positions are "more-likely-than-not" to be sustained upon examination by the applicable tax authority. Management believes the Company does not

have uncertain tax positions pursuant to ASC 740 and accordingly no accruals were made for the year ended December 31, 2022 and 2021.

The Company recognizes interest accrued related to unrecognized tax benefits and penalties in operating expenses. As of December 31, 2022 and 2021, the Company had no accruals for interest and penalties, and no such interest or penalties were recognized for the year then ended.

With few exceptions, the Company is subject to examination by federal tax authorities for returns filed for the prior three years and by state tax authorities for returns filed for the prior four years, and no examinations are currently pending.

Sales Taxes Sales and similar taxes collected by the Company are netted with the corresponding sale to the customer. The Company collects said sales tax from customers and remits the entire amount to the state.

VAT Taxes The Company tracks collected and paid VAT tax. The Company nets the collections with the payments and files returns quarterly.

Delivery Costs All costs of delivery are included in Cost of Sales. Delivery costs were \$3,464,121 and \$3,200,142 for the years ended December 31, 2022 and 2021, respectively.

Basic and Diluted Income Per Share (Interests) The Company follows Financial Accounting Standards Board (“FASB”) ASC 260 Earnings per Share to account for earnings per share. Basic earnings per unit (“EPS”) calculations are determined by dividing net income (loss) by the weighted average number of interests of common interests outstanding during the year. Diluted earnings per unit calculations are determined by dividing net income by the weighted average number of common interests and dilutive common interest equivalents outstanding. Dilutive common interest equivalents include the dilutive effect of in-the-money share equivalents, which are calculated, based on the average unit price for each period.

The following is a summary of outstanding securities which have been included in the calculation of diluted net income per share and reconciliation of net income to net income available to common members for the years ended December 31, 2022 and December 31, 2021 respectively:

<u>As of December 31,</u>	<u>2022</u>	<u>2021</u>
Weighted average common shares outstanding interests in calculating basic earnings Common Interest	\$ 849,945	\$ 851,414
Effect of Series A and B Preferred Interests	138,204	101,624
Effect of Common Interest Appreciation Rights	5,212	18,988
Weighted average common shares outstanding used in calculating diluted earnings per Common Interest	1,024,827	972,026
Effect of outstanding options	31,466	
Net income as reported	\$ 30,224,236	\$ 9,575,676
Diluted income per Common Interest	\$ 29.49	\$ 9.85

Recently Issued Accounting Pronouncements In February 2016, the FASB issued Accounting Standards Update (“ASU”) 2016-02, *Leases (Topic 842)* (“ASU 2016-02”). The new standard establishes a right-of-use (“ROU”) model that requires a lessee to record a ROU asset and a lease liability, measured on a discounted basis, on the consolidated balance sheets for all leases with terms greater than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the consolidated statements of income. A modified retrospective transition approach is required for capital and operating leases existing at the date of adoption, with certain practical expedients available. The Company is currently in the process of evaluating the potential impact of this new guidance, which is effective for the Company beginning on January 1, 2022.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)* (“ASU 2016-13”), which in conjunction with subsequent amendments issued by FASB amends the FASB’s guidance on the impairment of financial instruments. The ASU adds to US GAAP an impairment model

(known as the “current expected credit loss model”) that is based on expected losses rather than incurred losses. For private companies, ASU 2016-13 is effective for annual reporting periods beginning after December 15, 2022. Early adoption is permitted. The Company is currently evaluating the timing and impact of adoption on the Company’s consolidated financial statements.

3. INVENTORIES

Inventories are net of reserves and consist of the following:

As of December 31,	2022	2021
Finished goods	\$ 3,215,984	\$ 2,797,089
Work-in-process	665,620	1,136,208
Inventories, net	\$ 3,881,604	\$ 3,933,297

4. SOFTWARE DEVELOPMENT AND CAPITALIZED PRODUCTION COSTS

The following table summarizes the components of software development and capitalized production cost balances:

	Average Life (in years)	December 31, 2022		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Software development costs completed	1-2	\$ 1,452,268	\$ (1,133,688)	\$ 318,580
Software development costs in process	n/a	4,292,826		4,292,826
Capitalized TV/Film production in process	n/a	3,486,961		3,486,961
Capitalized IP development in process	n/a	360,351	-	360,351
Total capitalized development and production costs		\$ 9,592,406	\$ (1,133,688)	\$ 8,458,718

	Average Life (in years)	December 31, 2021		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Software development costs completed	1-2	\$ 456,700	\$	\$ 456,700
Software development costs in process	n/a	2,582,362	(718,632)	1,863,730
Capitalized TV/Film production in process	n/a	797,814	(328,175)	469,639
Total capitalized development and production costs		\$ 3,836,876	\$ (1,046,807)	\$ 2,790,069

The software development costs in process pertain to video games that are expected to launch in 2023 and 2024.

5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

As of December 31,	2022	2021
Leasehold improvements	\$ 59,028	\$ 59,028
Furniture and fixtures	308,043	291,822
Computers	538,161	369,164
Machinery and equipment	942,536	927,782
Vehicles	300,000	300,000

Less: accumulated depreciation	(1,749,261)	(1,370,113)
Property and equipment, net	\$ 398,507	\$ 577,683

Depreciation expense related to property and equipment was \$379,148 and \$263,470 for the years ended December 31, 2022 and December 31, 2021, respectively.

6. EQUITY-METHOD INVESTMENTS

5th Planet Games

In August 2021, the Company entered into a multi-tranche investment in 5th Planet Games A/S, a Danish interactive game company publicly listed on the Euronext stock exchange. The investment provides an opportunity for the Company and 5th Planet Games to bring other games to market. The Company has entered into separate commercial deals outside of the investment agreement. In August 2021, we purchased 21,677,765 shares at \$0.069 per share or \$1,500,000. As of December 31, 2021, the Company's ownership in 5th Planet Games was 16.9%.

In April 2022, we purchased 36,129,608 shares at \$0.061 per share or \$2,439,828. In August 2022, the Company completed three investment tranche payments for a total of 101,162,903 shares at \$0.07 per share or \$6,721,144, increasing the Company's ownership to 48.7%. As of December 31, 2022 the Company has significant control over 5th Planet Games. The final tranche payment will be in 2023 at which point the Company will have over 50% ownership in 5th Planet Games. This forward purchase agreement is accounted for as a derivative. We determined the estimated fair value in December 2022 and 2021 to be approximately \$14.8 million and \$4.1 million, respectively.

In August 2023, the Company has the obligation to make its fourth and final tranche to purchase additional interests of 50,581,452 shares which is estimated at approximately \$3.4 million.

The Company has the opportunity to acquire additional shares at NOK 0.90, per share, in the event 5th Planet Games' market capitalization reaches the following amounts:

	Milestone	Upon Market	Upon Market
	Warrants	Value of	Value of
		(NOK)	(USD Equity)
Tranche 1	4,241,438	\$ 60,000,000	\$ 6,708,000
Tranche 2	4,241,438	75,000,000	8,385,000
Tranche 3	4,241,438	100,000,000	11,180,000
Tranche 4	4,241,438	125,000,000	13,975,000
Tranche 5	14,138,130		
	31,103,882		

Mega Cat Studios

In August 2022, the Company entered into a multi-tranche investment and made the first tranche payment of \$2,000,000 for 1,666,667 shares, at \$1.20 per share, in Mega Cat Studios, a private video game development company. Game development resources are extremely tight, so this investment allows the Company to lock in future product flow more reliably. As of December 31, 2022, the Company had 14.3% ownership of Mega Cat Studios. As discussed in note 18-Subsequent Events, the Company made its second tranche payment in February 2023. We determined that we have significant influence over operating decisions of Mega Cat Studios.

