

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc., as Agent		07/11/2018	Corporation:
RECEIVING PARTY DATA			
Name:	FanDuel Limited		
Street Address:	Quartermile 1, 15 Lauriston Place		
City:	Edinburgh		
State/Country:	SCOTLAND		
Postal Code:	EH3 9EN		
Entity Type:	Private Limited Company: SCOTLAND		
Name:	Fandom Gaming, Inc.		
Street Address:	300 Park Avenue S, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4146662	FANDUEL	
Registration Number:	5425747	TURBO	
Registration Number:	4789725	ALPHADRAFT	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qluflood@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	49119.018		

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NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	07/12/2018
Total Attachments: 7 source=20180711094927402#page1.tif source=20180711094927402#page2.tif source=20180711094927402#page3.tif source=20180711094927402#page4.tif source=20180711094927402#page5.tif source=20180711094927402#page6.tif source=20180711094927402#page7.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of July 11, 2018, is executed by Hercules Capital, Inc., a Maryland corporation, as administrative agent and collateral agent ("Agent"), in favor of 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 "Debtors", and each, a "Debtor". All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of October 24, 2016 (as amended, the "Security Agreement"), by and between Debtors and Agent, Debtors granted to Agent a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on October 24, 2016, at Reel/Frame 040266/0818 to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 24, 2016, at Reel/Frame 5908/0365 to evidence the security interest granted under the Security Agreement.

D. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 24, 2016, at Reel/Frame 5906/0368 to evidence the security interest granted under the Security Agreement.

E. Agent agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

(a) Agent expressly terminates and releases all of Agent's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) 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");

(ii) 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;

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

(iv) 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");

(v) 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 Debtors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(vi) 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");

(vii) 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;

(viii) 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;

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

(x) 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.

(b) Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Agent authorizes and requests the Patent and Trademark Divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

HERCULES CAPITAL, INC., as Agent

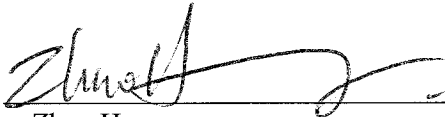
By: 
Name: Zhuo Huang
Title: Associate General Counsel

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
None.			

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
Method and system for encouraging a person to affirmatively engage in an activity	14755619	06/30/2015	FanDuel Limited

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
FANDUEL	4146662	05/22/2012	FanDuel Limited
TURBO	5425747	03/20/2018	FanDuel Limited
ALPHADRAFT	4789725	08/11/2015	Fandom Gaming, Inc.

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
None.			