

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM811678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGILE SPORTS TECHNOLOGIES, INC.		05/09/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	131 S Dearborn St
Internal Address:	Floor 04
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-5506
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3642808	HUDL
Registration Number:	3642806	HUDL PRO
Registration Number:	4869742	VOLLEYMETRICS
Registration Number:	4831441	HUDL
Registration Number:	5183619	PUSH PLAY.
Registration Number:	5136210	HUDL ASSIST
Registration Number:	5164412	HUDL SIDELINE
Registration Number:	5150472	HUDL
Registration Number:	6950234	HUDL FOCUS
Registration Number:	5394399	HUDL
Registration Number:	5394400	HUDL
Serial Number:	97675840	HUDL
Serial Number:	97648460	HUDL TV
Serial Number:	97648626	HUDL TV
Serial Number:	97648542	HUDL TV
Serial Number:	97648579	HUDL TV
Serial Number:	97629625	HUDL
Registration Number:	2612748	SPORTSCODE

CH \$715.00 3642808

Property Type	Number	Word Mark
Registration Number:	4142730	SPORTSCODE
Registration Number:	2749913	SPORTSCODE GAMEBREAKER
Registration Number:	3453494	STUDIOCODE
Registration Number:	5682333	REMOTE TRUCK
Registration Number:	6107691	STREAM LIKE A PRO
Serial Number:	97074178	BOX TRUCK
Serial Number:	97365184	PRODUCTION TRUCK
Serial Number:	97322018	TEAM1SPORTS
Serial Number:	97322057	BLUEFRAME TECHNOLOGY
Serial Number:	97085653	WYSCOUT

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: 212-728-8000

Email: ipdept@willkie.com

Correspondent Name: Genevieve Dorment

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.90
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/Genevieve Dorment/
DATE SIGNED:	05/19/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 9, 2023, is made by AGILE SPORTS TECHNOLOGIES, INC., a Delaware corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the Borrower, the other Loan Parties (as defined in the Credit Agreement) and the lenders party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Loan Parties and the Administrative Agent have entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the Grantor’s Trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof) and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located, including without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto, excluding only such Trademark applications consisting of the Excluded Property (collectively, the “Trademark Collateral”).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests 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 of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. 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.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks. This Agreement shall be subject to the provisions regarding venue and jury trial waiver, set forth Section 7.17 and Section 7.18 of the Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission (including "PDF") shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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


GRANTOR:

AGILE SPORTS TECHNOLOGIES, INC.

By: Kevin Lewis
Name: Kevin Lewis
Title: CFO

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Eleftherios Karsos

Title: Authorized Officer

**SCHEDULE I
TRADEMARK REGISTRATIONS**

OWNER	JURISDICTION	REG. NO. or APP. NO.	MARK	CLASSES
Agile Sports Technologies, Inc.	AU	2297140	HUDL	18, 25, 41
	EU	012207941	HUDL	9, 41, 42
	EU	018751994	HUDL	9, 18, 25, 38
	India	3179681	SPORTSCODE	9
	India	5686220	HUDL	18
	Japan	5876424	CODA & DESIGN	9
	Japan	5858070	SPORTSCODE	9, 42
	New Zealand	1035763	CODA & DESIGN	9, 42
	New Zealand	1035764	SPORTSCODE	9
	Singapore	40202255483B	HUDL	9, 18, 25, 41
	South Korea	40-1224010	SPORTSCODE	9
	South Africa	2016/02995	CODA	42
	South Africa	2016/02993	SPORTSCODE	9
	UK	UK00912207941	HUDL	9, 41, 42
	US	3642808	HUDL	9
	US	3642806	HUDL PRO	9
	US	4869742	VOLLEYMETRICS	9, 35, 42
	US	4831441	HUDL	41, 42
	US	5183619	PUSH PLAY.	42
	US	5136210	HUDL ASSIST	42
	US	5164412	HUDL SIDELINE	9, 42
	US	5150472	HUDL & DESIGN	9, 41, 42
	US	6950234	HUDL FOCUS	9
	US	5394399	HUDL	38
	US	5394400	HUDL & DESIGN	38
	US	SER: 97675840	HUDL	18
	US	SER: 97648460	HUDL TV	9
	US	SER: 97648626	HUDL TV	42
	US	SER: 97648542	HUDL TV	38
	US	SER: 97648579	HUDL TV	41
	US	SER: 97629625	HUDL	9
	US (Nebraska)	10254382	VOLLEYMETRICS	
	ARG	4173163	HUDL	18
	ARG	4170672	HUDL	9
ARG	4170674	HUDL	25	
ARG	4170675	HUDL	41	
BRA	928108341	HUDL	25	
BRA	928108872	HUDL	18	
BRA	928108945	HUDL	9	

