

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MMAX INVESTMENT PARTNERS, INC. (D/B/A PROFESSIONAL FIGHTERS LEAGUE)		01/19/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	88120159	CAGENOMICS
Registration Number:	5733937	
Registration Number:	5666532	DECAGON
Serial Number:	90072108	FIGHT CENTRAL
Registration Number:	5552230	PFL
Registration Number:	5666559	PFL
Serial Number:	87385325	PFL PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	5915268	PFL PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	5735406	PFL PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	6037631	PFL PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	5719306	PFL PROFESSIONAL FIGHTERS LEAGUE
Serial Number:	90129096	PREP POINT
Registration Number:	5537599	PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	5759220	PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	5710387	PROFESSIONAL FIGHTERS LEAGUE
Registration Number:	5753509	PROFESSIONAL FIGHTERS LEAGUE

CH \$640.00 88120159

Property Type	Number	Word Mark
Serial Number:	88246171	SMARTCAGE
Serial Number:	88246175	SMARTCAGE
Registration Number:	6096995	WHAT DO YOU FIGHT FOR?
Registration Number:	5666834	WHAT DO YOU FIGHT FOR?
Registration Number:	4361886	WORLD SERIES OF FIGHTING
Registration Number:	5239599	WORLD SERIES OF FIGHTING W
Registration Number:	5157880	WHO DO YOU FIGHT FOR?
Registration Number:	5800593	WSOF
Registration Number:	4640738	WSOF

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11668.479
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/19/2021

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of January 19, 2021 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and ARES CAPITAL CORPORATION, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of January 19, 2021 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among MMAX Investment Partners, Inc. (d/b/a Professional Fighters League), a Delaware corporation (the “**Borrower**”), each of the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto, as Lenders, and Administrative Agent, Lenders have agreed to make Loans to the Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of January 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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 Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement 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. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent within fifteen (15) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule

1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. **SUCCESSORS IN INTEREST.** This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. **COUNTERPARTS; INTEGRATION.** This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. **GOVERNING LAW.** **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN**

ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. MISCELLANEOUS. The terms and provisions of Article 9 (Expenses and Indemnity), Sections 12.1 (Survival), 12.2 (No Waivers), 12.3 (Notices), 12.4 (Severability), 12.5 (Amendments and Waivers), 12.7 (Headings), 12.10 (SUBMISSION TO JURISDICTION), 12.11 (WAIVER OF JURY TRIAL), and 12.15 (No Strict Construction) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, mutatis mutandis, as if fully set forth herein, and the parties hereto agree to such terms.

11. Financing Document. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signature pages follow]

IN WITNESS WHEREOF, each 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.

GRANTORS:

**MMAX INVESTMENT PARTNERS, INC.
(D/B/A PROFESSIONAL FIGHTERS
LEAGUE),**

as a Grantor

By: 

Name: Jim Bramson

Title: General Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007164 FRAME: 0552**



ACCEPTED AND ACKNOWLEDGED:






ARES CAPITAL CORPORATION,
as Administrative Agent




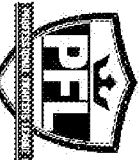



By: 
Name: Scott Lem
Title: Authorized Signatory





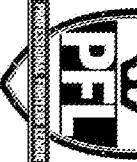

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

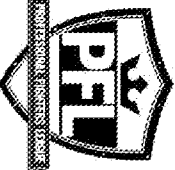




REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	IMAG	COUNTRY	APPLICANT	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
CAGENOMICS		United States of America	MIMAX Investment Partners Inc.	88120159	17-Sep-18			Allowed
Crown Logo		United States of America	MIMAX Investment Partners Inc.	88135147	27-Sep-18	5733937	23-Apr-19	Registered
DECAAGON		United States of America	MIMAX Investment Partners Inc.	87977417	12-Jul-17	5666532	29-Jan-19	Registered
FIGHT CENTRAL		United States of America	MIMAX Investment Partners Inc.	90072108	24-Jul-20			Pending
PFL		European Union	MIMAX Investment Partners Inc.	017022518	25-Jul-17	017022518	26-Dec-17	Registered
PFL		United Kingdom	MIMAX Investment Partners Inc.	UK00003247690	2-Aug-17	UK00003247690	2-Aug-17	Registered
PFL		United States of America	MIMAX Investment Partners Inc.	87581522	24-Aug-17	5552230	28-Aug-18	Registered
PFL & Crown Design		United States of America	MIMAX Investment Partners Inc.	88000899	14-Jun-18	5666559	29-Jan-19	Registered

PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Argentina	MIMAX Investment Partners Inc.	3739854	4-Sep-18			Pending
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Argentina	MIMAX Investment Partners Inc.	3739856	4-Sep-18	3014448	12-Sep-19	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Australia	MIMAX Investment Partners Inc.	1951134	27-Aug-18	1951134	27-Aug-18	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Brazil	MIMAX Investment Partners Inc.	915940795	21-Sep-18	915940795	20-Aug-19	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Brazil	MIMAX Investment Partners Inc.	915940868	21-Sep-18			Published



PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Canada	MMAX Investment Partners Inc.	1917027	28-Aug-18			Pending
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		China	MMAX Investment Partners Inc.	33747007	27-Sep-18	33747007	7-Jan-20	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		China	MMAX Investment Partners Inc.	42972734	11-Dec-19			Pending
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		European Union	MMAX Investment Partners Inc.	017022468	25-Jul-17	017022468	26-Dec-17	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		European Union	MMAX Investment Partners Inc.	017738147	26-Jan-18	017738147	28-Sep-18	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		India	MMAX Investment Partners Inc.	3953042	22-Sep-18			Pending
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		India	MMAX Investment Partners Inc.	4497981	8-May-20			Pending


PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Japan	M/MAX Investment Partners Inc.	2018108312	28-Aug-18	6215712	14-Jan-20	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Mexico	M/MAX Investment Partners Inc.	2095337	3-Sep-18			Pending
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Mexico	M/MAX Investment Partners Inc.	2095339	3-Sep-18	1952272	26-Nov-18	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		Russian Federation	M/MAX Investment Partners Inc.	2018737182	29-Aug-18	705970	28-Mar-19	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United Kingdom	M/MAX Investment Partners Inc.	UK00003247684	2-Aug-17	UK00003247684	29-Dec-17	Registered
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United Kingdom	M/MAX Investment Partners Inc.	3285507	26-Jan-18	UK00003285507	27-Apr-18	Registered

PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United States of America	MIMAX Investment Partners Inc.	87385325	24-Mar-17				Allowed
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United States of America	MIMAX Investment Partners Inc.	87385335	24-Mar-17	5915268	19-Nov-19	Registered	
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United States of America	MIMAX Investment Partners Inc.	87980227	31-Jan-18	5735406	23-Apr-19	Registered	
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United States of America	MIMAX Investment Partners Inc.	87778284	31-Jan-18	6037631	21-Apr-20	Registered	
PFL PROFESSIONAL FIGHTERS LEAGUE Logo		United States of America	MIMAX Investment Partners Inc.	87778287	31-Jan-18	5719306	9-Apr-19	Registered	
PREP POINT		United States of America	MIMAX Investment Partners Inc.	90129096	21-Aug-20			Pending	

PROFESSIONAL FIGHTERS LEAGUE		European Union	MMAX Investment Partners Inc.	017022443	25-Jul-17	017022443	13-Aug-19	Registered
PROFESSIONAL FIGHTERS LEAGUE		United Kingdom	MMAX Investment Partners Inc.	UK00003247686	2-Aug-17	UK00003247686	29-Dec-17	Registered
PROFESSIONAL FIGHTERS LEAGUE		United States of America	MMAX Investment Partners Inc.	87977134	24-Mar-17	5537599	7-Aug-18	Registered
PROFESSIONAL FIGHTERS LEAGUE		United States of America	MMAX Investment Partners Inc.	87980324	24-Mar-17	5759220	21-May-19	Registered
PROFESSIONAL FIGHTERS LEAGUE		United States of America	MMAX Investment Partners Inc.	87385343	24-Mar-17	5710387	26-Mar-19	Registered
PROFESSIONAL FIGHTERS LEAGUE		United States of America	MMAX Investment Partners Inc.	87385346	24-Mar-17	5753509	14-May-19	Registered
SMARTCAGE		United States of America	MMAX Investment Partners Inc.	88246171	31-Dec-18			Allowed

SMARTCAGE		United States of America	MMAX Investment Partners Inc.	88246175	31-Dec-18			Allowed
WHAT DO YOU FIGHT FOR?		United States of America	MMAX Investment Partners Inc.	88002513	15-Jun-18	6096995	7-Jul-20	Registered
WHAT DO YOU FIGHT FOR?		United States of America	MMAX Investment Partners Inc.	88118644	15-Sep-18	5666834	29-Jan-19	Registered
WHO DO YOU FIGHT FOR?		United States of America	MMAX Investment Partners Inc.	86981513	20-Aug-15	5157880	7-Mar-17	Registered
WORLD SERIES OF FIGHTING		Japan	MMAWC, LLC	2015088137	11-Sep-15	5858151	10-Jun-16	Registered
WORLD SERIES OF FIGHTING		Mexico	MMAWC, LLC	1659475	22-Sep-15	1597768	9-Dec-15	Registered
WORLD SERIES OF FIGHTING		Mexico	MMAWC, LLC	1659480	22-Sep-15	1608792	28-Jan-16	Registered

WORLD SERIES OF FIGHTING		United States of America	MMAX Investment Partners Inc.	85410102	29-Aug-11	4361886	2-Jul-13	Registered
WORLD SERIES OF FIGHTING W Logo		United States of America	MMAX Investment Partners Inc.	87059631	3-Jun-16	5239599	11-Jul-17	Registered
WSOF		China	MMAWC, LLC	18538493	8-Dec-15	18538493	14-Jan-17	Registered
WSOF		Japan	MMAWC, LLC	2015088135	11-Sep-15	5858150	10-Jun-16	Registered
WSOF		Mexico	MMAWC, LLC	1659483	22-Sep-15	1597769	9-Dec-15	Registered
WSOF		Mexico	MMAWC, LLC	1659485	22-Sep-15	1603016	13-Jan-16	Registered

WSOF		United States of America	MMAX Investment Partners Inc.	86765024	22-Sep-15	5800593	9-Jul-19	Registered
WSOF JAPAN		Japan	MMAWC, LLC	2013087143	7-Nov-13	5663168	11-Apr-14	Registered
WSOF Stylized		United States of America	MMAX Investment Partners Inc.	86245391	8-Apr-14	4640738	18-Nov-14	Registered

LICENSES

None.

TRADEMARK

REEL: 007164 FRAME: 0562

RECORDED: 01/19/2021