

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIAMI HEAT LIMITED PARTNERSHIP		06/30/2020	Limited Partnership: FLORIDA
601 ANALYTICS LLC		06/30/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 South Dearborn		
Internal Address:	Floor 16		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2934744	MIAMI HEAT	
Registration Number:	3728300	MH	
Registration Number:	3728297	MH	
Registration Number:	3728294	MH	
Registration Number:	3728296	MH	
Registration Number:	3731132	MH	
Registration Number:	2606920	MIAMI HEAT	
Registration Number:	2606919	MIAMI HEAT	
Registration Number:	2575672	MIAMI HEAT	
Registration Number:	2199708	MIAMI HEAT	
Registration Number:	1982703	MIAMI HEAT	
Registration Number:	1987199	MIAMI HEAT	
Registration Number:	1771918	MIAMI HEAT	
Registration Number:	2524977	THE HEAT GROUP	
Registration Number:	1485606	THE HEAT	
Registration Number:	1485605	MIAMI HEAT	

OP \$865.00 2934744

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2179772	MIAMI HEAT
Registration Number:	2151548	MIAMI HEAT
Registration Number:	1962650	
Registration Number:	5901282	HEAT
Registration Number:	3646911	15 STRONG
Registration Number:	4172264	BANANA MAN
Registration Number:	4930153	HEATLIFER
Registration Number:	5146232	COURT CULTURE
Registration Number:	5146230	COURT CULTURE
Registration Number:	5146238	
Serial Number:	88079870	MIAMI
Serial Number:	88856792	MIAMI
Serial Number:	87717410	MH HEATCHECK GAMING
Serial Number:	87717731	MH HEATCHECK GAMING
Serial Number:	87717760	MH HEATCHECK GAMING
Serial Number:	87717812	MH HEATCHECK GAMING
Serial Number:	88929518	601 ANALYTICS
Serial Number:	88945758	601 ANALYTICS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1237312 TM A
NAME OF SUBMITTER:	Mackenzie Korf
SIGNATURE:	/Mackenzie Korf/
DATE SIGNED:	06/30/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2020, among MIAMI HEAT LIMITED PARTNERSHIP (the “Borrower”), 601 ANALYTICS LLC (“601 Analytics” and, together with the Borrower, the “Grantors”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the “Collateral Agent”).

Reference is made to (a) the Security Agreement dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Borrower and the Collateral Agent, and (b) the Subsidiary Security Joinder Agreement dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Joinder Agreement”), among 601 Analytics, the other Subsidiaries of the Borrower party thereto and the Collateral Agent. The Purchaser has agreed to extend Advances to the Borrower subject to the terms and conditions set forth in the Note Purchase Agreement dated as of May 5, 2003, as amended and restated by the Fourth Amendment and Restatement Agreement dated as of April 2, 2015, and as amended by the First Amendment dated as of October 4, 2018 (as further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”). The obligation of the Purchaser to extend such Advances is conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Purchaser to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement or Security Joinder Agreement, as applicable, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State

of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement and the Security Joinder Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement and the Security Joinder Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, on the one hand, and the Security Agreement or the Security Joinder Agreement, on the other hand, the terms of the Security Agreement or Security Joinder Agreement, as applicable, shall govern.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MIAMI HEAT LIMITED PARTNERSHIP, a
Florida limited partnership

By: FBA II, INC., its general partner

By: _____
Name: Samuel D. Schulman
Title: Vice President

601 ANALYTICS LLC, a Florida limited liability
company

By: _____
Name: Samuel D. Schulman
Title: Vice President

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MIAMI HEAT LIMITED PARTNERSHIP, a
Florida limited partnership

By: FBA II, INC., its general partner

By: _____
Name: Samuel D. Schulman
Title: Vice President

601 ANALYTICS LLC, a Florida limited
liability company

By: _____
Name: Samuel D. Schulman
Title: Vice President


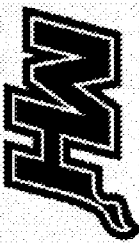

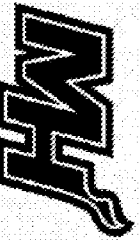

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

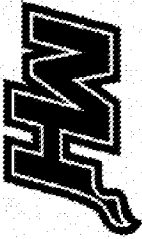




By: 






