

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STATS LLC		07/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4852662	ELEVATE YOUR GAME.	
Registration Number:	4852663	WE ELEVATE YOUR GAME WITH THE SOLUTIONS	
Registration Number:	4763183	STATS FANTASY ADVANTAGE	
Registration Number:	4763181	STATS FANTASY ADVANTAGE	
Registration Number:	4555592	STATS HOSTED SOLUTION	
Registration Number:	3831257	FANTASY ADVANTAGE	
Registration Number:	3923677	VIRTUALVU	
Registration Number:	3655834	GAMEZONE	
Registration Number:	3453847	STATS HOSTED SOLUTION	
Registration Number:	3750781	S	
Registration Number:	3370598	STATS	
Registration Number:	3753362	S	
Registration Number:	3370599	STATS	
Registration Number:	2947642	STATS PASS	
Registration Number:	2799370	X-INFO	
Registration Number:	2843912	STATS X-INFO	
Registration Number:	2377615	DIAMOND LEGENDS	
Serial Number:	87500295	STATS INTELLIGENCE	
Serial Number:	87385643	STATS EDGE	
TRADEMARK			

OP \$665.00 4852662

Property Type	Number	Word Mark
Serial Number:	87385648	SPORTS INTELLIGENCE
Serial Number:	87377796	STATS
Serial Number:	87325846	PASSION. PRECISION. VELOCITY.
Serial Number:	86896489	TRUEODDS
Serial Number:	86871983	RACELENS
Serial Number:	86510631	STATS. WE ELEVATE YOUR GAME WITH THE SOL
Serial Number:	86510628	STATS. ELEVATE YOUR GAME.

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	73896.00235
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	07/13/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of July, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among STATS ACQUISITION, LLC a Delaware limited liability company ("Parent"), STATS LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement dated as of July 13, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the applicable Grantors, or all of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

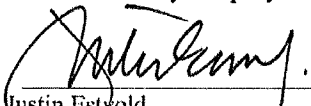
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

STATS LLC,
a Delaware limited liability company

By: 
Name: Justin Estyold
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 

Name: Travis Foster

Title: Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
ELEVATE YOUR GAME.	U.S. Federal	4852662	11/10/2015	Registered	Stats LLC
WE ELEVATE YOUR GAME WITH THE SOLUTIONS TO REVOLUTIONIZE SPORT IN YOUR ARENA.	U.S. Federal	4852663	11/10/2015	Registered	Stats LLC
STATS FANTASY ADVANTAGE	U.S. Federal	4763183	06/30/2015	Registered	Stats LLC
STATS FANTASY ADVANTAGE	U.S. Federal	4763181	06/30/2015	Registered	Stats LLC
STATS HOSTED SOLUTION	U.S. Federal	4555592	06/24/2014	Registered	Stats LLC
FANTASY ADVANTAGE	U.S. Federal	3831257	08/10/2010	Registered	Stats LLC
VIRTUALVU	U.S. Federal	3923677	02/22/2011	Registered	Stats LLC
GAMEZONE	U.S. Federal	3655834	07/14/2009	Registered	Stats LLC
STATS HOSTED SOLUTION	U.S. Federal	3453847	06/24/2008	Registered	Stats LLC
S	U.S. Federal	3750781	02/16/2010	Registered	Stats LLC
STATS	U.S. Federal	3370598	01/15/2008	Registered	Stats LLC
S	U.S. Federal	3753362	02/23/2010	Registered	Stats LLC
STATS	U.S. Federal	3370599	01/15/2008	Registered	Stats LLC
STATS PASS	U.S. Federal	2947642	05/10/2005	Renewed (Registered)	Stats LLC
X-INFO	U.S. Federal	2799370	12/23/2003	Renewed (Registered)	Stats LLC
STATS X-INFO	U.S. Federal	2843912	05/18/2004	Renewed (Registered)	Stats LLC
DIAMOND LEGENDS	U.S. Federal	2377615	08/15/2000	Renewed (Registered)	Stats LLC
VirtualVU	EU trade marks	8314081	12/24/2009	Registration (Registered)	Stats LLC

TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Application Number	Application Date	Status	Applicant
STATS INTELLIGENCE	U.S. Federal	87500295	06/21/2017	Pending Intent to Use	Stats LLC
STATS EDGE	U.S. Federal	87385643	03/25/2017	Pending Intent to Use	Stats LLC
SPORTS INTELLIGENCE	U.S. Federal	87385648	03/25/2017	Pending Intent to Use	Stats LLC
STATS	U.S. Federal	87377796	03/20/2017	Pending	Stats LLC
PASSION. PRECISION. VELOCITY.	U.S. Federal	87325846	02/06/2017	Pending	Stats LLC

Trademark	Jurisdiction	Application Number	Application Date	Status	Applicant
TRUEODDS	U.S. Federal	86896489	02/03/2016	Published (Pending) Intent to Use	Stats LLC
RACELENS	U.S. Federal	86871983	01/11/2016	Published (Pending) Intent to Use	Stats LLC
STATS. WE ELEVATE YOUR GAME WITH THE SOLUTIONS TO REVOLUTIONIZE SPORT IN YOUR ARENA.	U.S. Federal	86510631	01/22/2015	Pending Intent to Use	Stats LLC
STATS. ELEVATE YOUR GAME.	U.S. Federal	86510628	01/22/2015	Pending Intent to Use	Stats LLC
No Design Available	International Register	87385643	03/31/2017	Pending	Stats LLC
No Design Available	International Register	87385648	03/31/2017	Pending	Stats LLC
STATS	International Register	87377796	03/24/2017	Pending	Stats LLC