

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zuffa, LLC		05/15/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85870001		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-892-4000		
Email:	lrizzo@milbank.com		
Correspondent Name:	Milbank Tweed Hadley & McCloy		
Address Line 1:	601 S. Figueroa Street		
Address Line 2:	Suite 3000		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	36784-10600		
NAME OF SUBMITTER:	Chris L. Holm		
Signature:	/Chris L. Holm/		

CH \$40.00 85870001

Date:

06/17/2013

**Total Attachments: 4**

source=Credit Agreement - US Trademarks#page1.tif

source=Credit Agreement - US Trademarks#page2.tif

source=Credit Agreement - US Trademarks#page3.tif

source=Credit Agreement - US Trademarks#page4.tif

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Zuffa, LLC, a Nevada limited liability company (the "Grantor") with principal offices at 2960 West Sahara Avenue Las Vegas, NV, 89102, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at Deutsche Bank Trust Company Americas, 60 Wall Street, New York, New York 10005, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 25, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are

deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern with respect to such conflict.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
15 day of May, 2013.

ZUFFA, LLC, Grantor

By 

Name: Nick O'Hendrick  
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent and Grantee

By 

Name: Mary Kay Coyle  
Title: Managing Director

By 

Name: Michael Getz  
Title: Vice President

**SCHEDULE A**

United States Trademarks

Trademark	Country	Class(es)	Status	App. No.	Reg. No.
Octagon Cage Design - 41	United States of America	41	Pending	85870001	