

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Creations LLC		02/04/2021	Limited Liability Company: DELAWARE
Sports Fanatics LLC		02/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CoVenture - Vantage Credit Opportunities GP, LLC		
Street Address:	600 Madison Avenue, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6090846	POWERME	
Registration Number:	5555051	POWERLIX	
Serial Number:	90022466	LANGOV	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.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:	1324466 TM		
NAME OF SUBMITTER:	Neil ODonnell		
SIGNATURE:	/Neil ODonnell/		
DATE SIGNED:	02/05/2021		

OP \$90.00 6090846

Total Attachments: 5

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EXECUTION VERSION**SECURITY INTEREST IN TRADEMARKS**

This SECURITY INTEREST IN TRADEMARKS, dated as of February 4, 2021 (as amended, supplemented or otherwise modified from time to time, this “Agreement”), is made by each of Active Creations LLC, a Delaware limited liability company (“Active Creations”), and Sports Fanatics LLC, a Delaware limited liability company (“Sports Fanatics” and, together with Active Creations, “Grantors”, and each a “Grantor”) in favor of CoVenture – Vantage Credit Opportunities GP, LLC, as deal agent (in such capacity, the “Deal Agent”) for benefit of the Secured Parties (as defined in the Loan and Servicing Agreement referred to below).

A. Vantage Borrower SPV I LLC, as borrower (the “Borrower”), has entered into that certain Amended and Restated Loan and Servicing Agreement, dated as of December 11, 2020 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the “Loan and Servicing Agreement”) by and among the Borrower, Vantage Inc., as originator and servicer, the lenders from time to time party thereto (the “Lenders”) and the Deal Agent, as deal agent, Active Creations has entered into that certain Joinder Agreement, dated as of February 4, 2021 (the “Active Creations Joinder Agreement”), among Active Creations, the Borrower and the Deal Agent, and Sports Fanatics has entered into that certain Joinder Agreement, dated as of February 4, 2021 (the “Sports Fanatics Joinder Agreement” and, together with the Active Creations Joinder Agreement, the “Joinder Agreements”), among Sports Fanatics, the Borrower and the Deal Agent.

B. Under the terms of the Joinder Agreements and Loan and Servicing Agreement, each Grantor has granted and pledged to the Deal Agent, for the benefit of the Deal Agent and the other Secured Parties (as defined in the Loan and Servicing Agreement), a continuing security interest in certain Collateral (as defined in the Loan and Servicing Agreement), including without limitation certain Intellectual Property (as defined in the Loan and Servicing Agreement) of such Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants and pledges to the Deal Agent, for the benefit of the Deal Agent and the other Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in the following property, 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, and wherever located or deemed located (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Aggregate Unpaid (as defined in the Loan and Servicing Agreement): (a) all United States trademarks, service marks and certification marks, rights and interests in trademarks, service marks, certification marks, trade names, trade styles, trade dress, service marks, logos, company names, fictitious business names and other similar source identifiers, whether registered or unregistered, all registrations thereof, and all applications in connection therewith anywhere in the world,

including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill symbolized thereby) throughout the world; provided, that (i) the security interests granted herein shall not extend to, and the term “IP Collateral” shall not include any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of such Grantor’s intent-to-use such trademark or service mark unless and until evidence of use thereof has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Deal Agent and when the Deal Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan and Servicing Agreement. The grant of the security interest hereunder to, and the rights and remedies of, the Deal Agent with respect to the IP Collateral are more fully set forth in the Loan and Servicing Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Loan and Servicing Agreement, the provisions of the Loan and Servicing Agreement shall govern.

SECTION 6. Release. Upon termination of the Loan and Servicing Agreement and the security interests granted thereunder, the IP Collateral shall immediately and automatically be released from the liens created hereby, and this Agreement and all obligations of the Deal Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the applicable Grantor. At the request and sole expense of any Grantor following any such termination, the Deal Agent shall deliver to such Grantor any IP Collateral held by the Deal Agent

hereunder and execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to such Grantor and the Deal Agent) as such Grantor may reasonably request to evidence such termination.

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IN WITNESS WHEREOF, each of the undersigned has caused this Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

ACTIVE CREATIONS LLC,
as Grantor

By: *Raunak Nirmal*

Name: Raunak Nirmal
Title: Authorized Signatory

SPORTS FANATICS LLC,
as Grantor

By: *Raunak Nirmal*

Name: Raunak Nirmal
Title: Authorized Signatory

Acknowledged and agreed to by:

**COVENTURE - VANTAGE CREDIT
OPPORTUNITIES GP, LLC,**
as Deal Agent

By: *Marc Porzeczanski*

Name: Marc Porzeczanski
Title: Authorized Signatory

Schedule 1

Trademark	Owner	Registration Number	File Date	Registration Date
POWERME	Active Creations LLC	6,090,846	12/10/2019	06/30/2020
POWERLIX	Active Creations LLC	5,555,051	01/30/2018	09/04/2018
LANGOV	Sports Fanatics LLC	Pending registration; Serial no. 90022466	06/26/2020	N/A