The Company is obligated to make the final tranche payments in 2023 as follows:

	Shares	Rate	Amount	Date	2021
Tranche 2	1,250,000	\$ 1.20	\$1,500,000	\$ 14,825,331	Feb-23
Tranche 3	1,458,333	\$ 1.20	\$1,750,000	15,914,647	Jun-23

7. INVESTMENTS, AT COST

On May 8, 2017, the Company sold contract rights and IP assets to a private company for the total of \$16.5 million and upon the earlier of (1) as of immediately prior to the consummation of a Liquidation Event or (2) May 8, 2022, the purchasing company would issue the Company a warrant to purchase 481,824 shares of the purchasing company's common stock at an exercise price of \$0.01 per share. According to the agreement, the purchase price of \$16.5 million as allocated as follows; \$8,085,000 to the contract rights with a remaining term of approximately two years recognized as royalty income and \$8,415,000 for purchase of IP rights recognized as other non-operating income.

The warrants did not specify any additional terms at date of grant in 2017. We determined the warrants had an uncertain date of issuance and an uncertain valuation. As a result, we deemed the value of the warrant to be indeterminable at the time, thus no value was assigned in May 2017. In May 2022, the warrant agreement was received by the Company. The warrants had an expiration date in May 2023. The warrant agreement provided for a cashless exercise provision which resulted in the warrant to be accounted for as a derivative at fair value under ASC No. 815 "Derivatives and Hedging". At December 31, 2022, the investment's estimated fair value was \$15.9 million resulting in an increase in the unrealized appreciation of \$15.9 million.

C2X Investment

On March 10, 2022, the Company invested \$750,000 in cryptographic tokens called C2X. Per the agreement, twelve months after the effective date the Company will start to receive \$375,000, in the agreed upon crypto currency, every quarter, for two years.

Telltale Investment

On November 15, 2022, the Company entered into a simple agreement for future equity with a privately held company that develops and publishes original and licensed IP games for interactive platforms. The Company invested \$2,000,000.

8. ACCRUED LIABILITIES

The Company accrues for all expenses incurred but not billed.

As of December 31,	2022	2021
Accrued royalties and commissions	\$ 4,127,066	\$ 1,169,484
Accrued software development	760,913	881,892
Accrued compensation and related benefits	447,744	613,250
Accrued TV/film development	-	493,784
Accrued professional fees	246,988	201,426
Accrued distributed product payable	1,307,243	-
Accrued sales taxes, VAT and other	137,439	143,941
Accrued liabilities	\$ 7,027,393	\$ 3,503,777

The Company has a royalty agreement with one of its members (see note 11).

9. LINE OF CREDIT

On September 25, 2020, the Company entered into a credit agreement with East West Bank for a revolving line of credit which permits borrowings up to \$8,000,000. The rate of interest will fluctuate based on an applicable margin plus the Prime Rate or LIBOR, as applicable. The interest rate shall in no event be less than 3.75% per annum. The interest rate as of December 31, 2022 and 2021 was 7.25% and 3.25%, respectively. No interest is charged on the unused balance. The agreement is secured by substantially all the

Company's negotiable collateral and intellectual property collateral, is subject to certain financial covenants, and expires on September 25, 2023. The outstanding balance on the line was \$0 on both December 31, 2022 and 2021. The Company believes it is in compliance with or has received waivers for all of the restrictive covenants on December 31, 2022.

Loan fees are being amortized using the straight-line method, which approximates the effective interest rate method over the term of the Loan. Amortization of loan fees is included in interest expense.

10. BACKSTOP ARRANGEMENT

On September 25, 2020, the Company entered into an unsecured agreement with one of its members to advance up to \$5,000,000 to East West Bank, the lender on the Company's revolving line of credit ("Backstop Note"). The Backstop Note accrues interest at 7% per annum and, unless converted to equity, would be due at the six-month anniversary of the line of credit or March 25, 2024. The advances would be in effect if the Company is unable to repay its line of credit with East west Bank as lender and the lender calls for borrowings under the Backstop Note. Any borrowings and any unpaid interest on the Backstop Note are able to be converted into an equivalent amount of the Company's equity at 80% of the then-current Series A Preferred Interest price.

In addition to the convertible note and as part of the Backstop arrangement, the Company issued 1,725 warrants to purchase Common interests in the Company for an exercise price of \$10 The Company recorded the fair value of the warrant issued to the member as a deferred issuance cost associated on the date when the warrant was granted. Fair value of the warrants was \$97,331, as determined using a market approach valuation.

The deferred issuance cost will be amortized on a straight-line basis over the stated term of the line of credit, i.e., the access period.

11. MEMBERS' EQUITY

Series A Preferred Interests During the year ended December 31, 2021, the Company issued Series A Preferred interests at a value of \$290 per Interest. Preferred interests will receive preference in liquidation over Common interests up to \$290 per interest, and then pro-rata with all members of the company, and their total return is capped at two times the liquidation preference. Holders of Series A Preferred interests are entitled to participate in non-liquidating distributions in proportion to each member pro-rata share. Preferred interests can convert into Common interests on a one-to-one basis, subject to certain anti-dilution adjustments upon the consent of the holders of at least two-thirds of the outstanding Series A Preferred interests or mandatorily upon Initial Public Offering. Series A Preferred interests also have certain voting privileges such as approval of mergers, liquidation of the company, creation of new securities, incurrence or guarantee of debt, changing the primary business of the Company, dividends or distributions, among others.

Series B Preferred Interests During the year ended December 31, 2022, the Company issued 8,870 Series B Preferred interests at a value of \$290 per Interest. Certain Series B Preferred interests were also issued in 2021. Series B interests have liquidation, dividend, conversion and voting rights similar to Series A Interests except for conversion of Series B in Common interests is subject to approval by the holders of a majority of the outstanding Series B Preferred interests.

Common Interests Common interests were granted to the founding members of the Company. Once the liquidation preference has been met, Common interests can receive distribution pro-rata with all members according to the number of Interests held. The Company redeemed 1,100 and 9,034, Common Interests in 2022 and 2021 on a pro rata basis, respectively.

Warrants In connection with the issuance of Preferred Interests with one of its members, in December 2019, the Company issued 1,826 warrants to purchase Series A Preferred interests. The warrants have an exercise price per interest of \$548 and an aggregate purchase price of \$1,000,000. The warrants vest over four years

in the following manner: 460 interests at December 31, 2020; 453 interests at December 31, 2021; 460 interests at December 31, 2022; and 453 interests at December 31, 2023. At December 31, 2021, the company had 913 warrants outstanding and 913 that are exercisable. The fair value of the warrants was estimated at issuance date using a market approach valuation. The grant date fair value of the outstanding warrants was \$7,750, recorded in members' equity upon issuance as the warrants will be settled with Series A Preferred interests. The company recorded \$3,844 in 2022 and \$7,750 in 2021.

Acquisition on Noncontrolling Interests On November 24, 2021 Skybound Holdings LLC, LL increased its interest in Skybound Games Studios, Inc. from 70% to 100% by issuing "Common Interests" to the holders of the minority interests. Common interests are equivalent to common equity interests in the LLC per LLC Operating Agreement. The amount of Common Interests issued by the Company to both parties amount to 2,286.

On November 24, 2021 the Company also issued the sellers interest appreciation rights referred to as Common Interest Appreciation Right Interests (CIARs). Each seller received 13,031 CIAR Interests. 20% of CIAR vest immediately on the grant date, at the fair market value of \$290, while 80% of granted CIARs vest quarterly over the period through July 1, 2025, according to the terms of Common Interest Appreciation Rights Agreement (CIAR Agreement). As of December 31, 2022, the CIARs were 50% vested. The grant date fair value of \$5,561,206 was based on a market approach valuation of which \$2,780,603 and \$3,892,844 was yet to be amortized as of December 31, 2022 and 2021, respectively.

The Company recognizes the vesting of CIARs, post-acquisition date on November 24, 2021 as compensation expense for post-acquisition services, measured at fair value on the grant date. The Company recognized \$1,112,241 and \$92,687 of expense in December 2022, and 2021, respectively. The Company will recognize the compensation expense ratably from the grant date of November 24, 2021 through the end of the vesting period of July 1, 2025.

