

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688768

|   |   |                       |  |
|---|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                 |                       |  |
| <b>CONVEYING PARTY DATA</b>   |   |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                   | <b>Execution Date</b> | <b>Entity Type</b>                     |
| USBA, LLC   |   | 10/18/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | Ares Capital Corporation, as Administrative Agent |                       |  |
| <b>Street Address:</b>  | 245 Park Avenue                                   |                       |  |
| <b>City:</b>  | New York  |                       |  |
| <b>State/Country:</b>   | NEW YORK  |                       |  |
| <b>Postal Code:</b>   | 10167   |                       |  |
| <b>Entity Type:</b>   | Corporation: MARYLAND                             |                       |  |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 87070686  | U.S. BASEBALL ACADEMY |  |
| <b>Serial Number:</b>   | 88684110  | U.S. SOFTBALL ACADEMY |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 2127514864  |                       |  |
| <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>   | 2129061209  |                       |  |
| <b>Email:</b>   | JESSICA.BAJADA-SILVA@LW.COM                       |                       |  |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP, C/O JESSICA BAJADA          |                       |  |
| <b>Address Line 1:</b>  | 1271 Avenue of the Americas                       |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10020                          |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 040896-0174                                       |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Jessica Bajada-Silva                              |                       |  |
| <b>SIGNATURE:</b>   | /s/ Jessica Bajada-Silva                          |                       |  |
| <b>DATE SIGNED:</b>   | 11/17/2021  |                       |  |
| <b>Total Attachments: 8</b>   |   |                       |  |
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| source=Project Fun - Trademark Security Agreement (executed) (127108030.1)#page2.tif  |   |                       |  |
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 18, 2021 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the "Agent") for and on behalf of the Lenders, the L/C Issuers and each other Secured Party.

**WHEREAS**, pursuant to that certain Credit Agreement dated as of October 18, 2021 by and among the Borrower, the other Loan Parties from time to time party thereto, the Agent and the Lenders (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

**WHEREAS**, to secure the Obligations of the Grantors under the Credit Agreement and the related Loan Documents (the "Secured Obligations") and as a condition precedent to the obligation of the Lenders to make the Loans under the Credit Agreement, the Grantors entered into a Security Agreement dated as of October 18, 2021 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of, for its benefit and the benefit of the other Loan Parties, a Lien on and security interest in (the "Security Interest") and to the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, each Grantor agreed to execute this Agreement, in order to record the Security Interest 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 is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, each Grantor hereby grants to the Agent (except to the extent in violation of any applicable requirement of law), for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor's right, title and interest in and to the following property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including the registrations and applications listed on Schedule A hereto; (b) all renewals thereof; (c) all goodwill associated with or symbolized by any of the foregoing, (d) the right to sue for past, present, and future infringement thereof, and (e) all other rights, priorities, and privileges arising under or related to the foregoing.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent to use” Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Lenders and other Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The terms of Sections 12.9 (“Governing Law”) and 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

### **SECTION 5. Counterparts; Effectiveness**

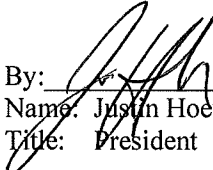
This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries 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, physical delivery thereof 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, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. No amendment, modification, termination or waiver of any provision of this Agreement or consent to

any departure by any Grantor thereof from, shall in any event be effective except in accordance with Section 12.2 of the Credit Agreement.

