

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479474

| | | | |
|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CAPITAL SPORTS & ENTERTAINMENT INC. | | 06/22/2018 | Corporation: ONTARIO |
| RECEIVING PARTY DATA | | | |
| Name: | ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT | | |
| Street Address: | 245 Park Avenue, 43rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3100248 | B BINGHAMTON SENATORS | |
| Registration Number: | 3100247 | BINGHAMTON SENATORS | |
| Registration Number: | 1912770 | OTTAWA - SENATORS | |
| Registration Number: | 1816186 | OTTAWA SENATORS | |
| Registration Number: | 1959122 | OTTAWA SENATORS | |
| Registration Number: | 1906587 | OTTAWA-SENATORS | |
| Registration Number: | 2041529 | SENATORS | |
| Registration Number: | 3525172 | | |
| Registration Number: | 3525173 | | |
| Registration Number: | 3528511 | | |
| Registration Number: | 2242808 | | |
| Registration Number: | 2076154 | | |
| 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> | | | |
| Email: | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP | | |

OP \$315.00 3100248

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 040896-0086

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 06/26/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 22, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by and between Capital Sports & Entertainment Inc., an Ontario corporation (the "Grantor"), and Ares Capital Corporation, (the "Agent") for and on behalf of itself and the Lenders.

WITNESSETH:

WHEREAS, the Agent, as administrative agent and collateral agent for the Lenders, and Capital Sports Holdings Inc., as borrower, have entered into a Credit Agreement, dated as of June 22, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor has guaranteed all of the Guaranteed Obligations under and pursuant to the Credit Agreement and the other Loan Documents pursuant to a guarantee dated June 22, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee") given by the Grantor in favor of the Agent;

WHEREAS, in connection with the Credit Agreement, Grantor entered into that certain Grant of Security Interest In Intellectual Property dated as of June 22, 2018 (as amended, modified, restated and/or supplemented from time to time, the "IP Security Agreement") in favor of the Agent;

WHEREAS, under the IP Security Agreement, Grantor has agreed to execute and record this Trademark Security Agreement with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent for the benefit of the Lenders as follows:

SECTION 1. Defined Terms. "Trademarks" means, as to a Person, all of such Person's present and future right, title and interest in and to all trademarks (whether registered or unregistered), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, brands, logos, slogans and any other designs or sources of business identities or general intangibles of a like nature, trade dress, distinguishing guises, prints and labels (on which any of the foregoing may appear), all registrations of and applications to register any of the foregoing, all trademark licences, internet domain names and URLs and any trademark rights of the Persons pertaining to any of the foregoing, together with the goodwill associated therewith, and all of the Persons' cash and non-cash proceeds thereof. Unless otherwise defined herein, all other capitalized terms have the meaning ascribed to them in the IP Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for all of the Obligations, Grantor hereby assigns, mortgages, pledges and grants to the Agent a continuing security interest, effective immediately, in all of the Grantor's right, title and interest in, to and under

all Trademarks, including federal, state and foreign trademark or service mark registrations and/or applications, common law trademarks or service marks, tradenames and domain names, including, without limitation, the trademark registrations and applications, if any, and domain names, if any, listed on Schedule "A" attached hereto and made a part hereof and any and all (a) renewals or extensions thereof, (b) income, royalties, fees, proceeds, payments-in-kind, revenues, claims, damages and payments now and hereafter due and/or payable in connection therewith or otherwise relating to any use or exploitation of the Trademark rights, including, without limitation, damages and payments for past, present or future infringements, dilutions or other violations thereof, (c) rights to sue for past, present or future infringements, dilutions or other violations thereof, and (d) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral"); provided that notwithstanding any other provision set forth in this Section 2, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property, including any "intent-to-use" Trademark application filed in the United States Patent and Trademark Office prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, but only to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under applicable U.S. federal law.

SECTION 3. Security Agreement. The security interest granted to the Agent, pursuant to this Trademark Security Agreement, is granted in conjunction with the security interest granted to the Agent for the Lenders pursuant to the IP Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall control.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Capital Sports & Entertainment Inc.

By: _____
Name: Brian Crombie
Title: Chief Financial Officer

Accepted and Agreed:

Ares Capital Corporation,
as Agent

By: _____
Name: _____
Title:

| |
|--|
| Mitchell Goldstein Authorized Signatory |
|--|

#00168

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Capital Sports & Entertainment Inc.

By: _____

Name: Brian Crombie
Title: Chief Financial Officer

Accepted and Agreed:

Ares Capital Corporation,
as Agent

By: _____




Name:
Title:



#00239





TRADEMARK
REEL: 006364 FRAME: 0099

EXECUTION VERSION
SCHEDULE A to
the Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

| No. | Trademark | Status |
|-----|--|---|
| 1. | B BINGHAMTON SENATORS  | Renewed (Registered) App 78527143 App 04-DEC-2004 Reg 06-JUN-2006 Reg 3100248 |
| 2. | BINGHAMTON SENATORS  | Renewed (Registered) App 78527141 App 04-DEC-2004 Reg 06-JUN-2006 Reg 3100247 |
| 3. | FOREVER FANS FOREVER FANS | Pending Section 44(D) Intent to Use App 86943854 App 17-MAR-2016 |
| 4. | OTTAWA - SENATORS  | Renewed (Registered) App 74203485 App 16-SEP-1991 Reg 15-AUG-1995 Reg 1912770 |

| No. | Trademark | Status |
|-----|---|---|
| 5. | OTTAWA SENATORS | Renewed (Registered) App 74037326 App 12-MAR-1990 Reg 11-JAN-1994 Reg 1816186 |
| 6. | OTTAWA SENATORS | Renewed (Registered) INTENT TO USE APPLICATION Section 44(D) App 74037699 App 12-MAR-1990 Reg 27-FEB-1996 Reg 1959122 |
| 7. | OTTAWA-SENATORS  | Renewed (Registered) App 74203507 App 16-SEP-1991 Reg 18-JUL-1995 Reg 1906587 |
| 8. | SENATORS | Renewed (Registered) App 74038096 App 12-MAR-1990 Reg 04-MAR-1997 Reg 2041529 |
| 9. | <i>Design Only</i>  | Registered App 77225909 App 10-JUL-2007 Reg 28-OCT-2008 Reg 3525172 |

| No. | Trademark | Status |
|-----|---|---|
| 10. | <i>Design Only</i>  | Registered App 77225922 App 10-JUL-2007 Reg 28-OCT-2008 Reg 3525173 |
| 11. | <i>Design Only</i>  | Registered App 77225935 App 10-JUL-2007 Reg 04-NOV-2008 Reg 3528511 |
| 12. | <i>Design Only</i>  | Renewed (Registered) App 75460279 App 01-APR-1998 Reg 04-MAY-1999 Reg 2242808 |
| 13. | <i>Design Only</i>  | Renewed (Registered) App 74660680 App 13-APR-1995 Reg 01-JUL-1997 Reg 2076154 |