Terms of CIAR agreement define certain contingent redemption by the Company including potential redemption of vested CIARs in cash.

Incentive Plan The Company has reserved 99,300 Common interests for issuance under the Company's 2019 Equity Incentive Plan.

In 2022, the Company granted and entered into agreements to issue 56,737 options under Company's 2019 Equity Incentive Plan. In 2022, 5,850 of those options were exercised through a cashless transaction, resulting in 1,488 interests issued.

On October 24, 2022 the managing members approved a forward interest split for which 7.18732 interests will be exchanged for each Common and Preferred interest held. All interests and related amounts have been retroactively restated for all periods presented.

Equity-Based Compensation The Company's 2019 Equity Incentive Plan (the "Plan") permits the granting of interest options to its employees, directors and consultants, for up to 99,300 Common interests. The purpose of the Plan is to incentivize employees, directors and consultants who render services to the Company by providing opportunities to acquire Interests in the Company. The Plan authorizes the use of both Incentive Stock Options and Non-Qualified Stock Options. The incentive interests are subject to vesting over time or based on the Company's financial performance. FASB ASC Topic 718, Compensation – Stock Compensation ("ASC 718"), requires that all share-based payments to employees and board members be recognized in the consolidated statement of income and comprehensive income over their vesting period based on the fair value of those awards calculated using an option valuation model on the grant date. The Company granted 56,737 options for the year ended December 31, 2022, and as of December 31, 2022, 49,110 common interests were available for grant under the Plan.

The following is a rollforward of the outstanding options to purchase common interests:

Unvested Options Rollforward

	Common Options
Nonvested at December 31, 2021	-
Granted	56,737
Vested	(8,273)
Cancelled and forfeited	(6,548)
Nonvested at December 31, 2022	41,916

The below schedule shows how equity-based compensation is allocated:

Year ended December 31, 2022

Research and development	\$ 22,201	1%
Sales and marketing	1,144,157	56%
General and administrative	882,512	43%
Total	\$ 2,048,870	100%

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model which requires the use of subjective assumptions regarding the fair value of common interests, expected volatility, expected term, risk free-rate and dividend yield as follows:

	Common Options		
	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Yrs.)
Outstanding at December 31, 2021	-	\$ -	-
Granted	56,737	145.16	10.0
Exercised	(5,850)	145.16	9.5
Cancelled/Forfeited	(6,548)	145.16	9.5
Outstanding at December 31, 2022	44,339	\$ 145.16	9.5

Fair Value of Common interests

Because there was no public market for the Company's common interests, the Company's management, with the assistance of a third-party valuation specialist, determined the fair value of the Company's common interests at the time of the grant of interests options by considering a number of objective and subjective factors, including the Company's actual operating and financial performance, market conditions and performance of comparable publicly-traded companies, developments and milestones in the Company, the likelihood of achieving a liquidity event and transactions involving the Company's common interests and preferred interests, the rights and preferences of the preferred interests and prospects of a liquidity event, among other factors. The fair value of the Company's common interests was determined in accordance with applicable elements of the practice aid issued by the American Institute of Certified Public Accountants, *Valuation of Privately Held Company Equity Securities Issued as Compensation*.

Expected Volatility

The Company estimates expected volatility based on historical volatility data of comparable companies.

Expected Term

The expected term, which represents the period of time that options granted are expected to be outstanding, is estimated based on an average between the contractual and vesting terms of the awards.

Risk-Free Rate

The risk-free rate assumed in valuing the options is based on the United States Treasury yield curve in effect at the time of grant for the expected term of the option.

Dividend Yield

The Company currently has no history or expectation of paying cash dividends on its common interests.

Forfeiture Rate

The Company recognizes forfeitures as they occur.

Changes in these assumptions can materially affect the fair value of the options.

Using the Black-Scholes option pricing model, management has determined that the options have a value of \$206.57 per option resulting in total compensation cost of \$11,720,080. Compensation cost will be recognized over the eight-year service period that began January 1, 2022.

The following is a summary of a range of assumptions for options granted during the year ended December 31, 2022:

Assumptions for Equity-Based Compensation

Risk-free interest rate	1.38% - 3.93%
Expected life (in years)	6.1 - 6.5
Dividend yield	-
Expected volatility	88% - 95%

Regulation A Offering On December 5, 2022, the Company filed a Tier 2 Offering Statement pursuant to Regulation A under the Securities Act of 1933, as amended (the “*Securities Act*”), in connection with the sale of its limited liability company common equity interests, each of which are subject to the conditions set forth in “Securities Being Offered.” The number of Interests subject to the Offering is 150,000, at a fixed price of \$500 per Interest. The minimum purchase per investor is \$500 (1 Interest). Additional purchases may be made in multiples of \$500 (1 Interest). If the Company sells all 150,000 Interests offered, the gross proceeds will be \$75,000,000. All funds raised will become available to the Company and will be used as described under “Use of Proceeds.”

This Offering, which is not subject to the sale of any minimum number of Interests, is being conducted on a “best efforts” basis through a registered broker-dealer, which will be paid (i) a brokerage commission, in cash, of 6% of the first \$20,000,000 of the aggregate Offering Price of all Interests sold in this Offering, 5% of the next \$30,000,000 of the aggregate Offering Price of all Interests sold in this Offering, and 1.5% of all dollar value over \$50,000,000 of the aggregate Offering Price of all Interests sold in this Offering (the “*Brokerage Commission*”); and (ii) a securities commission – that is, a commission paid in Interests – of 1.5% of all Interests sold in this Offering, provided the aggregate Offering Price of all Interests sold in this Offering is equal to or exceeds \$25,000,000. No Company officer or director who introduces friends, family members and business acquaintances to any selling agent in this Offering will receive commissions or any other remuneration from any such sales.

Incremental direct costs incurred to issue interests classified as equity, such as underwriting, accounting and legal fees, printing costs, and taxes, will be treated as a reduction of the proceeds. Management salaries and other indirect costs related to the issuance will be expensed as incurred.

12. RELATED PARTY TRANSACTIONS

The Company is a guarantor on a mortgage loan for B&C. The loan balance as of December 31, 2022 and 2021 amounted to \$19,135,840 and \$19,643,240, respectively. The note is secured by a building owned by B&C and leased to the Company. The Company may be required to perform under the note should B&C default on its obligations. Management does not anticipate any requirement to pay in the near future. Management believes the Company and B&C are following any covenants and restrictions related to the loan in B&C.

The Company leases a building under an operating lease agreement from B&C. The Company currently makes monthly payments until December 31, 2026. The monthly lease payments for 2022 and 2021 were \$90,813 and \$89,032, respectively. The agreement provides for annual increases of 2% of base rent in the immediately preceding year. Rent due to B&C totaled \$0 as of December 31, 2022 and 2021, respectively.

The Company incurs expenses to make building improvements which are reimbursed by B&C. As of December 31, 2022 and 2021, B&C owes the Company \$387,348 and \$217,201, respectively for building improvements recorded in Due from Related Parties on the consolidated balance sheet.

In April 2022, the Company became a guarantor on a mortgage loan for Spicy. The loan balance as of December 31, 2022 amounted to \$7,944,028. The note is secured by a building owned by Spicy and leased to the Company. The Company may be required to perform under the note should Spicy default on its obligations. Management does not anticipate any requirement to pay in the near future. Management believes the Company and Spicy are following any covenants and restrictions related to the loan in Spicy.

The Company leases a building under an operating lease agreement from Spicy. The Company currently makes monthly payments until December 31, 2029. The monthly lease payments for 2022 were \$ 46,920 The agreement provides for annual increases of 2% of base rent in the immediately preceding year. Rent due to Spicy totaled \$0 as of December 31, 2022.

The Company incurs expenses to make building improvements which are reimbursed by Spicy. As of December 31, 2022, Spicy owes the Company \$0 for building improvements recorded in Due from Related Parties on the consolidated balance sheet.

