

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM397951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG		08/18/2016	Corporation:
RECEIVING PARTY DATA			
Name:	ZUFFA, LLC		
Street Address:	2960 W Sahara Avenue		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4491232	UFC FIT	
Registration Number:	4491233	UFC FIT	
Registration Number:	4164152	TRAIN DIFFERENT	
Registration Number:	4587482	UFC	
Registration Number:	4595632	UFC FIT	
Registration Number:	4595633	UFC FIT	
Registration Number:	4595634	UFC FIT	
Registration Number:	4595635	UFC FIT	
Registration Number:	4604271	UFC FIT	
Registration Number:	4604272	UFC FIT	
Serial Number:	86356955		
Serial Number:	86823263	UFC GYM	
Serial Number:	86823280	UFC GYM	
Serial Number:	86864434	DANA WHITE LOOKIN' FOR A FIGHT	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-835-7500		

CH \$365.00 4491232

Email: dcip@milbank.com
Correspondent Name: Edward J. Mayle/Milbank Tweed
Address Line 1: 1850 K Street, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	EDWARD J. MAYLE
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SIGNATURE:	/Edward J. Mayle/
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DATE SIGNED:	09/09/2016
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Total Attachments: 4

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TRADEMARK SECURITY INTEREST RELEASE

This Trademark Security Interest Release (this "Agreement"), dated as of August 18, 2016, is made and entered into by Deutsche Bank AG New York Branch (as successor collateral agent to Deutsche Bank Trust Company Americas (the "Original Collateral Agent")), in its capacity as administrative agent for each of the Secured Parties (in such capacity, the "Grantee"), in favor of Zuffa, LLC a Nevada limited liability company (the "Grantor") with an address as 2960 W. Sahara, Las Vegas, Nevada 89102. Except as otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement (defined below).

A. WHEREAS, the Grantor, Original Collateral Agent, the Lenders and certain other financial institutions entered into that certain Credit Agreement dated as of February 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. WHEREAS, pursuant to the Credit Agreement, the Grantor and the Original Collateral Agent, among others, entered into that certain Security Agreement dated as of February 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and thereafter the Original Collateral Agent and Grantee entered into that certain Assignment of Trademark Security Agreement dated as of April 13, 2016 pursuant to which Original Collateral Agent assigned to the Grantee all of its right, title and interest in, to and under the Security Agreement to the Grantee, including, without limitation, Original Collateral Agent's security interest in, and lien on, the Trademark Collateral (as defined below);

C. WHEREAS, pursuant to (i) the Security Agreement and (ii) the Grant of Security Interest in United States Trademarks entered by the Grantor in favor of the Grantee (the "Trademark Security Agreement"), the Grantor has granted to Grantee a continuing security interest in, and lien on, all of its right, title and interest in, to and under all United States trademarks, trademark registrations and trademark applications, including without limitation, those trademarks, trademark registrations and trademark applications set forth on Schedule I hereto (collectively, the "Trademark Collateral") and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral;

D. WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 13, 2016 at Reel 5770, Frame 0813; and

E. WHEREAS, Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all security interests, liens and encumbrances on or relating to the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Termination and Release.

The Grantee hereby (i) releases, discharges, quit claims and relinquishes unto the Grantor its security interest in and lien on any and all right, title and interest in the Trademark Collateral, and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, and does hereby assign, (ii) assigns to the Grantor any right, title, and interest in the Trademark Collateral that Grantee may possess, and (iii) terminates the Trademark Security Agreements with respect to the Trademark Collateral.

The Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such reasonable operation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Agreement.

The Grantee hereby authorizes and requests that the Commissioner for Trademarks record this Agreement.

2. Miscellaneous.

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Interest Release to be duly executed and delivered as of the date first written above.

DEUTSCHE BANK AG NEW YORK
BRANCH, as Grantee

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: Dusan Lazarov
Name: Dusan Lazarov
Title: Director

Schedule I

SCHEDULE OF TRADEMARKS

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	UFC FIT (logo)	86027590	08/02/2013	4491232	03/04/2014	Zuffa LLC
2.	UFC FIT	86027646	08/02/2013	4491233	03/04/2014	Zuffa LLC
3.	TRAIN DIFFERENT - 41	85455669	10/25/2011	4164152	6/26/2012	Zuffa LLC
4.	UFC - 9	86068415	9/18/2013	4587482	8/19/2014	Zuffa LLC
5.	UFC FIT Stylized - 16	86027570	8/2/2013	4595632	9/2/2014	Zuffa LLC
6.	UFC FIT Stylized- 41	86027613	8/2/2013	4595633	9/2/2014	Zuffa LLC
7.	UFC FIT - 16	86027627	8/2/2013	4595634	9/2/2014	Zuffa LLC
8.	UFC FIT - 41	86027657	8/2/2013	4595635	9/2/2014	Zuffa LLC
9.	UFC FIT Stylized - 41/44	86027620	8/2/2013	4604271	9/16/2014	Zuffa LLC
10.	UFC FIT - 41/44	86027666	8/2/2013	4604272	9/16/2014	Zuffa LLC
11.	Octagon Shape - 41	86356955	8/4/2014	N/A	N/A	Zuffa LLC
12.	UFC GYM & Des. (2015) - 25	86823263	11/17/2015	N/A	N/A	Zuffa LLC
13.	UFC GYM & Des. (2015) - 28	86823280	11/17/2015	N/A	N/A	Zuffa LLC
14.	DANA WHITE LOOKIN' FOR A FIGHT - 41	86864434	1/4/2016	N/A	N/A	Zuffa LLC