

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799032

<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>
Global Sports Rights Management LLC		03/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEP Capital Holdings III, L.P.		
<b>Street Address:</b>	244 Madison Ave., #1214		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6887064	BRASILEIRÃO PLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3177133500		
<b>Email:</b>	ebaumhart@taftlaw.com		
<b>Correspondent Name:</b>	Elizabeth Baumhart		
<b>Address Line 1:</b>	Taft Stettinius & Hollister LLP		
<b>Address Line 2:</b>	One Indiana Square, Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	105945 00005		
<b>NAME OF SUBMITTER:</b>	Elizabeth Baumhart		
<b>SIGNATURE:</b>	/Elizabeth Baumhart/		
<b>DATE SIGNED:</b>	03/30/2023		
<b>Total Attachments: 7</b>			
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source=MEP Capital - Fanatiz Holdings Ltd. - U.S. Intellectual Property Security Agreement (Executed)#page2.tif			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of March 30, 2023 (this “Agreement”), by and between Global Sports Rights Management LLC, a Delaware limited liability company (“GSRM”) and MEP Capital Holdings III, L.P., a Delaware limited partnership (“Lender”).

RECITALS

WHEREAS, Lender has extended Loans to the Borrowers (defined below) pursuant to the terms and conditions of that certain Senior Secured Loan Agreement, dated as of the date hereof, by and among GSRM, Fanatiz Holdings Limited, an exempted company with limited liability incorporated in the Cayman Islands (“Fanatiz”), Peru Sports Rights Management, LLC, a Delaware limited liability company (“Peru National”), Peru 1190 Sports S.A.C., a company incorporated under the laws of Peru (“Peru SAC” and, together with GSRM, Fanatiz and Peru National, each a “Borrower” and, collectively, the “Borrowers”) and Lender (as amended, restated, amended and restated, or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement);

WHEREAS, under the terms of the Loan Agreement, the Borrowers have granted Lender a security interest in, among other property, all of the Borrowers’ trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging GSRM’s intellectual property as security for the Borrowers’ Obligations owed to Lender under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GSRM and Lender hereby agree as follows:

1. Grant of Security Interest. GSRM hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by GSRM, including without limitation all patents, trademarks, and copyrights set forth on **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of GSRM connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto), in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the “IP Collateral”).

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include or the security interest granted under this Section 1 attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 that issues from such intent-to-use application under applicable federal law.

2. Recordation. GSRM hereby authorizes Lender to record and register this Agreement with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms, or provisions of this Agreement and the Loan Agreement, the definitions, terms, or provisions of the Loan Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall be deemed 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 format (i.e., "pdf" or "tif") shall be effective as if delivered as a manually executed counterpart of this Agreement.

5. 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.

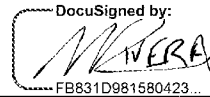
6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

*[Signature Page Follows]*

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

**GSRM:**

**GLOBAL SPORTS RIGHTS MANAGEMENT LLC**

DocuSigned by:  
  
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By: \_\_\_\_\_

Name: Matías Rivera Larraín

Title: Manager

Agreed and accepted:

**LENDER:**

**MEP CAPITAL HOLDINGS III, L.P.,**

By: MEP CAPITAL III GP, LLC

By: \_\_\_\_\_

Name: Andrew Kotliar

Title: Managing Member

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

**GSRM:**

**GLOBAL SPORTS RIGHTS MANAGEMENT LLC**

By: \_\_\_\_\_

Name: Matías Rivera Larraín

Title: Manager

Agreed and accepted:

**LENDER:**

**MEP CAPITAL HOLDINGS III, L.P.,**

By: MEP CAPITAL III GP, LLC

DocuSigned by:

By: Andrew Kotliar \_\_\_\_\_

Name: Andrew Kotliar

Title: Managing Member

**EXHIBIT 1**

List of Patents, Trademarks, and Copyrights

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Registration No.</b>
Brasileirao Play	United States	Global Sports Rights Management LLC	6887064

Exhibit 1 - 2



**COPYRIGHTS**

None.

Exhibit 1 - 3

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**RECORDED: 03/30/2023**

**TRADEMARK  
REEL: 008026 FRAME: 0186**