The Company has a royalty agreement with one of its members for 15% on sales of comics, and sales at conventions and merchandise sold, 30% on local licensing and 70% on international comic licensing. Total royalty expense to related parties of \$5,800,169 and \$4,881,000 was incurred for the years ended December 31, 2022 and December 31, 2021, respectively.

As of December 31, 2022 and 2021, the Company had an outstanding, related party, loan receivables in the amount of \$1,776,785 and \$300,000, respectively, The Company calculates interest ranging from 2.05% to 3.92% per annum. The loans can be paid off any time prior to their relative due dates.

The Company entered into a loan agreement with its employee, Ian Howe, in July 2021, in the principal amount of \$300,000, which is payable by Mr. Howe on demand by the Company. The Company entered into a loan agreement with each of David Alpert, Jon Goldman and Robert Kirkman in November 2022, with each loan in the principal amount of \$500,000 and secured by a pledge of 1,000 common membership interests held by each such executive officer (or, in the case of David Alpert, the Peanut & Pookie Family Trust, and, in the case of Robert Kirkman, the Kirkman Family 2014 Trust).

The Company received revenues of \$444,494 from Com2uS Corp. in 2022. Com2uS Corp. holds equity membership interests in the Company and has the right to appoint one (1) Manager to the Company's Board of Managers.

13. COMMITMENTS AND CONTINGENCIES

Operating Leases The Company is obligated under non-cancellable operating leases for certain facilities and equipment which expire on various dates through December 2026. Total rent expense to related parties was \$1,560,902 for the year ended December 31, 2022 (see Note 12). Rent expense is included in operating expenses on the accompanying consolidated statements of income and comprehensive income. The balance of the operating lease right of use assets at December 31, 2022 is \$7,625,736.

The following is a summary of future annual minimum lease payments on all operating leases as of December 31, 2022:

Future Minimum Lease Payments	
Fiscal year:	
2023	\$ 1,700,862
2024	1,734,522
2025	1,753,999
2026	1,786,048
2027	618,594
Thereafter	789,575
Total undiscounted future lease payments	8,383,600
Less: imputed interest	(1,618,623)
Less: current portion of lease liabilities	(1,161,714)
Long-term lease liabilities	\$ 5,603,263

Litigation the Company is subject to certain legal proceedings and claims that arise in the normal course of business. The Company does not believe the amount of liability, as a result of these types of proceedings and claims will have a materially adverse effect on the Company's consolidated financial position, results of operations, and cash flows.

From time to time, the Company encounters content and items for sale that may infringe their copyrights, trademarks, and domain names available on various online retail and streaming platforms and other websites, such as unauthorized fan reviews featuring extensive copying of Company-owned properties, unauthorized shows that copy the look and feel of Company owned digital content and unauthorized t-shirts bearing the Skybound logo or free downloads of comic book issues. The company addresses such possible infringement in the ordinary course of business consistent with advice of the Company's counsel.

The corporate headquarters was served with a civil lawsuit on January 15, 2021 alleging negligence that led to a trip and fall on the sidewalk outside of the corporate headquarters building. Neither the Company nor any Company Subsidiary is a party to any material litigation at this time. The Company is making this disclosure for informational purposes.

In January 2022, a lawsuit was filed in federal court against a principle of Mr. Mango, LLC by a colorist who performed services on a comic book. Neither Mr. Mango, LLC nor any of its subsidiaries are parties to the lawsuit, however, the lawsuit does list a principle of Mr. Mango, LLC and the Company's subsidiaries commercialize the involved IP.

14. REVENUES

The company generates revenue primarily through the sale of physical and digital product, licensing and royalties, and certain services, including production and marketing services. In accordance with ASC 606, the following table represents a disaggregation of the Company's revenue as of December 31, 2022 and as of December 31, 2021:

For the Year Ended December 31,	2022	%	2021	%
Physical product sales	\$ 25,011,464	23%	\$ 24,581,346	38%
Digital product sales	6,706,877	6%	5,315,468	8%
Licensing and royalty	27,754,936	26%	22,675,181	35%
Services	43,919,631	41%	10,242,561	16%
Other	4,196,559	4%	1,571,764	2%
Net sales	\$107,589,467	100%	\$ 64,386,320	100%

The following table represents the Company's revenue as of December 31, 2022 and December 31, 2021. The percentage of our consolidated net revenues that are recognized from revenue sources that are recognized at a "point-in-time" and from sources that are recognized "over-time and other" were as follows:

As of December 31,	2022	2021
Point in time (1)	33%	49%
Over time and other (2)	67%	51%
Net sales	100%	100%

- (1) Revenue recognized at a "point-in-time" is primarily comprised of the portion of revenue from software and physical products sales that are recognized when the customer takes control of the product (i.e., upon delivery of the product), as well as royalties from revenues generated from sales of products and use of IP.
- (2) Revenue recognized "over-time and other revenue" is primarily comprised of licensing and services which are contract balances. The Company accepts advance payments, primarily from newer customers ranging from 25% to 50% of the transaction price. Upon receipt of an advance payment, the Company recognizes deferred revenue, which is included on the accompanying consolidated balance sheets.

The following table breaks out the Company's sales by geographical region for the years ended December 31, 2022 and December 31, 2021:

As of December 31,	2022	%	2021	%
Asia	\$ 15,438,030	14%	\$ 11,267,284	17%
Europe	20,380,726	19%	9,033,097	14%
Middle East	683,460	1%	176,057	-%
North America	69,345,027	65%	43,509,420	68%
Oceania	1,613,576	1%	400,462	1%
South America	128,648	-%	-	-%
Total sales	\$107,589,467	100%	\$ 64,386,320	100%

In accordance with ASC 606, the following table represents a disaggregation of the Company's revenue for December 31, 2022 and December 31, 2021, respectively:

Deferred revenue rollforward for year ending December 31, 2022

	Beginning Balance	New Transactions	Revenue	Ending Balance
Physical product	\$ 1,997,343	\$ 1,434,882	\$ (1,429,132)	\$ 2,003,093
Licensing and royalties	3,642,657	4,365,000	(4,601,293)	3,406,364
Services	5,640,313	13,977,899	(13,062,930)	6,555,282
	\$ 11,280,313	\$ 19,777,781	\$ (19,093,355)	\$ 11,964,739

Deferred revenue rollforward for year ending December 31, 2021

	Beginning Balance	New Transactions	Revenue	Ending Balance
Physical product	\$ 1,368,237	\$ 1,152,867	\$ (523,761)	\$ 1,997,343
Licensing and royalties	3,100,000	3,642,657	(3,100,000)	3,642,657
Services	811,640	5,123,766	(295,093)	5,640,313
	<u>\$ 5,279,877</u>	<u>\$ 9,919,290</u>	<u>\$ (3,918,854)</u>	<u>\$ 11,280,313</u>

Future annual revenues from deferred revenues are as follows:

2023	2024	2025	2026
<u>\$ 8,524,972</u>	<u>\$ 2,455,204</u>	<u>\$ 667,880</u>	<u>\$ 316,683</u>

The Company engages in Kickstarter campaigns that generate revenue on unfulfilled campaigns. The Company classifies these revenues as deferred and recognizes the revenue at the point the campaign reaches fulfillment. The average length of a Kickstarter is fifteen months.

On August 1, 2020, the Company entered into an agreement with PUBG (Krafton, Inc), to offer two years of marketing services for an upcoming game, followed by a period of distribution for that game. The game launched in December 2022. Per the agreement the Company acts as an agent. On behalf of PUBG (Krafton, Inc), the Company markets and distributes the game, in various formats to its customers, invoices and collects payments from its customers. Upon collection, the Company retains its fees of \$1 per unit of physical sales and \$0.60 per unit of digital sales, and the Company remits the balance collected to PubG. As of December 31, 2022, the Company recognized \$1,373,180 in revenue. The Company has no credit risk as it is not obligated to remit monies for any invoices which are uncollected. Accordingly, the Company only records revenues for its marketing and distribution fees. At the time the Company invoices its customers, it establishes a corresponding liability.

