

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West End Ventures LLC		12/19/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6479632	FOR CINCY OHIO · USA 513 ESTD. MMXX FORC	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2006692-0007		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	10/25/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated December 19, 2019, is made by West End Ventures LLC, an Ohio limited liability company (the "Grantor") in favor of U.S. Bank National Association, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Credit Agreement"), by and among the Grantor, as the Borrower, FC Cincinnati Holdings, LLC, a Delaware limited liability company ("HoldCo"), the Subsidiaries of HoldCo from time to time party thereto as Guarantors, the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders"), and the Administrative Agent.

As a condition precedent to the Lenders' extension of credit for the account of the Borrower, the Grantor has executed and delivered that certain Security Agreement dated as of the date hereof, made by, among others, the Grantor to the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO") and other governmental authorities.

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

Section 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement, as applicable.

Section 2. Grant of Security. To secure the prompt and complete performance of the Secured Obligations and to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the registered trademarks and trademark applications and common law trademarks set forth on Schedule A attached hereto.

Section 3. Execution in Counterparts. This Trademark Security 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or PDF shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 4. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 5. Choice of Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION), BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

Section 6. MLS Requirements.

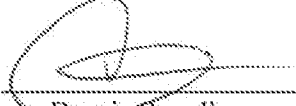
(a) Notwithstanding anything in this Trademark Security Agreement or any other Loan Document to the contrary, each of the provisions of this Trademark Security Agreement shall be subject to terms, conditions and provisions of the MLS Letter Agreement (which the Administrative Agent and the other Secured Parties have accepted as reasonable and appropriate), and the absence of an express reference to this Section 6 or the term "MLS Letter Agreement" in any provision of this Trademark Security Agreement or any other Loan Document shall not be considered in interpreting whether such provision is subject to the MLS Letter Agreement. Without limiting the generality of the foregoing, neither the Administrative Agent nor any other Secured Party (as such term is defined in the MLS Letter Agreement), whether acting through the Administrative Agent or otherwise, shall exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Trademark Security Agreement or any other Loan Document, or otherwise against any of the MLS Collateral (as defined in the MLS Letter Agreement), except strictly in accordance with and subject to the terms of the MLS Letter Agreement. Each Secured Party, by accepting the benefits hereof, hereby (i) irrevocably appoints and authorizes the Administrative Agent (1) to enter into the MLS Letter Agreement (and any amendment, restatement, supplement, waiver or other modification thereof) on such Secured Party's behalf and (2) to take all such other action on such Secured Party's behalf under the provisions of the Loan Documents and the MLS Letter Agreement, and to exercise such powers and rights and to perform such duties thereunder, including the making of representations, warranties, covenants and agreements on such Secured Party's behalf, as are delegated or granted to the Administrative Agent by the terms of the Loan Documents, and (ii) without limiting the foregoing, agrees to be bound by all of the agreements of the Administrative Agent contained in the MLS Letter Agreement, and all third parties shall be entitled to rely on the Administrative Agent's execution of any such document, taking of any such action, exercise of any such right or power or performance of any such duty as conclusive evidence of its authority to do so on behalf of the Secured Parties. All provisions of this Trademark Security Agreement and any other Loan Document relating to licensed intellectual property under the MLS Team Operating Agreement are subject to the terms of the MLS Team Operating Agreement. In the event of any conflict or inconsistency between any of the terms or provisions of this Trademark Security Agreement, on the one hand, and any term or provision of the MLS Letter Agreement, on the other hand, the applicable term or provision of the MLS Letter Agreement shall control. The parties hereto shall not enter into any amendment or other modification of this Trademark Security Agreement or any other Loan Document without the prior written consent of MLS and SUM as provided in the MLS Letter Agreement.

(b) Each of MLS and SUM shall be an intended third party beneficiary of this Section 6.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

WEST END VENTURES LLC, as the Grantor

By:  _____

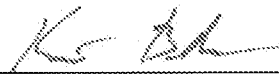
Name: Dennis Carroll

Title: Chief Operating Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007471 FRAME: 0013

**U.S. BANK NATIONAL ASSOCIATION, as
Administrative Agent**


By: 
Name: Kevin Behrends
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

U.S. Trademark Registrations

Mark	Owner Information	Status/Key Dates
<p>FOR CINCY 513 FOR CLUB and Design</p>  <p><i>Disclaimer: "OHIO USA ESTD. MMXX"</i></p>	<p>West End Ventures, LLC 14 E. Fourth Street Cincinnati, Ohio 45202</p>	<p>Pending Serial No. 88628658 Filed: September 24, 2019</p>