Name: Joon Hur
Title: Executive Director



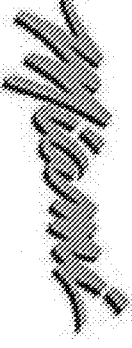




SCHEDULE I





TRADEMARKS OWNED BY MIAMI HEAT LIMITED PARTNERSHIP

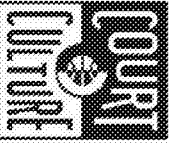

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
1.	 MIAMI HEAT logo	9	78278129	2934744	Jul. 24, 2003	Mar. 22, 2005
2.	 MH logo	35	77747603	3728300	May 29, 2009	Dec. 22, 2009
3.	 MH logo	28	77747574	3728297	May 29, 2009	Dec. 22, 2009
4.	 MH logo	16	77747539	3728294	May 29, 2009	Dec. 22, 2009
5.	 MH logo	25	77747564	3728296	May 29, 2009	Dec. 22, 2009

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
6.	 MH logo	41	77747613	3731132	May 29, 2009	Dec. 29, 2009
7.	 MIAMI HEAT logo	35	76176116	2606920	Dec. 04, 2000	Aug. 13, 2002
8.	 MIAMI HEAT logo	38	76176114	2606919	Dec. 04, 2000	Aug. 13, 2002
9.	 MIAMI HEAT logo	42	76176117	2575672	Dec. 04, 2000	Jun. 04, 2002
10.	 MIAMI HEAT logo	18	75340930	2199708	Aug. 14, 1997	Oct. 27, 1998

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
11.	 MIAMI HEAT logo	28	74716652	1982703	Aug. 17, 1995	Jun. 25, 1996
12.	 MIAMI HEAT logo	16	74716653	1987199	Aug. 17, 1995	Jul. 16, 1996
13.	 MIAMI HEAT logo	41	74179827	1771918	Jun. 26, 1991	May 18, 1993
14.	 MIAMI HEAT logo	41	76228161	2524977	19 Mar 2001	01 Jan 2002
15.	 THE HEAT	41	73664020	1485606	01 Jun 1987	19 Apr 1988
16.	MIAMI HEAT	41	73664015	1485605	Jun. 01, 1987	Apr. 19, 1988
17.	MIAMI HEAT	25	73678053	2179772	Aug. 12, 1987	Aug. 11, 1998
18.	MIAMI HEAT logo	25	73812292	2151548	Jul. 13, 1989	Apr. 21, 1998

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
19.	 Flame, Hoop and Ball Design (Miami Heat Primary Icon 1988 - Present)	25	74447935	1962650	18 Oct 1993	19 Mar 1996
20.	 MIAMI (Stylized) (Miami Heat City Edition Uniform Mark 2017-18) (Color)	25	88079870	NA	15 Aug 2018	NA
21.	 MIAMI (Stylized) (Miami Heat City Edition Uniform Mark 2017-20)	25	88856792	NA	01 Apr 2020	NA
22.	 HEAT (Stylized) (Miami Heat Uniform Mark 1999 - Present)	25	88328082	5901282	06 Mar 2019	05 Nov 2019
23.	 15 STRONG	25	77626866	3646911	04 Dec 2008	30 Jun 2009
24.	 BANANA MAN (Block Letters - Miami Heat Mascot)	41	85132263	4172264	17 Sep 2010	10 Jul 2012
25.	 HEATLIFER	25	86366952	4930153	14 Aug 2014	05 Apr 2016

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
26.	 MH HEATCHECK GAMING logo	9	87717410	NA	Dec. 12, 2017	NA
27.	 MH HEATCHECK GAMING logo	25	87717731	NA	Dec. 12, 2017	NA
28.	 MH HEATCHECK GAMING logo	38	87717760	NA	Dec. 12, 2017	NA
29.	 MH HEATCHECK GAMING logo	41	87717812	NA	Dec. 12, 2017	NA
30.	 COURT CULTURE	25	87103882	5146232	Jul. 14, 2016	Feb. 21, 2017

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
31.	 COURT CULTURE logo	25	87103862	5146230	Jul. 14, 2016	Feb. 21, 2017
32.	 COURT CULTURE logo	25	87103975	5146238	Jul. 14, 2016	Feb. 21, 2017

TRADEMARKS OWNED BY 601 ANALYTICS LLC

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
1.	601 ANALYTICS	42	88929518	NA	May 22, 2020	NA
2.	601 ANALYTICS	35	88945758	NA	June 3, 2020	NA