	WIPO – IN	1694826	HUDL	38, 42
	WIPO - BR	1692951	HUDL	38, 41
Sportstec Pty Ltd	Argentina	3.343.563	SPORTSCODE	9
	Australia	972126	CRONUS	9
	Australia	849158	SPORTSCODE	9
	Australia	1139261	SPORTSCODE GAMEBREAKER	9
	Australia	1139260	SPORTSTEC	9
	Australia	1641102	VIEW MY CODES	38
	Brazil	840324057	CODA	38
	Canada	TMA814147	ICODA	9
	Canada	TMA816873	SPORTSCODE	9, 35, 38, 42
	Canada	TMA819243	SPORTSTEC	9, 35, 42
	Canada	TMA808169	STUDIOCODE	9
	China	908946	SPORTSCODE	9
	China	904291	SPORTSCODE GAMEBREAKER	9
	China	904290	SPORTSTEC	9
	EU	009098658	SPORTSCODE	9, 35, 38
	EU	010305936	SPORTSTEC	35
	EU	010390268	SPORTSTEC & DESIGN	9, 38, 42
	UK	UK00909098658	SPORTSCODE	9, 35, 38
	UK	UK00910305936	SPORTSTEC	35
	UK	UK00910390268	SPORTSTEC & DESIGN	9, 38, 42
US	2612748	SPORTSCODE	9	
US	4142730	SPORTSCODE	41	
US	2749913	SPORTSCODE GAMEBREAKER	9	
US	3453494	STUDIOCODE	9	
Realtrack Systems S.L.	US	5876191	WIMU & DESIGN	9
	EU	1400809	WIMU & DESIGN	9
	UK	UK00801400809	WIMU & DESIGN	9
Bluegrass Acquisitions, LLC	US	5682333	REMOTE TRUCK	9
	US	6107691	STREAM LIKE A PRO	38
	US	97074178	BOX TRUCK	9
	US	97365184	PRODUCTION TRUCK	41
	US	97322018	TEAM1SPORTS	38
	US	97322057	BLUEFRAME TECHNOLOGY	42
Wyscout S.p.A.	EU	010089381	WYSCOUT	35, 41, 42
	EU	015720196	WYSCOUT	9
	UK	UK00910089381	WYSCOUT	35, 41, 42
	UK	UK00915720196	WYSCOUT	9
	US	97085653	WYSCOUT	9
	US	20860588	WYSCOUT	41
	US	20860777	WYSCOUT	42

	US	20860359	WYSCOUT	9
	US	20860567	WYSCOUT	35
	US	304107221	WYSCOUT	9, 35, 41, 42
Instat Limited	Australia, Colombia, European Union, Georgia, Israel, India, Japan, Cambodia, Korea (Republic of), Mexico, New Zealand, African Intellectual Property Organization, Singapore, Türkiye, USA, Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Belarus, Switzerland, China, Egypt, Kyrgyzstan, Liechtenstein, Liberia, Morocco, Monaco, Moldova (Republic of), Montenegro, Republic of North Macedonia, Mongolia, Serbia, Eswatini, Viet Nam	1335089	INSTAT & DESIGN	9, 35
	IL	292779	INSTAT & DESIGN	9, 35
	UK, IE, CY, KZ	1301968	INSTAT & DESIGN	9, 35, 41, 42
	AU	1832013	INSTAT & DESIGN	9, 35
	JP	2017-352602	INSTAT & DESIGN	
	NZ	1062642	INSTAT & DESIGN	9, 35
	US	5343651	INSTAT & DESIGN	9
	US	5343426	INSTAT & DESIGN	35