

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempus Ex Machina, Inc.		08/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	97249109	FUSION CAM	
Serial Number:	97029585	G.O.D.	
Serial Number:	97249176	FUSIONFT	
Serial Number:	97029576	MS. FUSION	
Serial Number:	97250495	METAFUSION	
Serial Number:	97249179	FUSION FUNGIBLE TOKENS	
Serial Number:	97249173	FUSIONCAST	
Serial Number:	97249171	FUSIONBET	
Serial Number:	97249162	FUSIONFORECAST	
Serial Number:	97249105	FUSIONCAM	
Serial Number:	97250688	META FUSION	
Serial Number:	90398173	G.O.D.	
Serial Number:	90398170	MS. FUSION	
Serial Number:	90398186	INFINITE REPLAY	
Serial Number:	90398189	FUSIONFEED	
Serial Number:	90398177	ISOCAM	
Serial Number:	90398183	GAME OPERATIONS DASHBOARD	
Serial Number:	88869528	PRECAST	
Serial Number:	88864807	PRECAST	

OP \$1065.00 97249109

Property Type	Number	Word Mark
Serial Number:	88779677	TEMPUS EX
Serial Number:	97305584	
Serial Number:	97305582	SALT LAKE STALLIONS
Serial Number:	97305580	
Serial Number:	97305577	SAN ANTONIO COMMANDERS
Serial Number:	97305576	SAN DIEGO FLEET
Serial Number:	97305574	
Serial Number:	97305571	
Serial Number:	97305570	ORLANDO APOLLOS
Serial Number:	97305564	E
Serial Number:	97305560	MEMPHIS EXPRESS
Serial Number:	97305555	
Serial Number:	97305552	BIRMINGHAM IRON
Serial Number:	97305548	
Serial Number:	97305542	ATLANTA LEGENDS
Serial Number:	97305540	
Serial Number:	97305533	ARIZONA HOTSHOTS
Serial Number:	88955364	AAF
Serial Number:	88937112	SKY JUDGE
Serial Number:	88937077	SKYJUDGE
Serial Number:	88955363	ALLIANCE OF AMERICAN FOOTBALL
Serial Number:	88955360	
Serial Number:	88122387	PLAYR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2024547625

Email: ipteam@cogencyglobal.com

Correspondent Name: Julia Birgen

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1759780

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 08/08/2022

Total Attachments: 12

source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page1.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page2.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page3.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page4.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page5.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page6.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page7.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page8.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page9.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page10.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page11.tif
source=Closing Copy - Intellectual Property Security Agreement - Tempus Ex Machina#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 5, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and TEMPUS EX MACHINA, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Lender and the Loan Parties, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”); capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

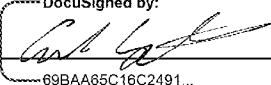
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

635 Brannan Street
San Francisco, CA 94107
Attention: president

TEMPUS EX MACHINA, INC.

DocuSigned by:
By: 
69BAA85C16C2491...
Name: Erik Schwartz
Title: President

LENDER:

Address:

383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Daniel Maniaci

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

TEMPUS EX MACHINA, INC.

635 Brannan Street
San Francisco, CA 94107
Attention:

By: _____

Name: _____


Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Daniel Maniaci

By:  _____

Name: Christopher Finch _____

Title: Authorized Credit Officer _____

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007802 FRAME: 0184

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number and Date</u>
Alliance FAQs: So you want to play in The AAF?	PA0002344356 2022-02-24
Alliance FAQs: Will all AAF teams have unique identities?	PA0002344351 2022-02-24
Alliance Manifesto.	PA0002327930 2021-11-18
Alliance of American Football - Official Launch Announcement.	PA0002344342 2022-02-24
Alliance Player Benefits.	PA0002327928 2021-11-18
Alliance QB Draft: Intro.	PA0002327925 2021-11-18
Alliance Six Month Countdown.	PA0002327924 2021-11-18
Alliance: What If?	PA0002327929 2021-11-18
Arizona Hotshots at Orlando Apollos (Week 6)	PA0002350966 2021-12-28
Arizona Hotshots at San Antonio Commanders (Week 8)	PA0002349891 2021-12-30
Atlanta Legends at Birmingham Iron (Week 8)	PA0002353913 2021-12-30
Atlanta Legends at Orlando Apollos (Week 1)	PA0002350868 2021-12-17
Birmingham Iron at Memphis Express (Week 7)	PA0002350963 2021-12-28
Birmingham Iron at San Diego Fleet (Week 6)	PA0002350973

	2021-12-28
Can't Stop Football - The Alliance of American Football.	PA0002344357 2022-02-24
Download The Alliance App Today!	PA0002344347 2022-02-24
Introducing the Arizona Hotshots.	PA0002319143 2021-09-29
Introducing the Atlanta Legends.	PA0002315906 2021-09-13
Introducing the Birmingham Iron.	PA0002319144 2021-09-29
Introducing the Memphis Express.	PA0002322202 2021-10-15
Introducing the Orlando Apollos.	PA0002319204 2021-09-29
Introducing the Salt Lake Stallions.	PA0002319095 2021-09-29
Introducing the San Antonio Commanders.	PA0002319083 2021-09-29
Introducing the San Diego Fleet.	PA0002322224 2021-10-15
Memphis Express at Birmingham Iron (Week 1)	PA0002350802 2021-12-17
Memphis Express at Salt Lake Stallions (Week 6)	PA0002350968 2021-12-28
Orlando Apollos at Atlanta Legends (Week 7)	PA0002350976 2021-12-28
Orlando Apollos at Memphis Express (Week 8)	PA0002350703 2021-12-30
Orlando Apollos at San Antonio Commanders (Week 2)	PA0002352611 2021-12-21
Road To The QB Draft: Camp Recap.	PA0002327927 2021-11-18