At December 31, 2022, the Company held \$29.1 million of distributed products receivable on behalf of Krafton Inc. This amount is being offset in the liability to PubG amounting to \$37.3 million.

15. INCOME TAXES

The total current tax and provision for income tax expense consists of the following as of December 31, 2022 and 2021:

As of December 31,	2022	2021
Current tax expense:		
Federal	\$ 3,038,818	\$ 206,386
State and local	502,028	310,205
Foreign	-	356,991
Total current tax expense	<u>\$ 3,540,846</u>	<u>\$ 873,582</u>
Deferred tax expense:		
Federal	3,956,772	1,274,509
State and local	953,078	199,058
Foreign	(131,194)	-
Total deferred tax expense	<u>4,778,656</u>	<u>1,473,567</u>
Total income tax expense	<u>\$ 8,319,502</u>	<u>\$ 2,347,149</u>

Deferred tax assets consist of the following as of December 31, 2022 and 2021:

As of December 31,	2022	2021
Deferred tax assets:		
Net operating losses	\$ 1,858,475	\$ 3,810,877
Stock-based compensation	841,850	109,607
Capitalized software and production	691,275	99,190
Accruals and other	394,727	396,285
	3,786,327	4,326,679
Deferred tax liability - Unrealized gain on derivative asset	(4,238,303)	-
Net deferred tax asset/(liability)	\$ (451,976)	\$ 4,326,679

The Company has recorded a deferred tax liability of \$4.2 million related to the unrealized gain of \$15.9 million on the derivative asset described in Note 7.

In connection with the Company unrealized gain on its forward purchase contract to acquire equity securities in 5th Planet Games, which is accounted for as a derivative asset, management plans to acquire a controlling interest, thus indefinitely deferring the gain for income tax reporting purposes.

Consideration of whether a valuation allowance should be recorded against deferred tax assets is based on the likelihood that the benefits of the deferred tax assets will or will not ultimately be realized in future periods. Accounting standards require that all available evidence, both positive and negative, be considered to determine whether, based on the weight of that evidence, a valuation allowance is needed. Realization of the future benefits related to the deferred tax assets is dependent on many factors, including the company's ability to generate taxable income within the near to medium term and tax planning strategy. The Company has considered these factors in determining the amount of the valuation allowance.

The Company had no valuation allowance as of December 31, 2022 and 2021, as net deferred tax assets are expected to be fully utilized in future periods.

The federal and blended state income tax rates used in determining the provision for the year ended December 31, 2022 is 21.0% and 3.7%, when applicable, respectively. The Company's effective tax rate was less than the statutory rate due to net operating losses ("NOLs") applied against income.

As of December 31, 2022, the Company had approximately \$18,022,151 of federal and \$11,360,000 of state net operating losses.

For the years ended December 31, 2022, and 2021, the Company did not take any material uncertain tax positions.

The Company has not received any notice or indication of federal income tax examination and as such the tax years 2019 through 2022 remain open to examination for federal income tax purposes and by other major taxing jurisdictions to which the Company is subject.

16. SUPPLEMENTAL CASH FLOW INFORMATION

As of December 31, 2022	2022	2021
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 9,683	\$ 12,269
Cash paid for income taxes	\$ 2,663,515	\$ 917,092
Non cash investing and financing activities:		
Common interests issued to acquire noncontrolling interest	\$ -	\$ 570,000

Common interest appreciation rights issued to acquire NCI	\$	-	\$	1,668,362
Derivatives received in exchange of license	\$	542,880	\$	2,714,403
C2X Investment	\$	750,000		

17. EMPLOYEE BENEFIT PLAN

The Company maintains a 401(k) retirement plan (the “Plan”) that covers eligible employees of the Company. Under the terms of the Plan, employees may make voluntary contributions, subject to certain limitations, and the Company may make discretionary contributions to the Plan. The Company contributed \$297,932 and \$210,215 for December 31, 2022 and December 2021, respectively, which is included in operating expenses on the accompanying consolidated statements of income and comprehensive income. The contributions represent 100% match of the employee’s 401(k) contributions after three months of employment, based on contributions up to 4%.

18. SUBSEQUENT EVENTS

The Company evaluated subsequent events that occurred from January 1, 2023 through the date of the independent auditor’s report, which is the date that the consolidated financial statements were available to be issued, and determined that there were no subsequent events or transactions that required recognition or disclosure in the consolidated financial statements, except as noted below:

On January 4, 2023, the Company granted options to acquire 1,552 common interests as part of the 2019 Equity Incentive Plan (the “Plan”).

Capital Raise As of February 17, 2023 the Company has closed on the sale of 23,134 Common interests at \$500 per Interest, for \$11,567,000 in connection with its December 5, 2022, Regulation A offering (see footnote 11 above). The sale of these interests is subject to the terms and condition of the offering circular, including certain escrow requirements. To date the company has received two disbursements on January 18, 2023 and February 17, 2023. To date, the Company has paid \$742,080 in commission and fees related to the sales and will realize net proceeds of \$9,668,220.

On February 21, 2023 the Company exercised the 481,824 warrants at \$0.01 (see note 7).

On February 28, 2023, the Company made the tranche 2 payment of \$1,500,000 for 1,250,000 shares at \$1.20 per share, for the Mega Cat Studios investment.

EXHIBIT B

Form of Security

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN INVESTOR.

SKYBOUND HOLDINGS LLC

Crowd SAFE (Crowdfunding Simple Agreement for Future Equity)

Series 2024

THIS CERTIFIES THAT in exchange for the payment by [Investor Name] (the “**Investor**”, and together with all other Series 2024 Crowd SAFE holders, “**Investors**”) of \$[] (the “**Purchase Amount**”) on or about [Date of Crowd SAFE], Skybound Holdings LLC, a Delaware limited liability company (the “**Issuer**”), hereby issues to the Investor the right to units of the Issuer’s Common Interests (defined below), subject to the terms set forth below.

See Section 2 for the definitions of Discount, Valuation Cap and certain additional defined terms.

1. *Events*

(a) Equity Financing.

(i) If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) (“**First Equity Financing**”), the Issuer shall promptly notify the Investor of the closing of the First Equity Financing and of the Issuer’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Purchase Amount to Common Interests; or (2) issue to the Investor units of Common Interests. The number of units of Common Interests shall be equal to the quotient obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price (such applicable Conversion Price, the “**First Equity Financing Price**”).

(ii) If the Issuer elects to continue the term of this Crowd SAFE past the First Equity Financing and another Equity Financing occurs before the termination of this Crowd SAFE in accordance with Sections 1(b)-(d) (each, a “**Subsequent Equity Financing**”), the Issuer shall promptly notify the Investor of the closing of the Subsequent Equity Financing and of the Issuer’s discretionary decision to either (1) continue the term of this Crowd SAFE without converting the Investor’s Purchase Amount to Common Interests; or (2) issue to the Investor units of Common Interests. The number of units of Common

Interests shall be equal to the quotient obtained by dividing (x) the Purchase Amount by (y) the First Equity Financing Price.

(b) **Liquidity Event.**

(i) If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below) or (2) to receive from the Issuer a number of units of Common Interests equal to the Purchase Amount (or a lesser amount as described below) divided by the Liquidity Price.

(ii) If there is a Liquidity Event before the termination of this instrument but after one or more Equity Financings have occurred, each Investor must select, at its option, within thirty (30) days of receiving notice (whether actual or constructive), either (1) to receive a cash payment equal to the Purchase Amount (or a lesser amount as described below) or (2) to receive from the Issuer a number of units of Common Interests equal to the Purchase Amount divided by the First Equity Financing Price. Units of Common Interests granted in connection therewith shall have the same liquidation rights and preferences as all other units of Common Interests.

(iii) If there are not enough funds to pay the Investor and holders of other Crowd SAFEs (collectively, the “**Cash-Out Investors**”) in full, then all of the Issuer’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts. In connection with this Section 1(b), the Purchase Amount (or a lesser amount as described below) will be due and payable by the Issuer to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event.

