

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRAFTKINGS INC.		10/21/2016	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	PACIFIC WESTERN BANK
<b>Street Address:</b>	406 Blackwell Street
<b>Internal Address:</b>	SUITE 240
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	87172573	DK LIVE
<b>Serial Number:</b>	87172556	DK LIVE
<b>Registration Number:</b>	5007286	DRAFT KINGS
<b>Registration Number:</b>	4767768	D
<b>Registration Number:</b>	4767771	DKTV ON AIR
<b>Registration Number:</b>	4751601	DKTV
<b>Registration Number:</b>	3982520	DRAFTSTREET
<b>Registration Number:</b>	3967570	KOUNTERMOVE
<b>Registration Number:</b>	4161661	KOUNTERMOVE
<b>Registration Number:</b>	4254299	KOUNTERMOVE

## CORRESPONDENCE DATA

Fax Number: 9193541278

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 919-314-3086

Email: diligencereview@square1bank.com

Correspondent Name: PACIFIC WESTERN BANK

Address Line 1: 406 BLACKWELL STREET

TRADEMARK

**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

**NAME OF SUBMITTER:** NICHOLAS NANCE

**SIGNATURE:** /NICHOLAS NANCE-yml/

**DATE SIGNED:** 10/28/2016

**Total Attachments: 6**

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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of October 21, 2016, by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**"), and **DRAFTKINGS INC.**, a Delaware corporation ("**Grantor**"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank, as successor in interest by merger with **SQUARE 1 BANK**, a North Carolina banking corporation, and Grantor dated as of October 11, 2013.

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each party has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**DRAFTKINGS INC.**

125 Summer Street  
Boston, MA 02110

By: 

Name: Jason Robins

Title: Chief Executive Officer

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: 

Name: Ben Pattison

Title: SVP

*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

*DraftKings Inc Amended and Restate IPSA*  
WEST271214229 2  
358756-000634

**TRADEMARK**  
**REEL: 005909 FRAME: 0594**

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
None.		

EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
DRAFT KINGS	4308822	3/26/2013
DRAFTKINGS	4308819	3-26-2013
DRAFTKING	4159735	6-19-2012
DK LIVE	87172573	9/15/2016
DK LIVE	87172556	9/15/2016
DRAFT KINGS	86837981	12/3/2015
D	86419748	10/9/2014
DKTV ON AIR	86419780	10/9/2014
DKTV	86419817	10/9/2014
DRAFTSTREET	85013485	4/14/10
KOUNTERMOVE	77981845	12/18/09
KOUNTERMOVE	77983173	77983173
KOUNTERMOVE	77897260	77983173