Salt Lake Stallions at Arizona Hotshots (Week 1)	PA0002350869 2021-12-17
Salt Lake Stallions at San Antonio Commanders (Week 7)	PA0002350970 2021-12-28
San Antonio Commanders at Atlanta Legends (Week 6)	PA0002350971 2021-12-28
San Antonio Commanders Training Camp.	PA0002344350 2022-02-24
San Diego Fleet at Arizona Hotshots (Week 7)	PA0002350961 2021-12-28
San Diego Fleet at Salt Lake Stallions (Week 8)	PA0002353956 2021-12-30
San Diego Fleet at San Antonio Commanders (Week 1)	PA0002350872 2019-02-19
Uncuttables: The Alliance Begins (Part 1)	PA0002344355 2022-02-24
Uncuttables: The Alliance Begins (Part 2)	PA0002344345 2022-02-24

EXHIBIT B

Patents

<u>Patent</u>	<u>Application No / Reg No.</u> <u>Application/ Reg. Date</u>
Systems and methods to predict a future outcome at a live sport event	11,311,808 4/26/2022 16/747434 1/20/2020
Systems and methods for providing a real-time representation of positional information of subjects	11,305,194 4/19/2022 16/747437 1/20/2020
Systems and methods for customizing and compositing a video feed at a client device	11,172,248 11/9/2021 16/818,803 3/13/2020
Systems and methods for partitioning a video feed to segment live player activity	11,140,328 10/5/2021 16/747,440 1/20/2020
SYSTEMS AND METHODS FOR CUSTOMIZING AND COMPOSITING A VIDEO FEED AT A CLIENT DEVICE	20220038767 2/3/2022 17/484496 9/24/2021
SYSTEMS AND METHODS FOR PARTITIONING A VIDEO FEED TO SEGMENT LIVE PLAYER ACTIVITY	20210400201 12/23/2021 17/467082 9/3/2021

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Serial No / Reg No.</u> <u>Application/ Reg. Date</u>
FUSION CAM	97249109 2/1/2022
G.O.D.	97029585 9/15/2021
FUSIONFT	97249176 2/1/2022
MS. FUSION	97029576 9/15/2021
METAFUSION	97250495 2/2/2022
FUSION FUNGIBLE TOKENS	97249179 2/1/2022
FUSIONCAST	97249173 2/1/2022
FUSIONBET	97249171 2/1/2022
FUSIONFORECAST	97249162 2/1/2022
FUSIONCAM	97249105 2/1/2022
META FUSION	97250688 2/2/2022
G.O.D.	90398173 12/21/2020
MS. FUSION	90398170 12/21/2020
INFINITE REPLAY	90398186 12/21/2020
FUSIONFEED	90398189

<u>Trademark</u>	<u>Serial No / Reg No.</u> <u>Application/ Reg. Date</u>
	12/21/2020
ISOCAM	90398177 12/21/2020
GAME OPERATIONS DASHBOARD	90398183 12/21/2020
PRECAST	88869528 4/13/2020
PRECAST	88864807 4/8/2020
TEMPUS EX	88779677 1/30/2020
DESIGN ONLY	97305584 3/10/2022
SALT LAKE STALLIONS	97305582 3/10/2022
DESIGN ONLY	97305580 3/10/2022
SAN ANTONIO COMMANDERS	97305577 3/10/2022
SAN DIEGO FLEET	97305576 3/10/2022
DESIGN ONLY	97305574 3/10/2022
DESIGN ONLY	97305571 3/10/2022
ORLANDO APOLLOS	97305570 3/10/2022
E	97305564 3/10/2022
MEMPHIS EXPRESS	97305560 3/10/2022

c:\users\bm42509\appdata\roaming\imanager\work\recent\394690-000207 - j.p.
agreement - tempus ex machina(298848734.2).docx
August 4, 2022 // «MY initials»
WEST\283556619.1
298848734.2
394690-000207

2morgan commercial bank-tempus ex machina_inc_intellectual property security

TRADEMARK
REEL: 007802 FRAME: 0190

<u>Trademark</u>	<u>Serial No / Reg No.</u> <u>Application/ Reg. Date</u>
DESIGN ONLY	97305555 3/10/2022
BIRMINGHAM IRON	97305552 3/10/2022
DESIGN ONLY	97305548 3/10/2022
ATLANTA LEGENDS	97305542 3/10/2022
DESIGN ONLY	97305540 3/10/2022
ARIZONA HOTSHOTS	97305533 3/10/2022
AAF	88955364 6/9/2020
SKY JUDGE	88937112 5/28/2020
SKYJUDGE	88937077 5/28/2020
ALLIANCE OF AMERICAN FOOTBALL	88955363 6/9/2020
DESIGN ONLY	88955360 6/9/2020
Football Historians, LLC	88122387 9/18/2018

c:\users\bm42509\appdata\roaming\manage\work\recent\394690-000207 - j.p.
agreement - tempus ex machina(298848734.2).docx
August 4, 2022 // «MY initials»
WEST\283556619.1
298848734.2
394690-000207

3 morgan commercial bank-tempus ex machina_ inc_ intellectual property security