Notwithstanding Section 1(b)(i)(2) or Section 1(b)(ii)(2), if the Issuer’s board of managers determines in good faith that delivery of Common Interests to the Investor pursuant to Section 1(b)(i)(2) or Section 1(b)(ii)(2) would violate applicable law, rule or regulation, then the Issuer shall deliver to Investor in lieu thereof, a cash payment equal to the fair market value of such Common Interests, as determined in good faith by the Issuer’s board of managers.

(c) **Dissolution Event.** If there is a Dissolution Event (defined below) before this instrument terminates in accordance with Section 1(a) or Section 1(b), subject to the preferences applicable to any series of Preferred Interests, the Issuer will distribute its entire assets legally available for distribution with equal priority among the (i) Investors (on an as converted basis based on a valuation of Common Interests as determined in good faith by the Issuer’s board of managers at the time of Dissolution Event), (ii) all other holders of instruments sharing in the assets of the Issuer at the same priority as holders of Common Interests upon a Dissolution Event and (iii) all holders of Common Interests.

(d) **Termination.** This instrument will terminate (without relieving the Issuer or the Investor of any obligations arising from a prior breach of or non-compliance with this instrument) upon the earlier to occur of: (i) the issuance of Common Interests to the Investor pursuant to Section 1(a) or Section 1(b); or (ii) the payment, or setting aside for payment, of amounts due to the Investor pursuant to Section 1(b) or Section 1(c).

2. ***Definitions***

“**Capital Interests**” means the limited liability company equity interests of the Issuer, including, without limitation, Common Interests and Preferred Interests.

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding voting securities of the Issuer having the right to vote for the election of members of the Issuer’s board of managers, (ii) any reorganization, merger or consolidation of the Issuer, other than a transaction or series of related transactions in which the holders of the voting securities of the Issuer outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Issuer or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Issuer.

“**Common Interests**” means the limited liability company common equity interests of the Issuer.

“**Conversion Price**” means either: (i) the SAFE Price; or (ii) the Discount Price, whichever calculation results in a greater number of units of Common Interests.

“**Discount**” means:

(i) during the period commencing on the filing date of the applicable Form C with the United States Securities and Exchange Commission (“**SEC**”) for the issuance of the Series 2024 Crowd SAFE by the Issuer and ending on April 10, 2024 at 11:59 p.m. Pacific Time (“**Offering Period 1**”), twenty percent (20%);

(ii) during the period commencing on April 11, 2024 at 12:00 a.m. Pacific Time and ending on April 14, 2024 at 11:59 p.m. Pacific Time (“**Offering Period 2**”), fifteen percent (15%); and

(iii) during the period commencing on April 15, 2024 at 12:00 a.m. Pacific Time and ending upon the end of the offering of the Series 2024 Crowd SAFE by the Issuer (“**Offering Period 3**”), ten percent (10%).

“**Discount Price**” means the product of (i) the price per unit of Capital Interests sold in an Equity Financing and (ii) 100% less the Discount.

“**Dissolution Event**” means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Issuer’s creditors, (iii) the commencement of a case (whether voluntary or involuntary) seeking relief under Title 11 of the United States Code (the “**Bankruptcy Code**”), or (iv) any other liquidation, dissolution or winding up of the Issuer (excluding a Liquidity Event), whether voluntary or involuntary.

“**Equity Financing**” shall mean the next sale (or series of related sales) by the Issuer of its Capital Interests to one or more third parties following the date of this instrument with the principal purpose of raising capital.

“**Equity Securities**” shall mean Common Interests or Preferred Interests or any securities convertible into, exchangeable for or conferring the right to purchase (with or without additional consideration) Common Interests or Preferred Interests, except in each case, (i) any security granted, issued and/or sold by the Issuer to any manager, director, officer, employee, advisor or consultant of the Issuer in such capacity for the primary purpose of soliciting or retaining his, her or its services, (ii) any convertible promissory notes issued by the Issuer, and (iii) any SAFEs issued.

“Fully Diluted Capitalization” shall mean the aggregate number, as of immediately prior to the First Equity Financing, of issued and outstanding units of Capital Interests, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including units of convertible Preferred Interests and all outstanding vested or unvested options or warrants to purchase Capital Interests, but excluding (i) the issuance of all units of Capital Interests reserved and available for future issuance under any of the Issuer’s existing equity incentive plans, (ii) convertible promissory notes issued by the Issuer, (iii) any SAFEs, and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

“Intermediary” means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874, or a qualified successor.

“IPO” means: (A) the completion of an underwritten initial public offering of Capital Interests by the Issuer pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the SEC and is declared effective to enable the sale of Capital Interests by the Issuer to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; (B) the Issuer’s initial listing of its Capital Interests (other than units of Capital Interests not eligible for resale under Rule 144 under the Securities Act of 1933, as amended (the **“Securities Act”**)) on a national securities exchange by means of an effective registration statement on Form S-1 filed by the Issuer with the SEC that registers units of existing Capital Interests of the Issuer for resale, as approved by the Issuer’s board of managers, where such listing shall not be deemed to be an underwritten offering and shall not involve any underwriting services; or (C) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange, or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Capital Interests of the Issuer.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of units of the Issuer’s Capital Interests (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding: (i) units of Capital Interests reserved and available for future grant under any equity incentive or similar plan; (ii) any SAFEs; (iii) convertible promissory notes; and (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

“Liquidity Event” means a Change of Control or an IPO.

“Liquidity Price” means the price per unit equal to (x) the Valuation Cap divided by (y) the Liquidity Capitalization.

“Lock-up Period” means the period commencing on the date of the final prospectus relating to the Issuer’s IPO, and ending on the date specified by the Issuer and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Issuer or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions.

“Preferred Interests” means the limited liability company preferred equity interests of the Issuer.

“Regulation CF” means Regulation Crowdfunding promulgated under the Securities Act.

“SAFE” means any simple agreement for future equity (or other similar agreement), including a Crowd SAFE, which is issued by the Issuer for bona fide financing purposes and which may convert into Capital Interests in accordance with its terms.

“SAFE Price” means the price per unit equal to (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization.

“Valuation Cap” means:

- (i) during Offering Period 1 and Offering Period 2, \$600,000,000; and
- (ii) during Offering Period 3, \$650,000,000.

3. Issuer Representations

(a) The Issuer is a limited liability company duly formed, validly existing and in good standing under the laws of the state of its formation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Issuer of this instrument is within the power of the Issuer and, other than with respect to the actions to be taken when equity is to be issued to Investor, has been duly authorized by all necessary actions on the part of the Issuer. This instrument constitutes a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Issuer, it is not in violation of (i) its current certificate of formation or limited liability company operating agreement; (ii) any material statute, rule or regulation applicable to the Issuer; or (iii) any material indenture or contract to which the Issuer is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Issuer.

(c) The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Issuer; (ii) result in the acceleration of any material indenture or contract to which the Issuer is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Issuer or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Issuer, its business or operations.

(d) No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Issuer’s limited liability company approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary limited liability company approvals for the authorization of units of Common Interests issuable pursuant to Section 1.

(e) The Issuer shall, prior to the conversion of this instrument, reserve from its authorized but unissued units of Common Interests for issuance and delivery upon the conversion of this instrument, such number of units of the Common Interests as necessary to effect the conversion contemplated by this instrument, and, from time to time, will take all steps necessary to provide sufficient authorized numbers of units of the Common Interests issuable upon the conversion of this instrument. All such units shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or

restrictions on sale and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws or the limited liability company operating agreement of the Issuer.

(f) The Issuer is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the “**Investment Company Act**”), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (v) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vi) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(g) The Issuer has, or will shortly after the issuance of this instrument, engage a transfer agent registered with the U.S. Securities and Exchange Commission to act as the sole registrar and transfer agent for the Issuer with respect to the Crowd SAFE.

4. *Investor Representations*

(a) The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

(b) The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act. The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply.

(c) The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor understands that this Security and any underlying securities that it may be converted into under the terms herein, have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor’s representations as expressed herein.

