

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDNET LLC		09/09/2019	Limited Liability Company: DELAWARE
ANTHEM WRESTLING EXHIBITIONS, LLC		09/09/2019	Limited Liability Company: DELAWARE
FIGHT MEDIA INC.		09/09/2019	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	86472934	IMPACT WRESTLING	
Serial Number:	77646883	TNA WRESTLING EPICS	
Serial Number:	77609548	CURRY MAN	
Serial Number:	78473816	AGAINST ALL ODDS	
Serial Number:	78473804	TURNING POINT	
Serial Number:	78570756	HARD JUSTICE	
Serial Number:	78570753	LOCKDOWN	
Serial Number:	78472279	VICTORY ROAD	
Serial Number:	78598050	SLAMMIVERSARY	
Serial Number:	77731983	TNA KNOCKOUTS	
Serial Number:	78611622	NO SURRENDER	
Serial Number:	78632899	SACRIFICE	
Serial Number:	78777245	X DIVISION	
Serial Number:	86978833	IMPACT WRESTLING	
Serial Number:	85245134	IMPACT WRESTLING	
Serial Number:	78702373	GENESIS	

CH \$840.00 86472934

Property Type	Number	Word Mark
Serial Number:	78534100	ABYSS
Serial Number:	78697793	TNA
Serial Number:	78534102	JEFF JARRETT
Serial Number:	78281869	TOTAL NONSTOP ACTION TNA WRESTLING
Serial Number:	78473811	DESTINATION X
Serial Number:	78489787	FINAL RESOLUTION
Serial Number:	78473814	BOUND FOR GLORY
Serial Number:	77402964	CROSS THE LINE
Serial Number:	77109593	IMPACT!
Serial Number:	87791839	60 IS SEXY
Serial Number:	78769587	DEADLINE!
Serial Number:	85076935	GET OUT!
Serial Number:	78608514	GUYS NIGHT IN
Serial Number:	78968171	HDNET
Serial Number:	77228853	INSIDE MMA
Serial Number:	85980375	LIVE LIVE
Serial Number:	86136747	THE WORLD'S GREATEST TRIBUTE BANDS

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	41747/2
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	09/09/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 9, 2019, is executed by the undersigned (each, a “Grantor”) for the benefit of Wilmington Trust, National Association, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of September 9, 2019, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

WHEREAS, pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or extensions thereof and all goodwill associated therewith or symbolized thereby (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any licenses, royalties, income, payments, damages, and proceeds of suit, or any claim by Grantor against third parties for past, present or future infringement or other violation of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the protections, immunities, indemnities, rights and remedies of Administrative Agent

with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflict-of-laws principles.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

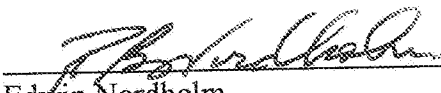
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1; (b) all extensions and renewals of any of the foregoing; and (c) all rights corresponding to any of the foregoing throughout the world.

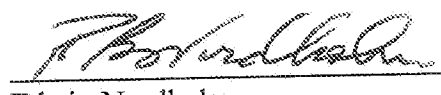
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.


HDNET LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Edwin Nordholm
Title: Secretary and Treasurer

ANTHEM WRESTLING EXHIBITIONS, LLC,
a Delaware limited liability company,
as a Grantor

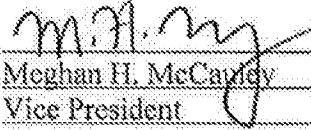
By: 
Name: Edwin Nordholm
Title: Manager

FIGHT MEDIA INC.,
an Ontario corporation,
as a Grantor

By: 
Name: Edwin Nordholm
Title: Secretary

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Meghan H. McCauley
Title: Vice President

[Signature Page to Anthem – Trademark Security Agreement]

TRADEMARK
REEL: 006740 FRAME: 0074

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	Serial No. Reg. No.	Owner
IMPACT WRESTLING & Design	86472934 5317438	Anthem Wrestling Exhibitions LLC
TNA WRESTLING EPICS	77646883 3764972	Anthem Wrestling Exhibitions LLC
CURRY MAN	77609548 3768662	Anthem Wrestling Exhibitions LLC
AGAINST ALL ODDS	78473816 3115159	Anthem Wrestling Exhibitions LLC
TURNING POINT	78473804 3121784	Anthem Wrestling Exhibitions LLC
HARD JUSTICE	78570756 3134285	Anthem Wrestling Exhibitions LLC
LOCKDOWN	78570753 3134284	Anthem Wrestling Exhibitions LLC
VICTORY ROAD	78472279 3134024	Anthem Wrestling Exhibitions LLC
SLAMMIVERSARY	78598050 3164710	Anthem Wrestling Exhibitions LLC
TNA KNOCKOUTS	77731983 3884786	Anthem Wrestling Exhibitions LLC
NO SURRENDER	78611622 3214021	Anthem Wrestling Exhibitions LLC
SACRIFICE	78632899 3283628	Anthem Wrestling Exhibitions LLC
X DIVISION	78777245 3201178	Anthem Wrestling Exhibitions LLC
IMPACT WRESTLING and Design	86978833 4970659	Anthem Wrestling Exhibitions LLC
IMPACT WRESTLING	85245134 4129676	Anthem Wrestling Exhibitions LLC
GENESIS	78702373 3291804	Anthem Wrestling Exhibitions LLC
ABYSS	78534100 3265829	Anthem Wrestling Exhibitions LLC
TNA	78697793 3224115	Anthem Wrestling Exhibitions LLC
JEFF JARRETT	78534102 3269268	Anthem Wrestling Exhibitions LLC
TOTAL NONSTOP ACTION TNA WRESTLING and Design	78281869 3506358	Anthem Wrestling Exhibitions LLC
DESTINATION X	78473811 3319556	Anthem Wrestling Exhibitions LLC
FINAL RESOLUTION	78489787 3146546	Anthem Wrestling Exhibitions LLC
BOUND FOR GLORY	78473814 3047062	Anthem Wrestling Exhibitions LLC
CROSS THE LINE	77402964 3719279	Anthem Wrestling Exhibitions LLC
IMPACT!	77109593 3285428	Anthem Wrestling Exhibitions LLC

Mark	Serial No. Reg. No.	Owner
60 IS SEXY	87791839	HDNet LLC
DEADLINE!	78769587 3207969	HDNet LLC
GET OUT!	85076935 3890359	HDNet LLC
GUYS NIGHT IN	78608514 3,179,476	HDNet LLC
HDNET	78968171 3,324,679	HDNet LLC
INSIDE MMA	77228853 3,614,410	HDNet LLC
LIVE LIVE	85980375 4,468,080	HDNet LLC
THE WORLD'S GREATEST TRIBUTE BANDS	86136747 4,545,484	HDNet LLC