

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL SPORTS & ENTERTAINMENT INC.		06/23/2021	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	ARES AGENT SERVICES, L.P., AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	245 PARK AVENUE, FLOOR 43		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3525172		
Registration Number:	3525173		
Registration Number:	3100247	BINGHAMTON SENATORS	
Registration Number:	3100248	B BINGHAMTON SENATORS	
Registration Number:	2242808		
Registration Number:	2076154		
Registration Number:	1912770	OTTAWA - SENATORS	
Registration Number:	1816186	OTTAWA SENATORS	
Registration Number:	1959122	OTTAWA SENATORS	
Registration Number:	2041529	SENATORS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		

OP \$265.00 3525172

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 040896-86

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 06/23/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by and between Capital Sports & Entertainment Inc., an Ontario corporation (the "Grantor"), and Ares Agent Services, L.P., (the "Agent") for and on behalf of itself and the Lenders.

WITNESSETH:

WHEREAS, the Agent, as administrative agent and collateral agent for the Lenders, and Capital Sports Holdings Inc., as borrower, have entered into a Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor has guaranteed all of the Guaranteed Obligations (as defined in the Guarantee, defined below) under and pursuant to the Credit Agreement and the other Loan Documents pursuant to a guarantee dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee") given by the Grantor in favor of the Agent;

WHEREAS, in connection with the Credit Agreement, Grantor entered into that certain Grant of Security Interest In Intellectual Property dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "IP Security Agreement") in favor of the Agent;

WHEREAS, under the IP Security Agreement, Grantor has agreed to execute and record this Trademark Security Agreement with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent for the benefit of the Lenders as follows:

SECTION 1. Defined Terms. "Trademarks" means, as to a Person, all of such Person's present and future right, title and interest in and to all trademarks (whether registered or unregistered), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, brands, logos, slogans and any other designs or sources of business identities or general intangibles of a like nature, trade dress, distinguishing guises, prints and labels (on which any of the foregoing may appear), all registrations of and applications to register any of the foregoing, all trademark licences, internet domain names and URLs and any trademark rights of the Persons pertaining to any of the foregoing, together with the goodwill associated therewith, and all of the Persons' cash and non-cash proceeds thereof. Unless otherwise defined herein, all other capitalized terms have the meaning ascribed to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for all of the Obligations (as defined in the IP Security Agreement), Grantor hereby assigns, mortgages, pledges and grants to the Agent a continuing security interest, effective immediately, in all of the Grantor's right, title and interest in, to and under all Trademarks, including federal, state and foreign trademark or service mark registrations and/or applications, common law trademarks or service marks, tradenames and domain names, including, without limitation, the trademark registrations and applications, if any, and domain names, if any, listed on Schedule "A" attached hereto and made a part hereof and any and all (a) renewals or extensions thereof, (b) income, royalties, fees, proceeds, payments-in-kind, revenues, claims, damages and payments now and hereafter due and/or payable in connection therewith or otherwise relating to any use or exploitation of the Trademark rights, including, without limitation, damages and payments for past, present or future infringements, dilutions or other violations thereof, (c) rights to sue for past, present or future infringements, dilutions or other violations thereof, and (d) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral"); provided that notwithstanding any other provision set forth in this Section 2, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property (as defined in the IP Security Agreement), including any "intent-to-use" Trademark application filed in the United States Patent and Trademark Office prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, but only to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under applicable U.S. federal law.

SECTION 3. Security Agreement. The security interest granted to the Agent, pursuant to this Trademark Security Agreement, is granted in conjunction with the security interest granted to the Agent for the Lenders pursuant to the IP Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall control.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate

counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic transmission, including by portable document format (“pdf”), by tagged image format files (“TIFF”) or by other electronic means, shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby (including without limitation amendments or waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the Electronic Commerce Act, 2000 (Ontario) or any other similar laws.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined under the First Lien/Second Lien Intercreditor Agreement) pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Ares Capital Corporation, as administrative agent and collateral agent, pursuant to or in connection with the Credit Agreement dated as of June 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Borrower, the lenders from time to time party thereto and Ares Capital Corporation, as administrative agent and collateral agent, and the other parties thereto (the “First Lien Credit Agreement”), and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among Ares Capital Corporation, as First Lien Agent (as defined therein), Ares Agent Services, L.P., as Second Lien Agent (as defined therein), the Borrower and certain of its affiliated entities party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, 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.

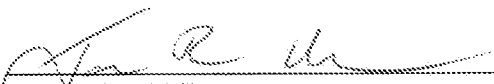
Capital Sports & Entertainment Inc.

By: 

Name: Gregg Olson
Title: Chief Financial Officer

Accepted and Agreed:



Ares Agent Services, L.P.,
as Agent




By: 
Name: Jim Miller
Title: Authorized Signatory



SCHEDULE A to
the Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
1	Design Only 	U.S. Federal	RENEWED (REGISTERED) Intent to Use - Filed USE APPLICATION - CURRENT	77225909 7/10/2007	3525172 10/28/2008	CAPITAL SPORTS & ENTERTAINMENT INC.
2	Design Only 	U.S. Federal	RENEWED (REGISTERED) Intent to Use - Filed USE APPLICATION - CURRENT	77225922 7/10/2007	3525173 10/28/2008	CAPITAL SPORTS & ENTERTAINMENT INC.

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
3	BINGHAMTON SENATORS 	U.S. Federal	RENEWED (REGISTERED) FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	78527141 12/4/2004	3100247 6/6/2006	CAPITAL SPORTS & ENTERTAINMENT INC.
4	B BINGHAMTON SENATORS 	U.S. Federal	RENEWED (REGISTERED) FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	78527143 12/4/2004	3100248 6/6/2006	CAPITAL SPORTS & ENTERTAINMENT INC.
5	Design Only 	U.S. Federal	RENEWED (REGISTERED) FILED AS USE APPLICATION USE APPLICATION - CURRENT	75460279 4/1/1998	2242808 5/4/1999	CAPITAL SPORTS & ENTERTAINMENT INC.
6	Design Only	U.S. Federal	RENEWED (REGISTERED) Intent to Use - Filed USE APPLICATION - CURRENT	74660680 4/13/1995	2076154 7/1/1997	CAPITAL SPORTS & ENTERTAINMENT INC.

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
						
7	OTTAWA - SENATORS 	U.S. Federal	RENEWED (REGISTERED) Intent to Use - Filed USE APPLICATION - CURRENT	74203485 9/16/1991	1912770 8/15/1995	CAPITAL SPORTS & ENTERTAINMENT INC.
8	OTTAWA SENATORS	U.S. Federal	RENEWED (REGISTERED) FILED AS USE APPLICATION USE APPLICATION - CURRENT	74037326 3/12/1990	1816186 1/11/1994	CAPITAL SPORTS & ENTERTAINMENT INC.

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
9	OTTAWA SENATORS	U.S. Federal	RENEWED (REGISTERED) Section 44(D) Intent to Use - Filed USE APPLICATION - CURRENT Section 44(d) Filed Section 44(d) Currently	74037699 3/12/1990	1959122 2/27/1996	CAPITAL SPORTS & ENTERTAINMENT INC
10	SENATORS	U.S. Federal	RENEWED (REGISTERED) FILED AS USE APPLICATION USE APPLICATION - CURRENT Section 44(e) Filed Section 44(e) Currently	74038096 3/12/1990	2041529 3/4/1997	CAPITAL SPORTS & ENTERTAINMENT INC.