(d) The Investor acknowledges, and is purchasing this instrument in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF, promulgated under Section 4(a)(6)(B) of the Securities Act.

(e) The Investor acknowledges that the Investor has received all the information the Investor has requested from the Issuer and the Investor considers necessary or appropriate for deciding whether to acquire this instrument and the underlying securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Issuer regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information necessary to verify the accuracy of the information given to the Investor. In deciding to subscribe to this instrument, the Investor is not relying on the advice or recommendations of the Issuer or of the Intermediary and the

Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

(f) The Investor understands and acknowledges that as a Crowd SAFE investor, the Investor shall have no voting, information or inspection rights, aside from any disclosure requirements the Issuer is required to make under relevant securities regulations.

(g) The Investor understands that no public market now exists for any of the securities issued by the Issuer, and that the Issuer has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.

(h) The Investor is not (i) a citizen or resident of a geographic area in which the subscription of or holding of the Crowd SAFE and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Investor hereby represents and agrees that if Investor's country of residence or other circumstances change such that the above representations are no longer accurate, Investor will immediately notify Issuer. Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Crowd SAFE or the underlying securities to a party subject to U.S. or other applicable sanctions.

(i) If the Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its beneficial interest in the Crowd SAFE and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction, including (i) the legal requirements within its jurisdiction for the subscription of its beneficial interest in the Crowd SAFE; (ii) any foreign exchange restrictions applicable to such subscription; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the subscription, holding, conversion, redemption, sale, or transfer of its beneficial interest in the Crowd SAFE and the underlying securities. The Investor acknowledges that the Issuer has taken no action in foreign jurisdictions with respect to the Crowd SAFE (and the Investor's beneficial interest therein) and the underlying securities.

(j) If the Investor is a corporate or other legal entity: (i) such corporate or other legal entity is duly incorporated or formed, validly existing and in good standing under the laws of the state of its incorporation or formation, and has the power and authority to enter into this Crowd SAFE; (ii) the execution, delivery and performance by the Investor of the Crowd SAFE is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current certificate of incorporation or formation, bylaws, limited liability company operating agreement or any other applicable organizational documents, any material statute, rule or regulation applicable to the Investor; and (iv) the performance of this Crowd SAFE does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Purchase Amount.

(k) The Investor further acknowledges that it has read, understood, and had ample opportunity to ask Issuer questions about its business plans, “Risk Factors,” and all other information presented in the Issuer’s Form C and the offering documentation filed with the SEC.

(l) The Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

5. Transfer Restrictions.

(a) The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any units of Common Interests or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Interests (whether such units or any such securities are then owned by the Investor or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Interests or other securities, in cash, or otherwise.

(b) The foregoing provisions of Section 5(a) will: (x) apply only to the IPO and will not apply to the sale of any units to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any units to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Investor only if all officers and members of the board of managers of the Issuer are subject to the same restrictions and the Issuer uses commercially reasonable efforts to obtain a similar agreement from all equity holders individually owning more than 5% of the outstanding Common Interests or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Interests. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Issuer may impose stop transfer instructions with respect to the Investor’s registrable securities of the Issuer (and the Issuer units or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor’s registrable securities of the Issuer (and the units or securities of the Issuer held by every other person subject to the restriction contained in Section 5(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY’S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY’S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) Without in any way limiting the representations and warranties set forth in Section 4 above, the Investor further agrees not to make any disposition of all or any portion of this instrument or the underlying securities unless and until the transferee has agreed in writing for the benefit of the Issuer to make the representations and warranties set out in Section 4 and the undertaking set out in Section 5(a) and:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) The Investor shall have notified the Issuer of the proposed disposition and shall have furnished the Issuer with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Issuer, the Investor shall have furnished the Issuer with an opinion of counsel reasonably satisfactory to the Issuer that such disposition will not require registration of such units under the Securities Act.

(e) The Investor agrees that it shall not make any disposition of this instrument or any underlying securities to any of the Issuer's competitors, as determined by the Issuer in good faith.

(f) If the Investor intends to transfer the Crowd SAFE ("**Transfer**") in accordance with this Section 5, the investor accepting transfer ("**Transferee**") must pass and continue to comply with the Nominee's (as defined in Exhibit A) (and any applicable affiliate's) know your customer ("**KYC**") and anti-money laundering ("**AML**") policies and execute Exhibit A contemporaneously and in connection with the Transfer. The Investor understands that the Transferee's failure to pass the requisite KYC and AML procedures or to execute Exhibit A contemporaneously with the Transfer will render the Transfer void, null, unenforceable, and the Transferee will be unable to redeem their security.

(g) The Investor understands and agrees that the Issuer will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Crowd SAFE and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Issuer's certificate of formation or limited liability company operating agreement, any other agreement between the Investor and the Issuer or any agreement between the Investor and any third party:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

6. Miscellaneous

(a) The Investor agrees to execute the Nominee Rider and Waiver, attached hereto as Exhibit A contemporaneously and in connection with the subscription of this Crowd SAFE. The Investor agrees and understands that the Investor's failure to execute Exhibit A contemporaneously with this Crowd SAFE will render the Crowd SAFE void, null and unenforceable.

(b) The Investor agrees to take any and all actions determined in good faith by the Issuer's board of managers to be advisable to reorganize this instrument and any units of Common Interests issued

pursuant to the terms of this instrument into a special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd SAFEs.

(c) Any provision of this instrument may be amended, waived or modified only upon the written consent of either (i) the Issuer and the Investor, or (ii) the Issuer and the majority of the Investors (calculated based on the Purchase Amount of each Investor's Crowd SAFE).

(d) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(e) The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or other distributions or be deemed the holder of Common Interests for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of an equity holder of the Issuer or any right to vote for the election of members of the board of managers or upon any matter submitted to equity holders at any meeting thereof, or to give or withhold consent to any limited liability company action or to receive notice of meetings, or to receive subscription rights or otherwise until units have been issued upon the terms described herein.

(f) Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Issuer's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Issuer may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Issuer's domicile.

(g) In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(h) All securities issued under this instrument may be issued in whole or fractional parts, in the Issuer's sole discretion.

(i) All rights and obligations hereunder will be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction.

(j) Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its

Commercial Rules. The place of arbitration shall be Los Angeles, California. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(k) The parties acknowledge and agree that for United States federal and state income tax purposes this Crowd SAFE is, and at all times has been, intended to be characterized as equity, and more particularly as Common Interests for purposes of Sections 304, 305, 306, 354, 368, 1036 and 1202 of the Internal Revenue Code of 1986, as amended. Accordingly, the parties agree to treat this Crowd SAFE consistent with the foregoing intent for all United States federal and state income tax purposes (including, without limitation, on their respective tax returns or other informational statements).

(l) The Investor agrees any action contemplated by this Crowd SAFE and requested by the Issuer must be completed by the Investor within thirty (30) calendar days of receipt of the relevant notice (whether actual or constructive) to the Investor.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

SKYBOUND HOLDINGS LLC

By:

Name: David Alpert

Title: Chief Executive Officer

Address: 9570 West Pico Boulevard, Los Angeles, California 90035, United States

Email: legalish@skybound.com

INVESTOR:

By:

Name:

EXHIBIT A

Nominee Rider and Waiver

Republic Investment Services LLC (f/k/a NextSeed Services, LLC) (the “**Nominee**”) is hereby designated and appointed to act for and on behalf of the Investor as Investor’s nominee, agent and proxy in all respects under the Crowd SAFE Series 2024 issued by SKYBOUND HOLDINGS LLC (the “**SAFE**”) and any securities which may be issuable to Investor upon conversion of the SAFE (the “**Conversion Securities**” and together with the SAFE, the “**Securities**”). Nominee is expressly authorized to perform such acts, and execute such documents, agreements and instruments, for and on behalf of Investor and in the Investor’s name, reasonably deemed necessary in Nominee’s sole discretion without Investor’s consent to any of the following:

