

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FanDuel Limited		10/24/2016	Private Limited Company: SCOTLAND
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., in its capacity as administrative agent and collateral agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Company: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4146662	FANDUEL	
Serial Number:	86687932	TURBO	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0014		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	10/24/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of October 24, 2016, is made by FanDuel Limited, a private limited company organized under the laws of Scotland with registration number SC333797 ("FanDuel"), and Fandom Gaming, Inc., a Delaware corporation ("Fandom"), and together with FanDuel, the "Grantors", and each, a "Grantor", in favor of Hercules Capital, Inc., in its capacity as administrative agent and collateral agent for itself and Lender (together with its successors and assigns in such capacity, "Agent").

RECITALS

A. Agent has entered into a transaction with Grantors, Fanduel Inc., a Delaware corporation, numberFire, Inc., a Delaware corporation and Showdown Sports, Inc., a Delaware corporation, pursuant to the Loan Documents as defined in that certain Loan and Security Agreement dated on or about the date hereof (as may be amended from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Agent for its benefit and the benefit of Lender a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations under the Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Secured Obligations under the Loan Agreement, Grantors grant and pledge to Agent for its benefit and the benefit of Lender a security interest in all of Grantors' right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantors now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the broad grant of the security interest set forth in this Section 1, the Intellectual Property Collateral shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the Code).

2. Recordation. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantors hereby authorize Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantors obtain subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

4. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantors shall not assign their obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantors, and all of such rights shall inure to the benefit of Agent’s successors and assigns.

5. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

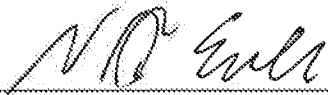
6. Loan and Security Documents. This Agreement, including the security interests granted herein, are entered into in conjunction with and are complementary to the provisions of the Loan Agreement and all other Loan Documents, including without limitation the Scottish Security Documents, and shall not be read to limit or conflict with the provisions of such other documents entered into in connection with the Loan Agreement

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

FANDUEL LIMITED, a private limited company organized under the laws of Scotland



By: Nigel Eccles

Title: Director

FANDOM GAMING, INC., a Delaware corporation



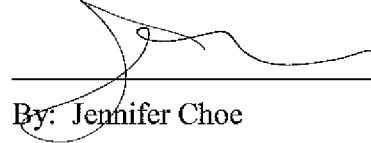
By: Matthew King

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation



By: Jennifer Choe

Title: Assistant General Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005908 FRAME: 0371

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Application Number	Owner
METHOD AND SYSTEM FOR ENCOURAGING A PERSON TO AFFIRMATIVELY ENGAGE IN AN ACTIVITY	US 14/755619	FanDuel Limited

EXHIBIT C

Trademarks

Trademark Applications and Registrations

Trademark	Country	Registration No./ Registration Date	Owner
FANDUEL	United States	Reg. No.: 4146662 Reg. Date: May 22, 2012	FanDuel Limited
TURBO	United States	App. Ser. No.: 86/687,932 App. Date: July 10, 2015	FanDuel Limited
ALPHADRAFT	United States	Reg. No.: 4789725 Reg. Date: August 11, 2015	Fandom Gaming, Inc.

EXHIBIT D

Mask Works

None.