

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DON BEST SPORTS CORPORATION		04/10/2023	Corporation: NEVADA
HARRY WALKER AGENCY, LLC		04/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as collateral agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4541933	DON BEST	
Registration Number:	4541931	DON BEST	
Registration Number:	4541930	DON BEST	
Registration Number:	2682398	DON BEST SPORTS	
Registration Number:	4541934	DON BEST	
Registration Number:	5738000	THE HARRY WALKER AGENCY	
Registration Number:	5738001	HWA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$190.00 4541933

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	05/03/2023
Total Attachments: 7 source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page1.tif source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page2.tif source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page3.tif source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page4.tif source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page5.tif source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page6.tif source=05. Endeavor - First Lien Trademark Security Agreement (Supplement No. 6) [Executed]-Cover Sheet#page7.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 10, 2023 (this “Agreement”), by and among DON BEST SPORTS CORPORATION, a Nevada Corporation, HARRY WALKER AGENCY, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) and JPMORGAN CHASE BANK, N.A. (“JPM”), as Collateral Agent (in such capacity and together with its successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WME IMG Holdings, LLC, a Delaware limited liability company (“Holdings”), WME IMG, LLC, a Delaware limited liability company (“Intermediate Holdings”), William Morris Endeavor Entertainment, LLC (“WME”), a Delaware limited liability company, IMG Worldwide Holdings, LLC, a Delaware limited liability company (as successor to Iris Merger Sub, Inc., “IMG”), the Lenders party thereto and JPM, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, Intermediate Holdings, WME, IMG, the other grantors from time to time party thereto 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 Grantor is an Affiliate of the Borrowers 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement 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 the Secured Obligations, each Grantor 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 Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. 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 Collateral Agreement. Each Grantor 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 Collateral Agreement, 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 Collateral Agreement, the terms of the Collateral Agreement 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.

[Remainder of this page intentionally left blank]

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

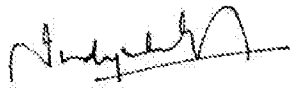
DON BEST SPORTS CORPORATION, as a Grantor

By: Shane Kapral
Name: Shane Kapral
Title: Authorized Signatory

HARRY WALKER AGENCY, LLC, as a Grantor

By: Shane Kapral
Name: Shane Kapral
Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Inderjeet Aneja
Title: Executive Director

Schedule I

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	DON BEST SPORTS CORPORATION	DON BEST stylized	4541934
2.	DON BEST SPORTS CORPORATION	DON BEST stylized	4541933
3.	DON BEST SPORTS CORPORATION	DON BEST	4541931
4.	DON BEST SPORTS CORPORATION	DON BEST	4541930
5.	DON BEST SPORTS CORPORATION	DON BEST SPORTS	2682398
6.	DON BEST SPORTS CORPORATION	DON BEST stylized	4541934
7.	HARRY WALKER AGENCY, LLC	THE HARRY WALKER AGENCY	5738000
8.	HARRY WALKER AGENCY, LLC	HWA and Design	5738001