(1) cause, at any time hereinafter, the title to any Security to be held of record by (such holder, the “**Custodian**”) a corporation, partnership, a trust (whether or not the trustees are named) or other organization or by one or more qualified persons as trustees, custodians or any other fiduciary capacity with respect to a single trust, estate or account, in each case, of the Nominee’s sole discretion (“**Custodial Conversion**”) for the benefit of the Investor;

(2) in connection with any conversion of the SAFE into Conversion Securities of the Issuer, execute and deliver to the Issuer all transaction documents related to such transaction or other corporate event causing the conversion of the SAFE into Conversion Securities in accordance therewith; *provided*, that such transaction documents are the same documents to be entered into by all holders of other SAFES of the same class issued by the Issuer that will convert in connection with the Equity Financing, Liquidity Event, Dissolution Event or other corporate event (“**Transactional Conversion**”);

(3) receive all notices and communications on behalf of the Investor from the Issuer concerning any Securities;

(4) vote at any meeting or take action by written consent in lieu of a meeting, or otherwise consent, confirm, approve or waive any rights, as a holder of any Securities, in each case, in all respects thereto (without prior or subsequent notice to the Investor) consistently at the direction of the Chief Executive Officer of Skybound Holdings LLC (the “**Nominee Designee**”); *provided*, the Nominee shall have no obligation to vote or take any other action consistent with the Nominee Designee as to the engagement or termination of the Custodian;

(5) in connection with any Custodial Conversion and/or Transactional Conversion, open an account in the name of the Investor with a Custodian and allow the Custodian to take custody of the Conversion Securities in exchange for a corresponding beneficial interest held by the Investor; *provided* Nominee will take reasonable steps to send notice thereof to the Investor, including by email, using the last known contact information of such Investor;

(6) appoint any person, firm, or corporation to act as its agent or representative for the purpose of performing any function that Nominee is or may be authorized hereunder to perform; and

(7) take any such other and further actions incidental to any of the above.

(the foregoing, collectively, the “**Nominee Services**”). Capitalized but undefined terms used in this Nominee Rider and Waiver shall have the meaning ascribed to them in the Security unless otherwise defined.

The Nominee shall not sell, transfer or assign the beneficial interest in any Security to any third-party without the Investor's written consent. Investor covenants and agrees to take all necessary actions and perform such functions as necessary to ensure Nominee receives prompt and timely responses to enable Nominee to perform Nominee Services.

Neither Nominee nor any of its affiliates nor any of their respective officers, partners, equity holders, members, managers, officers, directors, employees, agents or representatives shall be liable to Investor for any action taken or omitted to be taken by it hereunder, or in connection herewith or therewith, except for damages caused by its or their own recklessness or willful misconduct.

Notwithstanding anything to the contrary, the Nominee may render Nominee Services at its sole option and until the termination hereof, which shall occur upon the earliest of: (1) the SAFE or any Conversion Security is (i) terminated or (ii) registered under the Exchange Act; (2) a Custodial Conversion; (3) the Nominee, the Investor and the Issuer mutually agree to terminate the Nominee Services, and (4) the Nominee provides notice of termination at least 7 days in advance to the Investor and the Issuer. Upon any such termination, the Nominee shall have no further obligations hereunder.

This Nominee Rider and Waiver shall be binding upon the Nominee and the Investor and inure to the benefit of and bind their respective assigns, successors, heirs, executors, beneficiaries, and administrators.

To the extent you provide the Issuer with any personally identifiable information ("PII") in connection with your election to invest in the Securities, the Issuer and its affiliates may share such information with the Nominee, the Custodian, the Intermediary, and the appointed transfer agent for the Securities solely for the purposes of facilitating the offering of the Securities and for each party to provide services with respect to the ownership and administration of the Securities. Investor irrevocably consents to such uses of Investor's PII for these purposes during the Term and Investor acknowledges that the use of such PII is necessary for the Nominee to provide the Nominee Services.

[REMAINDER LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

INVESTOR:

By:

Name:

Date:

NOMINEE:

Republic Investment Services LLC

By:

Name: Antonio Namwong, President

Date:

ISSUER:

Skybound Holdings LLC

By:

Name: David Alpert, Chief Executive Officer

Date:

EXHIBIT C

Video Transcripts

Skybound Reg CF Video Transcript

Have you ever wanted to invest in video games?

:Telltale's The Walking Dead: Definitive Edition:

Now you can invest in a hit IP

:Fortnite Doc Seismic Attacks:

For Skybound's next blockbuster video game franchise

:Fortnite Doc Seismic Attacks:

:Invincible: Guarding the Globe:

:Invincible Presents: Atom Eve:

Set In....

Invincible by Robert Kirkman, Cory Walker, Ryan Ottley

Skybound's ability to turn IP into video games is unmatched

Telltale's The Walking Dead

10/10 Steam

89% Metacritic

333M Net Revenue

3M units sold

:Telltale's The Walking Dead: Definitive Edition:

:Invincible Presents: Atom Eve:

:Fortnite: Rise of the Sequids:

:Invincible: Guarding the Globe:

:Aggretsuko Kawaii Rebellion:

:Invincible Presents: Atom Eve:

Now you can invest in an all new Invincible game experience

For as little as \$100

Invest Now

Doc Seismic Video

INVINCIBLE: Doc Seismic Attacks Official Trailer

Presents

A custom raid for up to 6 players

Soon you will bow before this rubble , quivering at the feet of Doc Seismic

Created in Fortnite

Please Doc Seismic, look alive squad

In the Invincible universe

What exactly do you have a problem with?

It's time to earn those government pay checks.

You dare attempt to resist! Fine.

Hay you, get close to me!

I've expanded my army from the underground all the way to the skies.

INVINCIBLE Doc Seismic Attacks

March 15

Season 2 Trailer

We're not the best superhero team on the planet. We're a family. And like any family, we're all messed up in our own unique way.

:100% Rotten Tomatoes, Golden Tomato Award:

"Better than ever"

"Still soars"

We go around saving lives, while ruining them at the same time.

We will rebuild Mark.

Your people must need your strength.

I'm sure they've got it covered.

Omnipotence! Tremble before my unlimited power.

NO.

Mark I need you to go to space again.

What I just got back from there

I have a shit ton of those squid things coming in hot, but if they get their tentacle things on Earth they'll be pulling our strings forever.

We told you we were too powerful
:laughs:

Eh, I guess we're all fucked

:March 14:

How did a mere moment on Earth send you into a weak, sentimental traitor

Answer me!

Season continues

What's the occasion for such a fine suit

I'm visiting an old friend

It is good to be home

Die fast assholes, my pizza is getting cold

Your family's legacy is beloved

This is over

I've never let anyone ever, ever hurt my family

INVINCIBLE

March 14

EXHIBIT D

Testing the Waters Communications

Apr 5
2024

☆ Investors only

Timely Company Update! Reg CF Invincible Video Game

As promised, I'm back with some exciting Skybound news: we are offering a new Reg CF investment opportunity centered around a visually stunning, high-octane Invincible video game that we've been developing with our 30+ in-house studio team over the last year. It is the Skybound and Invincible game everyone has been waiting for, and I wanted our investors to be the first to know.

You can check out the new offering here: <https://republic.com/skyboundcf>

As with any CF raise, the raise size is significantly smaller than a Reg A+ offering and has limited space to participate, so we strongly encourage you to indicate interest on our new Republic page to ensure that you can invest when we launch the offering!

More investor-only news coming soon.

And don't forget to join us for a live Q&A next Thursday!

https://us02web.zoom.us/webinar/register/WN_wYv2H9D9SfSGESfAH7RbUA

DA

Disclaimer: We are 'testing the waters' to gauge investor interest in an offering under Regulation Crowdfunding. No money or other consideration is being solicited. If sent, it will not be accepted. No offer to buy securities will be accepted. No part of the purchase price will be received until a Form C is filed and only through Republic's platform. Any indication of interest involves no obligation or commitment of any kind. "



David Alpert

Skybound

❤ Liked (24)

 Edit