

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
City Football Group Limited		07/21/2021	Company: UNITED KINGDOM
Manchester City Football Club Limited		07/21/2021	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4765145	CITYZENS	
<b>Registration Number:</b>	5854733	MANCHESTER CITY 1894	
<b>Registration Number:</b>	5263681	MANCHESTER CITY 1894	
<b>Registration Number:</b>	5279104	MANCHESTER CITY F.C.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	07/21/2021		
<b>Total Attachments: 6</b>			

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TRADEMARK SECURITY AGREEMENT dated as of July 21, 2021 (this “Agreement”), among CITY FOOTBALL GROUP LIMITED and MANCHESTER CITY FOOTBALL GROUP LIMITED (each a “Charging Company” and together, the “Charging Companies”) and BARCLAYS BANK PLC, as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 21, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among inter alia City Football Group Limited, a limited liability company under the laws of England and Wales, as Parent, City Football Group USA, LLC, a Delaware limited liability company (“CFG USA”), the City Football Group USA Finco, LLC, a Delaware limited liability company (the “US Co-Borrower”), the other Borrowers from time to time party thereto, the Lenders from time to time party thereto, Barclays Bank PLC, as Term Facility Administrative Agent and Collateral Agent and Barclays Bank PLC, as Revolving Credit Facility Administrative Agent, and (b) the Debenture dated as of July 21, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Debenture”), among the Companies named as Charging Companies therein and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Charging Company is a Borrower or Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Debenture or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Debenture 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 all Secured Obligations, each Charging Company hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Charging Company’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Debenture. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Debenture. Each Charging Company 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 Debenture, 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 and the Debenture, the terms of the Debenture shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original

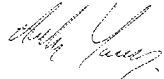
but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

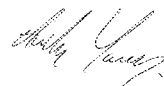
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CITY FOOTBALL GROUP LIMITED,

By:   
\_\_\_\_\_  
Name: Andrew Young  
Title: Authorized Signatory

MANCHESTER CITY FOOTBALL GROUP LIMITED,

By:   
\_\_\_\_\_  
Name: Andrew Young  
Title: Authorized Signatory

BARCLAYS BANK PLC, as Collateral Agent

By:   
Name: Sean Duggan  
Title: Vice President

Schedule I

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	City Football Group Limited	CITYZENS	86064846	09/14/2013	4765145	06/30/2015
2.	Manchester City Football Club Limited	MANCHESTER CITY 1894 & Design	88040765	07/17/2018	5854733	09/10/2019
3.	Manchester City Football Club Limited	MANCHESTER CITY 1894 & Design	87077240	06/20/2016	5263681	08/15/2017
4.	Manchester City Football Club Limited	MANCHESTER CITY F.C. & Design	86792003	10/19/2015	5279104	09/05/2017