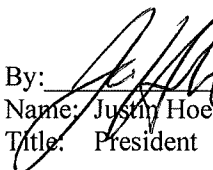
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**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

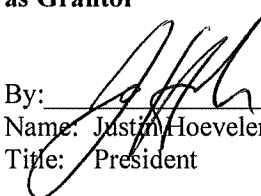
**PLAY YOUR GAME COLLECTIVE, LLC,  
as Grantor**

By:   
Name: Justin Hoeveler  
Title: President

**U.S. SPORTS CAMPS, LLC,  
as Grantor**

By:   
Name: Justin Hoeveler  
Title: President

**USBSA, LLC,  
as Grantor**

By:   
Name: Justin Hoeveler  
Title: President

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**I9 SPORTS, LLC,  
as Grantor (effective upon the consummation of the  
Acquisition)**

By: 

Name: Justin Hoeveler

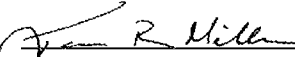
Title: Authorized Person

Signature Page to Trademark Security Agreement

**TRADEMARK  
REEL: 007497 FRAME: 0577**

Accepted and Agreed:

**ARES CAPITAL CORPORATION,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Jim Miller  
Title: Authorized Signatory



Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007497 FRAME: 0578**



**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

|    | Trademark/Image if any   | Application Number<br>Application Date | Registration Number<br>Registration Date | Status                          | Owner                          |
|----|--|--|--|---------------------------------|--------------------------------|
| 1. | HELPING KIDS SUCCEED IN LIFE THROUGH SPORTS  | 77844947<br>October 9, 2009            | 3809872<br>June 29, 2010                 | Renewed<br>March 26, 2020       | i9 Sports, LLC <sup>1</sup>    |
| 2. | i9 SPORTS and Design<br>                                | 78557398<br>January 31, 2005           | 3219403<br>March 20, 2007                | Renewed<br>April 20, 2017       | i9 Sports, LLC <sup>2</sup>    |
| 3. | i9 SPORTS (Stylized)<br><br><b>i9 SPORTS</b>   | 76437863<br>August 5, 2002             | 2816247<br>February 24, 2004             | Renewed<br>March 22, 2013       | i9 Sports, LLC <sup>3</sup>    |
| 4. | i9 SPORTS AN EXPERIENCE BEYOND THE GAME and Design<br> | 78943451<br>August 2, 2006             | 3255920<br>June 26, 2007                 | Renewed<br>April 21, 2017       | i9 Sports, LLC <sup>4</sup>    |
| 5. | THE WAY YOUTH SPORTS SHOULD BE   | 87549028<br>July 31, 2017              | 5407306<br>February 20, 2018             | Registered<br>February 20, 2018 | i9 Sports, LLC <sup>5</sup>    |
| 6. | GIRLS IN GAMING  | 88735213<br>December 20, 2019          | 6143710<br>September 1, 2020             | Registered<br>September 1, 2020 | Play Your Game Collective, LLC |
| 7. | LEVELED UP   | 88703453<br>November 22, 2019          | --                                       | Filed<br>September 3, 2021      | Play Your Game Collective, LLC |
| 8. | SNOW VALLEY BASKETBALL   | 78916117<br>June 23, 2006              | 3264683<br>July 17, 2007                 | Renewed<br>February 4, 2018     | U.S. Sports Camps, LLC         |
| 9. | USSC US SPORTS CAMPS and Design  | 78229961<br>March 25, 2003             | 2830078<br>April 6, 2004                 | Renewed<br>April 5, 2014        | U.S. Sports Camps, LLC         |

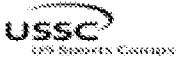
<sup>1</sup> Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

<sup>2</sup> Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

<sup>3</sup> Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

<sup>4</sup> Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

<sup>5</sup> Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

|     | Trademark/Image if any   | Application Number<br>Application Date | Registration Number<br>Registration Date | Status                             | Owner      |
|-----|--|--|--|------------------------------------|------------|
|     | <br>USSC<br>U.S. SOFTBALL CONFEDERATION |  |  |                                    |            |
| 10. | U.S. BASEBALL ACADEMY  | 87070686<br>June 14, 2016              | 5088732<br>November 22,<br>2016          | Registered<br>November<br>22, 2016 | USBSA, LLC |
| 11. | U.S. SOFTBALL ACADEMY  | 88684110<br>November 7,<br>2019        | 6103936<br>July 14, 2020                 | Registered<br>July 14,<br>2020     | USBSA, LLC |